Pender County

Agenda

Board of County Commissioners Meeting
Monday, July 15, 2024 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

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1.	CALL TO ORDER			
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9.9.	Approval of Purchase Order for One-Year Hardware and Software Support from Dell, Inc. ($107,312.59) Software Support from Dell, Inc. - Pdf	Miranda	405
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12. MAPLE HILL WATER AND SEWER DISTRICT
13. ROCKY POINT WATER AND SEWER DISTRICT
14. SCOTTS HILL WATER AND SEWER DISTRICT
15. MOORES CREEK WATER AND SEWER DISTRICT
16. CENTRAL PENDER WATER AND SEWER DISTRICT
17. PENDER COUNTY BOARD OF HEALTH
18. SOCIAL SERVICES BOARD
19. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS
20. CLOSED SESSION (IF APPLICABLE).
21. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

21.1.	SUP 2024-45: Revision to an existing Special Use Permit that permitted a Community Boating Facility in the the Long Point Estates neighborhood within the Topsail Township SUP 2024-45 - Pdf	Brantley	427 - 470
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21.3.	REZONE 2024-67: Request to rezone one parcel totaling approximately 0.41 acres from the PD, Planned Development zoning district to the RP, Residential Performance zoning district in the Topsail Township REZONE 2024-67 - Pdf	Adams	501 - 531

22. ADJOURNMENT

Pender County
Public Hearing regarding Law Enforcement Center Bond Issuance

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 15, 2024
SUBJECT:	Public Hearing regarding Law Enforcement Center Bond Issuance

SUMMARY:
The Pender County Board of County Commissioners will hold a public hearing regarding the issuance of limited obligation bonds for the purpose of constructing a new County Law Enforcement Center. All who wish to sign up to speak on the matter should do so prior to the start of the public hearing. All are encouraged to do so to share support or concern. Please see attached notice of advertisement included here as well as typical advertisement avenues - newspaper, website, etc.

Pender County, North Carolina -- Notice of Public Hearing
Financing for a New Law Enforcement Center

The Board of Commissioners (the "Board") of Pender County, North Carolina (the "County"), will hold a public hearing on July 15, 2024, at 6:00 p.m. (or as soon thereafter as the matter may be heard). The purpose of the hearing is to take public comment concerning a proposed financing contract, under which the County would borrow approximately $68,000,000 to pay for the acquisition and construction of a 100,000-square-foot law enforcement center that will include a detention center, a sheriff's office, a 911 operations center, and an evidence storage facility.

The hearing will be held in the Board's usual meeting room, Pender County Public Assembly Room, 805 S. Walker Street, Burgaw, NC 28425

The proposed financing would be secured by a lien on the law enforcement center (and its associated land), as well as the County's promise to repay the financing, but there would be no recourse against the County or its property (other than the pledged law enforcement center and the associated land) if there were a default on the financing.

All interested persons will be heard. The County's plans are subject to change based on the comments received at the public hearing and the Board's subsequent discussion and consideration. The County's entering into the financing is subject to the County's obtaining approval from the North Carolina Local Government Commission.

Persons wishing to make written comments in advance of the hearing or wishing more information concerning the subject of the hearing may contact Margaret Blue, Pender County Finance Officer, Walker St. P.O. Box 1578. Burgaw, *NC* 28425 (telephone 910-259-1407, email mblue@pendercountync.gov).

ACTION REQUESTED:
Public Hearing regarding Law Enforcement Center Bond Issuance

Pender County
Employee Recognition.

TO:	Board of County Commissioners
FROM:	Colon
DATE:	July 15, 2024
SUBJECT:	Recognition of PCU Employee.

SUMMARY:
David Peterson, a Pender County Utilities Water Treatment Operator, demonstrated exemplary alertness and quick action on June 15th while performing his routine duties at the Pender County Surface Water Treatment Plant. His responsibilities include the operations and monitoring of the water treatment facility, which includes at times conducting security checks throughout the premises.

At around 3:40 pm on that Saturday, David noticed smoke and flames emanating from the rooftop of the Coastal Beverage building located in the Pender County Commerce Park on Highway 421. Without hesitation, he promptly contacted emergency services by dialing 911 to report the fire. Thanks to his swift response, multiple fire departments, including Pender Fire EMS, quickly arrived at the scene and were able to effectively manage and contain the fire.

David Peterson's vigilance and immediate response exemplify the dedication and responsibility expected of essential personnel like him, contributing significantly to the welfare and security of the Pender County community.

Pender County
Employee Introduction

TO:	Board of County Commissioners
FROM:	Colon
DATE:	July 15, 2024
SUBJECT:	Introducing Mrs. Erin Jones, first female water treatment plant superintendent for Pender County Utilities.

SUMMARY:
Erin Jones's professional trajectory is noteworthy, exemplifying a commendable dedication to personal and career development within the realm of water treatment. Transitioning from a role as a stay-at-home parent to pursuing an education in marine technology at Cape Fear Community College showcases her determination and adaptability. After graduating in 2019 and subsequently joining Pender County Utilities as a water plant operator in 2020, Erin's commitment to excellence is evident in her pursuit of new surface water treatment licenses each year.

Her progression within the organization is a testament to her capability and dedication. Advancing to the role of Chief Operator in 2023, she seized the opportunity to glean knowledge from the Plant Superintendent, thereby augmenting her expertise in water treatment operations. Now poised to assume the superintendent position, Erin's strategic focus on optimizing treatment methods for the removal of organics and forever contaminants underscore her proactive approach to addressing evolving challenges in water management.

Erin's professional journey underscores the significance of continuous learning, perseverance, and seizing growth opportunities. Her forthcoming leadership within Pender County Utilities reflects a commitment to ensuring the community's access to safe and efficient water resources.

Pender County
NCACC Youth Summit Presentation

TO:	Board of County Commissioners
FROM:	Traci Spencer
DATE:	July 15, 2024
SUBJECT:	NCACC Youth Summit Presentation

SUMMARY:
One youth from each county is invited to participate in the Youth Summit as part of the NC Association of County Commissioners Annual meeting. This year Alex Grover will be representing Pender County and the Pender County 4-H program.

ACTION REQUESTED:
None. Public Information

Pender County
Approval of Purchase Order to Ingram Library Services in the Amount of $71,000

TO:	Board of County Commissioners
FROM:	Allen Phillips-Bell
DATE:	July 15, 2024
SUBJECT:	Approval of Purchase Order to Ingram Library Services in the Amount of $71,000

SUMMARY:

The library requests approval of an annual purchase order to a primary book wholesale distributor, Ingram Library Services. There are three big book jobbers that service public libraries: Baker & Taylor, Brodart, and Ingram. Although Brodart offers a slightly better discount, the savings is too small to justify retraining staff in a new ordering platform, as outlined below.

We are a member of a library purchasing consortium called MALiA (Mid Atlantic Library Alliance); we have better pricing for either vendor thanks to MALiA. As a member of the MALia Consortium, we benefit from the collective buying and negotiating power of over 225 libraries in VA, WV, NC, and TN. MALiA formally solicits, scores, awards and manages bids from vendors providing pricing and benefits for multiple library needs and services. Members are not bound through these contracts and are free to purchase elsewhere should they wish. Membership is $150/yr.

The three vendors have different discount rates for different types of materials (e.g. hardcover, paperback, large print, etc.). Brodart has slightly higher discounts for the two main categories (hardcover and paperback), followed closely by Ingram. The difference between the two vendors is only 0.2% for the primary category, hardcover books, which make up 87% of our book expenditures. Taking into account the portion of hardcover vs paperback books we purchase, the cost savings would only amount to about $308 for the year. After factoring in the cost in staff time in learning a new book selection and purchasing platform and making adjustments to workflow, this cost savings would mostly or entirely dissipate. See attached tables. On that basis, I recommend that the Library continue using Ingram as our primary book vendor.

ACTION REQUESTED:

Approval of purchase order to Ingram Library Services in the amount of $71,000. This expenditure has been budgeted in the 2024-2025 Budget Ordinance and appropriated from the following line item: Books 630-410100.

Cost comparison of book vendors

Comparison of discounts

	Vendor discounts				After-discount price per book		
	Baker & Taylor	Brodart	Ingram	Average market price per book	Baker & Taylor	Brodart	Ingram
Hardcover	45.0%	46.0%	45.8%	$20.24	$11.13	$10.93	$10.97
Trade paperback	38.0%	40.0%	38.0%	$15.92	$9.87	$9.55	$9.87

Discount of Brodart vs Ingram, Adjusted by Percent of Expenditures by Format

	% of books we purchase	Percentage point discount advantage, Brodart vs Ingram	Discount advantage adjusted to percentage of books we purchase (% of books we purchase multiplied by percentage point discount advantage)
Hardcover	87%	0.2%	0.17%
Trade paperback	13%	2.0%	0.26%

Total discount advantage	0.43%
Discount advantage applied to $71K PO (0.43% multiplied by 71K)	$308.14

DISCOUNTS AND TERMS SUMMARY

For this multi-year contract, Ingram reserves the right to re-evaluate discounts and terms at the end of the initial contract period and to review cataloging and processing pricing on an annual basis.

Public Libraries, Academic Libraries and State agency members

Discounts:

Adult and Juvenile Trade Hardcover:
- 1 copy per title 45.8%
- 2-4 copies per title 46.0%
- 5-9 copies per title 46.2%
- 10+ copies per title..... 46.5%

Quality Paperbacks and Mass Market Paperbacks:
- 1 copy per title 38.0%
- 2-4 copies per title 40.0%
- 5-9 copies per title 41.0%
- 10+ copies per title..... 42.0%

Library Bindings 15.0%
Prebound Books..... 35.0%
University Press 18.0%
Legal, Medical, Reference,
Scientific, and Technical Titles 6.0%
* Spoken Word Audio 0-45.0%
** DVD/Blu-ray *(Discount based on List Price of item)*:
- < $14.99..... 35.0%
- $15.00-$19.99 ..... 30.0%
- $20.00 +..... 25.0%

Music CDs 5-45.0%
Video Games..... 5.0%
Net Titles..... 0.0%

Up to $149,999
Short Discounted/Non-Trade Titles ..... 6.0 – 25.0%

$150K+
Short Discounted/Non-Trade Titles ..... 6.0 – 28.0%

K-12 school and Specialty Library Members

Discounts:

Adult and Juvenile Trade Hardcover..... 38.0%
Quality Paperbacks 36.0%
Mass Market Paperbacks 36.0%
Library Bindings 15.0%
Prebound Books 35.0%
University Press 10.0%
Short Discounted/Non-Trade Titles ..... 6.0 – 25.0%
Spoken Word Audio 0-45.0%
Music CDs 20.0%
Video Games 5.0%
Net Titles 0.0%

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes medical titles, legal, technical, reference, scientific, and graphic novels as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public, academic, school, special), the offeror shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. PRINT BOOKS – Public Library

1. Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Please see Exhibit 1 for a complete discount schedule and Exhibit 2 for material category definitions

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy copies/title		
Trade Hardcover Category Def. I / II	45.0	2-4 copies= 45.5 5+ copies= 46.3	None	
Trade/Quality Paperback Category Def. III/IV	38.0	2-4 copies= 40.0 5+ copies= 41.0	None	
Mass Market Paperback Category Def. V	38.0	2-4 copies= 40.0 5+ copies= 41.0	None	
Prebound Category Def. XV	10.0	10.0	None	
Publishers' Binding Category Def VII	22.0	22.0	None	
Special Edition Binding *	0-45.0	0-45.0	None	*
Reinforced Binding Category Def. VI	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Current/Popular *	0-45.0	0-45.0	None	*
Reference *	0-45.0	0-45.0	None	*
Large Print *	0-45.0	0-45.0	None	*
Non-English Language Category Def. X	0.0	0.0	None	
Graphic Novels *	0-45.0	0-45.0	None	*
University Press Category Def. VIII, Trade Eds.	15.0	15.0	None	
* may be of any binding or material category, see Exhibit 1 for a complete schedule				
Other - List Below:				
Board Books Category Def. XIII	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Activity Books Category Def. XIV	22.0	2-4 copies= 25.0 5+ copies= 30.0	None	
Text, Technical, Reference, Professional Medical, Small Press,some University Press and/or Titles of Limited Demand Category Def. IX	0-22.0	0-22.0	None	Text, Technical, Reference= 0- 10.0% see Exhibit 1
Optional ESP Program Category XI	0+ $4.95/unit	0+$4.95/unit	None	

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ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

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All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. PRINT BOOKS

1. Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Trade Hardcover	46.0	46.0	1	
Trade/Quality Paperback	40.0	40.0	1	
Mass Market Paperback	40.0	40.0	1	
Prebound	21.0	21.0	1	BrodartBound
Publishers' Binding	21.0	21.0	1	Publishers Library Binding
Special Edition Binding			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Reinforced Binding	21.0	21.0	1	
Current/Popular			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Reference			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Large Print			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Non-English Language			1	Discounted by Bind – Hardback, Trade Paperback, etc.
Graphic Novels			1	Discounted by Bind – Hardback, Trade Paperback, etc.
University Press	12.0	12.0	1	
Other - List Below:				
Non-trade	12.0	12.0	1	

Pender County
June 3, 2024, BOCC Meeting Minutes

TO:	Board of County Commissioners
FROM:	Lexi Stanfield
DATE:	July 15, 2024
SUBJECT:	June 3, 2024, BOCC Meeting Minutes

SUMMARY:
Attached are the minutes for the June 3, 2024, BOCC meeting.

MINUTES
Board of County Commissioners Meeting
Monday, June 3, 2024 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: Jacqueline A. Newton
Fred McCoy
Jerry Groves

MEMBERS ABSENT: Brad George

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

1 CALL TO ORDER

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

2 INVOCATION

2.1 Commissioner McCoy gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Vice Chair Newton led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

4.1 Item 8.6 was tabled until the June 17th meeting.

4.2 Item 9.4 was tabled until the June 17th meeting.

4.3 Item 9.5 was tabled until the June 17th meeting.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to Adopt the Agenda with the changes made.

	For	Against	Abstained	Absent
Fred McCoy	x			

Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George				x
	3	0	0	1

CARRIED.

5 CLOSED SESSION (IF APPLICABLE).

Moved by Fred McCoy, seconded by Jerry Groves

Motion to go into closed session for item three (3) Attorney Client Privilege and item six (6) Personnel.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George				x
	3	0	0	1

CARRIED.

6 PUBLIC HEARING

6.1 Public Hearing on the Penderlea County Service District for Fire Protection

Fire Marshal Amy Burton presented the proposed new fire districts. Fire Marshal Burton reported the goal is to provide equitable service districts and improve fire protection services. The Shiloh-Colombia district will merge with the Penderlea fire district. The tax rate will remain the same. Fire Marshal Burton discussed potential benefits and future staffing. No questions were asked by the Board.

6.2 Notice of Public Hearing for FY 2024-2025 Budget Ordinance and Fee Schedule

Meg Blue, Finance Director, reviewed the FY 2024-2025 Budget Ordinance and Fee Schedule highlights. Blue discussed the goals and priorities for the budget, including employees, realignment of departments, capital projects, and maintaining the tax rate. Blue discussed various budget figures and broke down the general fund revenue budget as it would appear on an audit. Blue reviewed the Fire and EMS funds as well as the Health Department, DSS, Schools Operating Budget, and Schools Capital Project Budget. In the FY2024-

2025 there is a water rate change proposed based on meter sizes. No questions asked from the Board.

7 PUBLIC COMMENT

7.1 Sam Shumate from Senator Ted Budd addressed the Board and the public to recognize County Manager David Andrew's upcoming retirement and years of service to local government. Shumate read a statement from Senator Budd thanking and celebrating Andrews. David Andrews thanked Sam Shumate, Senator Budd, the Board, and staff.

7.2 Larry Akins spoke about Penderlea County Service District for Fire.

7.3 Samenthia Jones spoke about Penderlea County Service District for Fire.

7.4 Richard Newkirk spoke about Penderlea County Service District for Fire.

7.5 Debbie Walker spoke about Penderlea County Service District for Fire.

7.6 Cheryl Highsmith spoke about Penderlea County Service District for Fire.

7.7 Linda Debose spoke about Penderlea County Service District for Fire.

8 CONSENT AGENDA

8.1 Motor Vehicle Releases and Refunds

Moved by Fred McCoy, seconded by Jerry Groves

Motion to Approve the Consent Agenda with item 8.6 tabled.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George				x
	3	0	0	1

CARRIED.

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

8.3 Approval of Budget Amendment of funds from Insurance/Property Loss to Vehicle Maintenance Expenditure in the amount of $16,234.90.

8.4 Approval of Purchase Order to Capital Ford for $95,257.35

8.5 Consideration of Steering Committee for the Comprehensive Land Use Plan

8.6 Updated Contract for Economic Development with Wilmington Business Development

Item was tabled until the June 17th meeting.

8.7 Approval of Budget Amendment for State Budget Allocation to Pender EMS & Fire for EMS Station 9

8.8 Approval of Contract Amendment for Davenport Financial Advisors

8.9 Approval of Budget Amendment for EMS, Fire, & Municipal Tax Collections and Disbursements

8.10 Resolution Authorizing Approval of Union Rescue Pyrotechnic Display on June 30, 2024, in Accordance with North Carolina General Statute 14-413.

8.11 Resolution Authorizing Approval of Surf City Pyrotechnic Display on July 3, 2024, in Accordance with North Carolina General Statute 14-413.

9 APPROVALS AND RESOLUTIONS

9.1 Approval of 3.16 acre Land Purchase of PIN 2257-65-6951-0000

Anthony Colon, Utilities Director, asked the Board to approve the purchase of a 3.16-acre lot for the convenience site. Pender County currently leases this property.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to Approve the 3.16-acre Land Purchase.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George				x
	3	0	0	1

CARRIED.

9.2 Approval of Contract Amendment to GFL for Solid Waste and Hauling Services for FY25

Anthony Colon, Utilities Director, asked the Board to approve a contract amendment with GFL. The amendment will extend the contract by five years with the first year's consumer price index waived.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to Approve the Contract Amendment to GFL for Solid Waste and Hauling Services for FY25.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George	x			
	4	0	0	0

CARRIED.

9.3 Resolution of support for the County's application to the Partners for Green Growth grant program

Adam Moran, Planner, asked the Board to approve a resolution vocalizing support for Pender County's application to the Partners for Green Growth grant program. Moran answered questions from the Board.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to Approve the Resolution of support for the County's application to the Partners for Green Growth grant program

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George	x			
	4	0	0	0

CARRIED.

9.4 Resolution Defining the Penderlea County Service District for Fire Protection

Item was tabled until the June 17th meeting.

9.5 Approval of FY 2024-2025 Budget Ordinance and Fee Schedule

Item was tabled until the June 17th meeting.

10 DISCUSSION

11 APPOINTMENTS

11.1 ABC Board Reappointment

Lexi Stanfield, Clerk to the Board, presented the item. Diane Chadwick is currently serving her second term as the district 5 representative on the ABC Board. Her term ends June 30th, 2024. She has reapplied for a third term. The Board voted to approve her reappointment. Her new term will begin July 1, 2024, and expire on June 30, 2027.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to Approve Diane Chadwick to the ABC Board.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George				x
	3	0	0	1

CARRIED.

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

18 SOCIAL SERVICES BOARD

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

19.1 Michael Silverman, new County Manager, shared his excitement to begin working in Pender. He thanked David Andrews and Allen Vann.

19.2 Trey Thurman, County Attorney, welcomed Michael Silverman and provided the Board with an update on the Court of Appeals.

19.3 Commissioner McCoy spoke about the Focus Broadband Grand Opening he attended.

19.4 Commissioner Groves thanked David Andrews for his hard work and welcomed Michael Silverman.

19.5 Vice Chair Newton thanked David Andrews for his hard work and welcomed Michael Silverman.

20 ADJOURNMENT

Moved by Fred McCoy, seconded by Jerry Groves

Motion to Adjourn the meeting.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George				x
	3	0	0	1

CARRIED.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Orders to NC Department of Corrections for $75,000 and US Food Services for $75,000.

SUMMARY:
Meals for the inmates are prepared in the Jail kitchen. U.S. Foods is on N.C. State Contract 393A-Food Services and is used to purchase non-meat foods, condiments, and supplies. NC Department of Corrections supplies meat products for the Jail at a lower cost than State Contract pricing through their State Corrections Enterprises Program. Both have competitive pricing and are efficient in delivery. The funds are to come out of account 510030-404700.

These expenditures have been budgeted in the FY 24-25 Budget Ordinance.

ACTION REQUESTED:
The Board of Commissioners is requested to authorize purchase orders for food and provisions for the Jail to NC Department of Corrections $75,000 and US Food Services: $75,000.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval of Purchase Order for Motorola Solutions for the yearly service agreement on the 911 center radio console system in the amount of $66,721.29

SUMMARY:

Approval of Purchase Order and requesting funds for E911 radio system through Motorola Solutions for annual maintenance and support. This service contract assures that the radio system is kept in good working order through a 24/7 emergency service agreement, yearly preventative maintenance agreement as well as covering any costs of repairs that may be needed throughout the year.
Fund will come from account 252-404500.
These funds were budgeted for in FY 24-25.

ACTION REQUESTED:
Approval of Purchase Order for Motorola Solutions for the yearly service agreement on the 911 center radio console system in the amount of $66,721.29.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2547928
Contract Number: USC000639660
Contract Modifier: R03-MAR-24 10:27:23

Date:03/03/2024

Company Name:	PENDER COUNTY SHERIFF DEPT
Attn:	
Billing Address:	605 E FREMONT ST
City, State, Zip:	BURGAW , NC, 28425
Customer Contact:	
Phone:	

Required P.O. :	
PO # :	
Customer # :	1036177641
Bill to Tag # :	
Contract Start Date :	01-Jul-2024
Contract End Date :	30-Jun-2025
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$11,724.83
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$11,724.83
	LSV01S03150A	AVTEC SCOUTCARE HDW MAINT	$3,873.00
	LSV01S03150A	AVTEC SCOUTCARE HDW MAINT	$3,873.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$454.32
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$454.31
	LSV01S02018A	AVTEC SCOUTCARE SFT MAINT	$17,308.51
	LSV01S02018A	AVTEC SCOUTCARE SFT MAINT	$17,308.49

Subtotal - Recurring Services	$5,560.11	$66,721.29
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$66,721.29

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2547928
Contract Number: USC000639660
Contract Modifier: R03-MAR-24 10:27:23

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Kelly Nix	7046071839	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name :	PENDER COUNTY SHERIFF DEPT
Contract Number :	USC000639660
Contract Modifier :	R03-MAR-24 10:27:23
Contract Start Date :	01-Jul-2024
Contract End Date :	30-Jun-2025

500 W Monroe Street
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(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2547928
Contract Number: USC000639660
Contract Modifier: R03-MAR-24 10:27:23

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-2547928
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2547928
Contract Number: USC000639660
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval request to carry over and re-budget a Purchase Order for Hall's Building for the camp top and accessories for 2023 Chevrolet Silverado 1500 truck in the amount of $7,950.00.

SUMMARY:
Requesting approval to carry over and re-budget the Purchase Order for Hall's Buildings for the camper top and accessories for the 2023 Chevrolet Silverado 1500 truck in the amount of $7,950.00.
These were budgeted funds in FY 23-24.

ACTION REQUESTED:
Approval request to carry over and re-budgeted a Purchase Order for Hall's Building for the camp top and accessories for 2023 Chevrolet Silverado 1500 truck in the amount of $7,950.00.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval to carry over and re-budget Purchase Order for Mobile Communications America, Inc for the tower repairs at the Sheriff's Office in the amount of $44,560.91.

SUMMARY:
Pender County Sheriff's Office requesting approval to carry over and re-budget a Purchase Order (PO# 594) for Mobile Communications America, Inc for the tower repairs at the Sheriff's Office in the amount of $44,560.91.

ACTION REQUESTED:
Approval to carry over and re-budgeted Purchase Order for Mobile Communications America, Inc for the tower repairs at the Sheriff's Office in the amount of $44,560.91.

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

QUOTATION

492003279

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

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

Contact:
Contact #:

Contact: Andy Devane
Contact #:

Date: 04/30/2024	Customer #: 107488	Terms: NET 30 DAYS

Quantity	Description	U/M	Unit Price	Extended
2	TX/RX 746-869 MHZ, MULTI-CHANNEL CONTROL STATION COMBINER- 8CH	EA	11,270.00	22,540.00
700	Jacket 50-OHM 7/8" Cabl	FT	6.50	4,550.00
2	806-869 9dB OMNI ANT	EA	2,047.50	4,095.00
2	7-16 DIN MALE POSITIVE STOP 7/8"	EA	24.85	49.70
2	N-Male Positive Stop for 7/8" AVA5-50	EA	36.02	72.04
1	7/8" Round Cushion 2 Hole	EA	4.17	4.17
1	Tower Labor to Install Proposed Antenna and Line. Includes: Mobilization Drilling U-Bolts Holes on Existing Face Mount & Installing (2) Pipes Installation of Antennas Installation of 7/8 Cable at 350' of Length Routing of Cables Through Building Ceiling, Adding Beam Clamps to Support Beams, & Grounding at Requested Locations Installation of Customer Provided Connectors & Testing of Cables Post Installation	EA	6,750.00	6,750.00
1	Additional Tower Installation parts: (4) 7/8 Ground Kits (20 Bags) 7/8 Snap-ins (2) ½ Jumpers with N Connections (1) Small Buss Bar Kit (1) Ground Buss Bar Kit with 2 Solid (2) 2 3/8 Pipes with (6) U-Bolts	EA	2,150.00	2,150.00
1	Labor for Decommission of Existing L&A to Include: Removal of Two Antenna Arrays with Associated Mounts & Associated Hardlines	EA	1,600.00	1,600.00
1	Ground installation, integration and testing	EA	2,500.00	2,500.00
1	SHIPPING/HANDLING	EA	250.00	250.00

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

QUOTATION

492003279

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

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

Contact:
Contact #:

Contact: Andy Devane
Contact #:

Date: 04/30/2024	Customer #: 107488	Terms: NET 30 DAYS

Quantity	Description	U/M	Unit Price	Extended

Quote valid for 30 days from date above
Please contact customer representative by phone or email with any questions:
Customer Rep: Mike Cavalluzzi
Phone #: 910-279-2044
Email: MikeCavalluzzi@callmc.com

Subtotal :	$44,560.91
Tax :	$3,007.86
Total Quote :	$47,568.77

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

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.

MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

NON-STANDARD PAYMENT TERMS:

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

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

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

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

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

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

LIMITED WARRANTY:

A. MANUFACTURER'S WARRANTIES. Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "**Manufacturer Warranties**"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.

B. LIMITED SERVICES WARRANTY. MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("**Limited Services Warranty**"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "**Warranty Period**"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).

C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

D. WARRANTY CONDITIONS. MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITATIONS:

A. LIMITATIONS OF MCA LIABILITY. IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

B. MAXIMUM LIABILITY. IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

C. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.

D. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.

E. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

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

PATENT, COPYRIGHT AND TRADEMARKS:

A. COPYRIGHT AND MASK WORKS: Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Product ("**Manufacturer's Software**") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

B. REVERSE ENGINEERING: Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer's software and equipment. Since unauthorized use of such Manufacturer's Software and equipment will greatly diminish the value of such trade secrets.

C. LOGOS AND TRADEMARKS: Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.

Purchase Order

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 594

Delivery must be made within doors of specified destination.

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

VENDOR

Mobile Communications America, Inc
P O Box 1458
Charlotte, NC 28201
Fax: 704-597-7050

SHIP TO

PENDER CO SHERIFF DEPT
605 E. FREMONT ST
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
704-597-5220 x690	704-597-7050	673	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/10/2024	19148			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Mobile Communications - Tower repair				
1	Repairs to tower at Sheriff's Office - approved at BOCC meeting 5/6/20234, Item# 8.1 510 - 407400 $44,560.91	1.0	EACH	$44,560.91	$44,560.91
	********** GL SUMMARY ********** 510 - 407400 $44,560.91				

DEPARTMENT COPY

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/. Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required by the Local Government and Fiscal Control Act.

By: Margaret C. Blue Authorized Signature By: David L. Cameron Authorized Signature By: Bal Alexander Authorized Signature

PO Total **$44,560.91**

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval to carry over and re-budget a Purchase Order for Motorola Solutions for replacement radios in the amount of $4,333.99.

SUMMARY:
Pender County Sheriff's Office requesting approval to carry over and re-budgeted a Purchase Order (PO# 457) for Motorola Solutions for replacement radios in the amount of $4,333.99.

ACTION REQUESTED:
Approval to carry over and re-budgeted a Purchase Order for Motorola Solutions for replacement radios in the amount of $4,333.99.

ATTACHMENTS:
Approval to carry over Purchase Order for Motorola Solutions for replacement radios in the amount of $4,333.99.

MOTOROLA SOLUTIONS

PENDER COUNTY SHERIFF DEPT

01/03/2024

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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01/03/2024

PENDER COUNTY SHERIFF DEPT
605 E FREMONT ST
BURGAW, NC 28425

Dear Andy Devane,

Motorola Solutions is pleased to present PENDER COUNTY SHERIFF DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PENDER COUNTY SHERIFF DEPT with the best products and services available in the communications industry. Please direct any questions to Mike Cavalluzzi at mikecavalluzzi@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mike Cavalluzzi

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-2475359

Billing Address:
PENDER COUNTY SHERIFF
DEPT
605 E FREMONT ST
BURGAW, NC 28425
US

Quote Date:01/03/2024
Expiration Date:03/03/2024
Quote Created By:
Mike Cavalluzzi
mikecavalluzzi@callmc.com

End Customer:
PENDER COUNTY SHERIFF DEPT
Andy Devane

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000			
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	1	$4,178.07	$4,178.07
1a	Q698AA	ADD: 2.5 INCH BELT CLIP	1		
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1		
1c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1		
1d	QA00582AJ	ALT: IMPRES LI-ION 2500MAH UL BATTERY (NNTN8560)	1		
1e	QA00580AF	ADD: TDMA OPERATION	1		
1f	QA09113AB	ADD: BASELINE RELEASE SW	1		
1g	H885BK	ADD: 3Y ESSENTIAL SERVICE	1		
1h	QA01770AC	ENH: ENHANCEMENT LEVEL 1	1		
1i	H869CE	ENH: MULTIKEY	1		
2	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	1	$106.92	$106.92
	Product Services				
3	LSV00Q00202A	DEVICE PROGRAMMING	1	$49.00	$49.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total $4,333.99(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

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

Purchase Order

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	457

Delivery must be made within doors of specified destination.

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449
BURGAW, NC 28425

VENDOR

Motorola Solutions, Inc
13104 Collections Center Drive
Chicago, IL 60693
Email: US.remittance@motorolasolutions.com
Fax: 252-838-8826

SHIP TO

PENDER CO SHERIFF DEPT
605 E. FREMONT ST
BURGAW, NC 28425

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
252-838-8825	252-838-8826	582	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/16/2024	11965			SHERIFF

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Motorola-replacement portable radio				
1	APX 4000 replacement portable radio 510 - 401600 $4,333.99	1.0	EACH	$4,333.99	$4,333.99
	********** GL SUMMARY ********** 510 - 401600 $4,333.99				

DEPARTMENT COPY

As part of this Purchase Order, please see agreed upon Terms & Conditions available at: http://www.pendercountync.gov/vendortermsandconditions/.
Please note these Terms & Conditions are subject to revision and updates will be made available at the same. Contact Pender County Purchasing with any questions at (910) 259-1281.

This Disbursement Has Been Approved As Required
by the Local Government and Fiscal Control Act.

By: Margaret C. Blue
Authorized Signature

By: David L. Conner
Authorized Signature

PO Total	$4,333.99

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval to carry over funds and re-budget from FY 24 to FY 25 along with Sole Source multi-year vendor for Axon Signal Units in the amount of $4,185.00.

SUMMARY:
Pender County Sheriff's Office is requesting the approval to carry over and re-budget funds from FY 24 to FY 25, along with the Sole Source multi-year vendor for Axon Signal Units in the amount of $4,185.00.
These units will be used with emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the buffering to event mode.

ACTION REQUESTED:
Approval to carry over funds and re-budgeted from FY 24 to FY 25 along with Sole Source multi-year vendor for Axon Signal Units in the amount of $4,185.00.

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SCOTTSDALE, ARIZONA 85255

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August 2, 2023

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button

[1] Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

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- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

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- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

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Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07+Al:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database

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management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors
- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier
- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities

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- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)

Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer

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knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

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Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file

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- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA

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- Library of webinars available 24/7
- Remote-location troubleshooting

Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054
12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023

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- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Mini MOLLE Mount, Axon RapidLock Model: 11703
- Belt Clip Mount, Axon RapidLock Model: 11509

13. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

14. Axon Signal Unit Model: 70112

15. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
    - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
    - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
    - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

16. Axon Signal Performance Power Magazine (SPPM) Model: 70116

17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

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Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10

[2] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

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SCOTTSDALE, ARIZONA 85255

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certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.

16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

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Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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Price per unit $279.00

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Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order for Axon Body Camera Lease (4 Year) in the amount of the first year payment of $60,183.73.

SUMMARY:
Pender County Sheriff's Office is requesting approval of a Purchase Order for Axon Body Camera Lease. The total amount of the 4 year lease is $133,366.64. The first year payment is $60,183.73. These funds were budgeted for in FY 24-25.
Will come out of account 510-404500.

ACTION REQUESTED:
Approval of a Purchase Order for Axon Body Camera Lease (4 Year) in the amount of the first year payment of $60,183.73.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-564175-45420.556RM

Issued: 05/08/2024
Quote Expiration: 06/28/2024
Estimated Contract Start Date: 09/01/2024
Account Number: 187670
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Pender County Sheriff's Office - NC 605 E Fremont St Burgaw, NC 28425-5115 USA	Pender County Sheriff's Office - NC 605 E Fremont St Burgaw NC 28425-5115 USA Email: michael.collier@pendersheriff.com	Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Michael Collier Phone: 9102591431 Email: mcollier@pendersheriff.com Fax:

Quote Summary

Program Length	43 Months
TOTAL COST	$130,962.99
ESTIMATED TOTAL W/ TAX	$133,366.64

Discount Summary

Average Savings Per Year	$3,164.64
TOTAL SAVINGS	$11,339.97

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	$22,682.85	$909.45	$23,592.30
Apr 2025	$36,093.38	$498.05	$36,591.43
Apr 2026	$36,093.38	$498.05	$36,591.43
Apr 2027	$36,093.38	$498.10	$36,591.48
Total	**$130,962.99**	**$2,403.65**	**$133,366.64**

Quote Unbundled Price:	**$142,302.96**
Quote List Price:	**$130,162.77**
Quote Subtotal:	**$130,962.99**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HARDWARE FINANCING	1	17		$23.30	$28.28	$480.76	$32.45	$513.21
73352	TRUE UP - BWC HARDWARE FINANCING	12	17		$23.30	$26.50	$5,406.84	$364.96	$5,771.80
BWCamTAP	Body Worn Camera TAP Bundle	12	43	$51.71	$33.13	$33.13	$17,095.08	$1,153.92	$18,249.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	43	$94.72	$35.35	$35.35	$1,520.05	$102.60	$1,622.65
A la Carte Hardware									
AB3C	AB3 Camera Bundle	12			$789.00	$789.00	$9,468.00	$639.09	$10,107.09
AB3MBD	AB3 Multi Bay Dock Bundle	1			$1,638.90	$1,638.90	$1,638.90	$110.63	$1,749.53
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	43		$26.33	$26.33	$13,586.28	$0.00	$13,586.28
73680	AXON RESPOND PLUS - LICENSE	82	43		$20.86	$20.86	$73,552.36	$0.00	$73,552.36
BasicLicense	Basic License Bundle	12	43		$15.80	$15.92	$8,214.72	$0.00	$8,214.72
Total							**$130,962.99**	**$2,403.65**	**$133,366.64**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14	1	08/01/2024
AB3 Camera Bundle	71026	AXON BODY - MOUNT - MAGNET FLEXIBLE REINFORCED RAPIDLOCK	14	1	08/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12	1	08/01/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	1	1	08/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	09/01/2025
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	1	09/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	03/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12	1	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	09/01/2024	03/31/2028
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	09/01/2024	03/31/2028
A la Carte	73680	AXON RESPOND PLUS - LICENSE	82	09/01/2024	03/31/2028
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	09/01/2024	03/31/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	08/01/2025	03/31/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	12	08/01/2025	03/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	605 E Fremont St	Burgaw	NC	28425-5115	USA

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73352	TRUE UP - BWC HARDWARE FINANCING	1	$46.43	$3.13	$49.56
Annual Payment 1	73352	TRUE UP - BWC HARDWARE FINANCING	12	$522.20	$35.25	$557.45
Annual Payment 1	73680	AXON RESPOND PLUS - LICENSE	82	$7,103.85	$0.00	$7,103.85
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$1,312.19	$0.00	$1,312.19
Annual Payment 1	AB3C	AB3 Camera Bundle	12	$9,468.00	$639.09	$10,107.09
Annual Payment 1	AB3MBD	AB3 Multi Bay Dock Bundle	1	$1,638.90	$110.63	$1,749.53
Annual Payment 1	BasicLicense	Basic License Bundle	12	$793.39	$0.00	$793.39
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$146.81	$9.90	$156.71
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	12	$1,651.08	$111.45	$1,762.53
Total				**$22,682.85**	**$909.45**	**$23,592.30**

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73352	TRUE UP - BWC HARDWARE FINANCING	1	$144.78	$9.77	$154.55
Annual Payment 2	73352	TRUE UP - BWC HARDWARE FINANCING	12	$1,628.21	$109.90	$1,738.11
Annual Payment 2	73680	AXON RESPOND PLUS - LICENSE	82	$22,149.50	$0.00	$22,149.50
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$4,091.36	$0.00	$4,091.36
Annual Payment 2	BasicLicense	Basic License Bundle	12	$2,473.78	$0.00	$2,473.78
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$457.74	$30.90	$488.64
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	12	$5,148.01	$347.48	$5,495.49
Total				**$36,093.38**	**$498.05**	**$36,591.43**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73352	TRUE UP - BWC HARDWARE FINANCING	1	$144.78	$9.77	$154.55
Annual Payment 3	73352	TRUE UP - BWC HARDWARE FINANCING	12	$1,628.21	$109.90	$1,738.11
Annual Payment 3	73680	AXON RESPOND PLUS - LICENSE	82	$22,149.50	$0.00	$22,149.50
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$4,091.36	$0.00	$4,091.36
Annual Payment 3	BasicLicense	Basic License Bundle	12	$2,473.78	$0.00	$2,473.78
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$457.74	$30.90	$488.64
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	12	$5,148.01	$347.48	$5,495.49
Total				**$36,093.38**	**$498.05**	**$36,591.43**

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73352	TRUE UP - BWC HARDWARE FINANCING	1	$144.78	$9.78	$154.56
Annual Payment 4	73352	TRUE UP - BWC HARDWARE FINANCING	12	$1,628.21	$109.91	$1,738.12
Annual Payment 4	73680	AXON RESPOND PLUS - LICENSE	82	$22,149.50	$0.00	$22,149.50

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$4,091.36	$0.00	$4,091.36
Annual Payment 4	BasicLicense	Basic License Bundle	12	$2,473.78	$0.00	$2,473.78
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	$457.74	$30.90	$488.64
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	12	$5,148.01	$347.51	$5,495.52
Total				**$36,093.38**	**$498.10**	**$36,591.48**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

6-18-2024

Date Signed

5/8/2024

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval of Purchase Order for Axon Taser lease for FY 25 in the amount of $47,032.85.

SUMMARY:
Pender County Sheriff's Office is requesting the approval of a Purchase Order for the Axon Taser lease for FY 25. The full amount of the 5 Year lease is $675,725.11. The first year payment is in the amount of $47,032.85.
These funds are budgeted for in FY 25 in account 510-404500.

ACTION REQUESTED:
Approval of Purchase Order for Axon Taser lease for FY 25 in the amount of $47,032.85.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-508197-45463.532RM

Issued: 06/20/2024

Quote Expiration: 06/28/2024

Estimated Contract Start Date: 07/15/2024

Account Number: 187670

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Pender County Sheriff's Office - NC 605 E Fremont St Burgaw, NC 28425-5115 USA	Pender County Sheriff's Office - NC 605 E Fremont St Burgaw NC 28425-5115 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Eric Wallen Phone: (910) 259-1212 Email: eric.wallen@pendersheriff.com Fax:

Quote Summary

Program Length	64 Months
TOTAL COST	$636,159.00
ESTIMATED TOTAL W/ TAX	$675,725.11

Discount Summary

Average Savings Per Year	$35,652.28
TOTAL SAVINGS	$190,145.50

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	$45,085.20	$1,947.65	$47,032.85
Oct 2025	$147,768.45	$9,404.54	$157,172.99
Oct 2026	$147,768.45	$9,404.54	$157,172.99
Oct 2027	$147,768.45	$9,404.54	$157,172.99
Oct 2028	$147,768.45	$9,404.84	$157,173.29
Total	**$636,159.00**	**$39,566.11**	**$675,725.11**

Quote Unbundled Price:	**$826,304.50**
Quote List Price:	**$666,932.50**
Quote Subtotal:	**$636,159.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	60	60	$132.51	$102.91	$98.48	$354,528.00	$22,637.29	$377,165.29
C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	45	60	$117.05	$97.49	$93.05	$251,235.00	$16,075.08	$267,310.08
A la Carte Hardware									
20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	60			$26.75	$0.00	$0.00	$0.00	$0.00
20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	5			$80.10	$0.00	$0.00	$0.00	$0.00
100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10			$83.20	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	60	4		$5.20	$5.20	$1,248.00	$0.00	$1,248.00
A la Carte Services									
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60	4		$2.70	$2.70	$648.00	$43.74	$691.74
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$12,000.00	$12,000.00	$810.00	$12,810.00
85147	AXON TASER - PSO - STARTER	1			$14,000.00	$14,000.00	$14,000.00	$0.00	$14,000.00
Total							**$636,159.00**	**$39,566.11**	**$675,725.11**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	100126	AXON VR - TACTICAL BAG	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	60	2	10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	60		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1200		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	360		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100401	AXON TASER 10 - CARTRIDGE - INERT	300		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	60		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100748	AXON VR - CONTROLLER - TASER 10	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101294	AXON VR - TABLET	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101300	AXON VR - TABLET CASE	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	60		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	11		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	2		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20378	AXON VR - HEADSET - HTC FOCUS 3	3		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	100126	AXON VR - TACTICAL BAG	2		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	100833	AXON VR - CONTROLLER - TASER 7	2		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	2		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	101294	AXON VR - TABLET	2		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	101300	AXON VR - TABLET CASE	2		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	45		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	54		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	45		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	20378	AXON VR - HEADSET - HTC FOCUS 3	2		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	135		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	135		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	90		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	90		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	45		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	45		10/15/2024

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION WITH VR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1		10/15/2024
BUNDLE - TASER 7 CERTIFICATION WITH VR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1		10/15/2024
A la Carte	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10		10/15/2024
A la Carte	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	5		10/15/2024
A la Carte	20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	60		10/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		10/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	480		10/15/2025
BUNDLE - TASER 7 CERTIFICATION WITH VR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90		10/15/2025
BUNDLE - TASER 7 CERTIFICATION WITH VR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90		10/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		10/15/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	480		10/15/2026
BUNDLE - TASER 7 CERTIFICATION WITH VR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90		10/15/2026
BUNDLE - TASER 7 CERTIFICATION WITH VR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90		10/15/2026
BUNDLE - TASER 7 CERTIFICATION WITH VR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	90		10/15/2026
BUNDLE - TASER 7 CERTIFICATION WITH VR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	90		10/15/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	3		04/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3		04/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3		04/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	3		04/15/2027
BUNDLE - TASER 7 CERTIFICATION WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	2		04/15/2027
BUNDLE - TASER 7 CERTIFICATION WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2		04/15/2027
BUNDLE - TASER 7 CERTIFICATION WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2		04/15/2027
BUNDLE - TASER 7 CERTIFICATION WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2		04/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		10/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	480		10/15/2027
BUNDLE - TASER 7 CERTIFICATION WITH VR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90		10/15/2027
BUNDLE - TASER 7 CERTIFICATION WITH VR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90		10/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	180		10/15/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	480		10/15/2028
BUNDLE - TASER 7 CERTIFICATION WITH VR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	90		10/15/2028
BUNDLE - TASER 7 CERTIFICATION WITH VR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	90		10/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	60	07/15/2024	11/14/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101180	AXON TASER - DATA SCIENCE PROGRAM	60	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	60	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	60	11/15/2024	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	45	11/15/2024	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2024	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	45	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION WITH VR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60
BUNDLE - TASER 10 CERTIFICATION WITH VR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION WITH VR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION WITH VR	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	45
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60
A la Carte	85147	AXON TASER - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	3	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	3	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	60	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	60	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	11	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	2	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	54	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	45	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	10/15/2025	11/14/2029
BUNDLE - TASER 7 CERTIFICATION WITH VR	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/15/2025	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
	605 E Fremont St	Burgaw	NC	28425-5115	USA
2	605 E Fremont St	Burgaw	NC	28425-5115	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101267	AXON VR - PSO - FULL INSTALLATION	1	$12,000.00	$810.00	$12,810.00
Annual Payment 1	85147	AXON TASER - PSO - STARTER	1	$14,000.00	$0.00	$14,000.00
GAP Coverage	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	60	$648.00	$43.74	$691.74
GAP Coverage	20248	AXON TASER - EVIDENCE.COM LICENSE	60	$1,248.00	$0.00	$1,248.00
Year 1	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	$0.00	$0.00	$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$70.65	$0.00	$70.65
Year 1	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	5	$0.00	$0.00	$0.00
Year 1	20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	60	$0.00	$0.00	$0.00
Year 1	C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	45	$7,099.74	$454.19	$7,553.93
Year 1	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	60	$10,018.81	$639.72	$10,658.53
Total				**$45,085.20**	**$1,947.65**	**$47,032.85**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	$0.00	$0.00	$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$607.34	$0.00	$607.34
Year 2	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	5	$0.00	$0.00	$0.00
Year 2	20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	60	$0.00	$0.00	$0.00
Year 2	C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	45	$61,033.85	$3,905.17	$64,939.02
Year 2	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	60	$86,127.26	$5,499.37	$91,626.63
Total				**$147,768.45**	**$9,404.54**	**$157,172.99**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	$0.00	$0.00	$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$607.34	$0.00	$607.34
Year 3	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	5	$0.00	$0.00	$0.00
Year 3	20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	60	$0.00	$0.00	$0.00
Year 3	C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	45	$61,033.85	$3,905.17	$64,939.02
Year 3	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	60	$86,127.26	$5,499.37	$91,626.63
Total				**$147,768.45**	**$9,404.54**	**$157,172.99**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	$0.00	$0.00	$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$607.34	$0.00	$607.34
Year 4	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	5	$0.00	$0.00	$0.00

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	60	$0.00	$0.00	$0.00
Year 4	C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	45	$61,033.85	$3,905.17	$64,939.02
Year 4	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	60	$86,127.26	$5,499.37	$91,626.63
Total				**$147,768.45**	**$9,404.54**	**$157,172.99**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	$0.00	$0.00	$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$607.34	$0.00	$607.34
Year 5	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	5	$0.00	$0.00	$0.00
Year 5	20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	60	$0.00	$0.00	$0.00
Year 5	C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	45	$61,033.85	$3,905.38	$64,939.23
Year 5	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	60	$86,127.26	$5,499.46	$91,626.72
Total				**$147,768.45**	**$9,404.84**	**$157,173.29**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-210209

These contracts expire effective 7/14/2024.

Execution of this renewal agreement and any credits contained therein are contingent upon payment in full of any outstanding invoices,

Signature	Date Signed
6/20/2024	

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 15, 2024
SUBJECT:	Approval of Budget Amendment to transfer funds from revenue to expenditure in the amount of $4,091.65.

SUMMARY:
Requesting approval of Budget Amendment to transfer funds from Revenue to Expenditure line in the amount of $4,091.65. These funds will be used to replace radios.

ACTION REQUESTED:
Approval of Budget Amendment to transfer funds from revenue to expenditure in the amount of $4,091.65.

Sedgwick Claims Management Services, Inc
P O Box 14436
Lexington, KY 40512-4436

0000143-0000609 0106 001 651159 SWK

PENDER COUNTY
PO BOX 1578
BURGAW NC 28425

DATE	CHECK AMOUNT	CHECK NUMBER
05/17/2024	4,091.65	141607274
PAYEE		TAX ID
PENDER COUNTY		None
SCMS UNIT		PAGE
184 Sedgwick Claims Management Services, Inc		01 of 01

Claimant Name	Loss Date	Claim Number
PENDER COUNTY	05/14/2024	4A2405HLVPR-0001
Amt Paid: 4,091.65	Description: Miscellaneous CL/Other	
Dates: 05/14/2024 - 05/14/2024	Comment: Lightning damage to radios	

RECEIVED
MAY 24 2024
PENDER FINANCE

SWK.RM.SDM.00.NP

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick Claims Management Services, Inc
On behalf of
NCACC Liability and Property Pool

ORIGIN 1841278 Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 05/17/2024

141607274
62-22
311

PAY: ******FOUR THOUSAND NINETY ONE AND 65/100 DOLLARS

$4,091.65

PAY TO THE ORDER OF PENDER COUNTY

Sedgwick

2382057873

MEMO: MP

NC Counties of Liability and P, Principal
Sedgwick Claims Management Services, Inc., Agent By:

⑈141607274⑈ ⑆031100225⑆ 2079950059703⑈

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features	Results of document alteration
MicroPrint Line	MP Small type in lines appears as dotted line when photocopied
Security Screen	Absence of "Original Document" verbiage on back of checks
Colored Background	Single color or uneven color gradient in the check background

Wednesday, June 19, 2024

Pender County Budget Ordinance Amendment

Fiscal Year FY 2024-2025

Department 510 - SHERIFFS DEPARTMENT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-320017	Insurance/Property Loss	4,091.65
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407100	Non Deprec Capital	4,091.65
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 4091.65

Total Expenditures 4091.65

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jcoleman@pendersheriff.com

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Marcel Miranda
DATE:	July 15, 2024
SUBJECT:	Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $56,700.

SUMMARY:

Pender County Government utilizes the ESRI Geographic Information Systems (GIS) platform to accurately map County assets, administer address points for new and existing structures, as well as provide tools to create maps for various circumstances and analysis. GIS is commonly used as an integral tool in providing emergency services by maintaining specific E-911 locations of structures and roadways within Pender County, enhancing response time through in-vehicle display within the Sheriff's Office and Pender EMS & Fire. GIS allows communication through information generated and maintained by utilizing ESRI GIS products. With the contract approval, ESRI provides annual licensing and maintenance of the software as well as training opportunities for County staff. The term of this agreement is three years, and the price of these licenses remains constant throughout the term of the agreement, which assists in financial planning for future years.

The ESRI GIS system and services are sole source. This ESRI Enterprise Agreement is for a three (3) year period. Currently, we're in year one (2) of the three (3) year agreement. Funding in future years will be available in the Department of Information Technology Services and Sheriff's Office FY 2024 and 2025 Budgets and cost allocation plan. The ESRI 3 year contract, was previously approved by the Board of County Commissioners on July 10, 2023 on the consent agenda item number 8.16.

Both the Information Technology Services (ITS) Department and the Sheriff's Office split the cost for this service and budget accordingly to cover a 70/30 split (70-ITS/30-SO). Specifically, the purchase order requested is for $56,700.00 to include estimated taxes.

This renewal was budgeted and accounted for in the Information Technology Services (ITS) Department Budget account #445-404500 and Sheriff's Office Budget account #252-404500 for FY 24-25.

Department	Contribution Amount
ITS	$37,422.00
Sheriff's Office	$18,711.00
TOTAL	**$56,700.00**

ACTION REQUESTED:
To approve a Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $56,700.00.

June 21, 2023

Mr. Erik Harvey
County of Pender
805 S Walker St
Burgaw, NC 28425-5001

Dear Erik,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White

Quotation # Q-486824

Date: June 21, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 370721 Contract # ENTERPRISE AGREEMENT

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/11/2023 To: 10/8/2023

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$170,100.00
Sales Tax:	$11,481.75
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$181,581.75

Upon acceptance of the offer, Pender County agrees to commit to the three-year term. Esri will invoice the Pender County for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

This offer is limited to the terms and conditions incorporated and attached herein.

Quotation # Q-486824

Date: June 21, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 370721 Contract # ENTERPRISE AGREEMENT

County of Pender
Information Technology Services
805 S Walker St
Burgaw, NC 28425-5001

ATTENTION: Erik Harvey
PHONE: (910) 259-1260
EMAIL: eharvey@pendercountync.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/11/2023 To: 10/8/2023

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
174382	5	$851.00	$4,255.00
Esri Training Pass per Day One Year Term			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing for ArcGIS Enterprise
50 ArcGIS Location Sharing for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Marcel Miranda
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to Carolina Advanced Digital (CAD). for Barracuda Total Email Protection for Microsoft Office 365 Annual Support & Maintenance Renewal in the amount of $63,451.09.

SUMMARY:
The Barracuda Essentials Total Email Protection is a complete email security solution that provides email-filtering, spam blocking, encryption, archiving, and backup. This annual renewal for support and maintenance allows the Pender County Information Technology Services (ITS) Department to continue using these services to protect our County email systems and provides unlimited access to Barracuda's Support Services.

Software house International was selected based on the lowest cost. Funding for this renewal was allocated in each department's Fiscal Year 24-25 Budget 404500 (Contracted Services).

Carolina Advanced Digital: $63,451.09
SHI: $66,747.24
Softchoice: $69,332.76

Department	Org	Amount
BOCC	410-404500	$ 701.95
BOE	430-404500	$ 571.95
CMO	420-404500	$ 1,221.95
COOP	605-404500	$ 961.95
EM	525-404500	$ 701.95
FFS	500-404500	$ 2,391.95
HLT	900-404500	$ 1,221.95
	900050-404500	$ 1,321.95
	900051-404500	$ 961.95
	900052-404500	$ 311.95

	900053-404500	$ 761.95
	900055-404500	$ 51.95
	900056-404500	$ 701.95
	900057-404500	$ 181.95
	900058-404500	$ 551.95
	900059-404500	$ 51.95
	900060-404500	$ 311.95
	900061-404500	$ 761.95
	900062-404500	$ 441.95
	900065-404500	$ 701.95
	900072-404500	$ 51.95
	900076-404500	$ 761.95
	900077-404500	$ 51.95
HSE	730-404500	$ 311.95
HR	425-404500	$ 961.95
INSP	650-404500	$ 1,741.95
ITS	445-404500	$ 14,910.89
LIB	630-404500	$ 3,171.95
PCD	653-404500	$ 1,221.95
PRK	665-404500	$ 1,351.95
FIN	440-404500	$ 1,351.95
ROD	480-404500	$ 961.95
DSS	100-404500	$ 14,221.95
TXA	450-404500	$ 2,391.95
TOU	670-404500	$ 311.95
UTL	69-404500	$ 4,601.95
VET	607-404500	$ 181.95
Total		$ 63,451.09

ACTION REQUESTED:
Approval of a Purchase Order to Carolina Advanced Digital for Barracuda Total Email Protection for Annual Support & Maintenance Renewal in the amount of $63,451.09.

Pricing Proposal
Quotation #: 24875968
Created On: 5/20/2024
Valid Until: 6/14/2024

NC-County of Pender

Marcel Miranda
NC
United States
Phone: (910) 259-0220
Fax:
Email: mmiranda@pendercountync.gov

Inside Account Executive

Jordan Brozas
290 Davidson Ave,
Somerset, NJ 08873
Phone: 800-527-6389
Fax:
Email: jordan_brozas@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Barracuda Total Email Protection Barracuda - Part#: BTEP Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 7/22/2024 – 7/21/2025	6804	$9.81	$66,747.24

*Tax	$0.00
Total	$66,747.24

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Quotation

CAROLINA ADVANCED DIGITAL, INC
IT INFRASTRUCTURE | SECURITY | MANAGEMENT

PO Box 318
Siler City, NC 27344
p. (919)460-1313
f. (919)460-1314
www.cadinc.com

Quote #	28061 - 3
Terms	NET 30
Contact	Kevin Moore dmoore@pendercountync.gov (910)259-1260
Quote Date	5/28/2024
Expires	6/27/2024

Sales Rep: BreAnn Verreen
bre@cadinc.com
p. 919-460-1313

Customer	Bill To	Ship To
Pender County Government (NC) Kevin Moore 805 S Walker Street PO Box 1437 Burgaw, NC 28425 UNITED STATES (910)259-1260 dmoore@pendercountync.gov	Pender County Government (NC) Accounts Payable 805 S Walker Street PO Box 1437 Burgaw, NC 28425 UNITED STATES (910)259-1260	Pender County Government (NC) 805 S Walker Street PO Box 1437 Burgaw, NC 28425 UNITED STATES (910)259-1260

Description	Customer PO	Contract	Ship Via
RNWL Barracuda Email Protection & Backup			UPS Ground

Mfg	Part #	Qty	Description	Price	Extended Price	Start Date	End Date	SerialNumber	MaintContract
Barracuda Networks, Inc	BTEP	1	Barracuda Total Email Protection - Subscription License - 567 Users, 1 Year	$63,451.09	$63,451.09	2024-07-22	2025-07-21	1376614	

Sub Total:	$63,451.09
Shipping and Handling:	$0.00
Tax Rate: (0.067500)	$4,282.95
Total	**$67,734.04**

To our Customers: Various factors contributing to disruptions in the global supply chain may result in our inability to fulfill "ship complete" orders. Please contact us for available order and delivery options. We appreciate your patience and understanding during these challenging circumstances. Delays in electronic device deliveries are possible. Estimated delivery dates will be updated as provided by our OEM or distribution partners.

****
Please check your shipment for any issues with quantity, damage or other discrepancies within 24 hours.
Please contact the Sales Rep listed above with any problems or concerns.
All applicable sales tax will be assessed at the time of invoicing.
** NOTE: Orders may require an Assignment of Proceeds from the Purchaser. **

ACH Info: Routing: 053103585 Account: 1881002720 Fidelity Bank NC Checking
All payments to Carolina Advanced Digital, Inc. must be in US Dollars

Please Note: Due to Mfr Policies, we cannot accept returns on Hardware/Software. Invoices bear interest at 1.5% per month commencing upon date payment is due.
ALL CISCO, APPLE CTO, AND JUNIPER/MIST ORDERS ARE NON-CANCELLABLE AND NON-RETURNABLE.

HUBZONE CERTIFIED, SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB) CERTIFIED.
TEIN: 56-1639656, CAGE CODE: 1V1E1, DUNS: 62-503-1166/UEI: LG6LJC4VPD93

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Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1965359
Date	07-Jun-2024

Quote

Ship To :
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW, NC 28425-5001

Bill To:
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW NC
28425-5001

Quote Prepared For	Connie Rivenbark County of Pender Phone: 910-259-1260 Email: crivenbark@pendercountync.gov
Quote Sent By	Emmet Kilkenny emmet.kilkenny@softchoice.com Phone: 7042741578 Fax:
Comments	

Barracuda Backup Server Appliance 990
Serial Number: 1555736

Item #	Mfg Sku #	Description	Qty	Billing Frequency	Start Date	End Date	Unit Price	Extended Price
2000174980	BBS990A-B	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A	12	Upfront	02-Dec-2024	01-Dec-2025	$2,530.00	$30,360.00
2000175017	BBS990A-H	Barracuda Instant Replacement - extended service agreement - 1 month - shipment	12	Upfront	02-Dec-2024	01-Dec-2025	$1,130.00	$13,560.00

2000056506	BBS990A-E	Barracuda Energize Updates - virus definitions update - 1 month	12	Upfront	02-Dec-2024	01-Dec-2025	$829.00	$9,948.00
						GROUP TOTAL		$53,868.00

	SUBTOTAL	$53,868.00
	DELIVERY: Ground - 3 to 5 days	$0.00
	State Tax	$1,116.63
	Local Tax	$470.16
All currency in this quote is in (USD).	**TOTAL**	$55,454.79

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

https://www.softchoice.com/softchoice-terms-and-conditions-for-products

Signature :

Name :

Title :

Date :

PO# : {{PO_es_:signer1}}

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Marcel Miranda
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to Carolina Advanced Digital (CAD) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $32,716.44.

SUMMARY:
The Barracuda Backup Appliance provides a data protection solution for physical, virtual, and web-based system environments by backing them up locally and replicating backups to cloud storage. Pender County has immediate and unlimited access to Barracuda's Support Services to address any issues that may arise with the backup appliance and cloud system 24x7. Our annual support and licensing agreement allows for firmware updates which include features and functionality optimization, as well as cloud replication of local backups for additional redundancy and instant replacement.

Carolina Advanced Digital (CAD) was selected based on the lowest cost. Funding for this renewal was allocated in the ITS Department's Fiscal Year 24-25 Budget, account 445- 404500 (Contracted Services).

Carolina Advanced Digital (CAD): $32,716.44
Software House International (SHI): $49,074.72
Softchoice: $55,454.79

ACTION REQUESTED:
Approval of a Purchase Order to Carolina Advanced Digital for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $32,716.44.

CAROLINA ADVANCED DIGITAL, INC
IT INFRASTRUCTURE | SECURITY | MANAGEMENT

PO Box 318
Siler City, NC 27344
p. (919)460-1313
f. (919)460-1314
www.cadinc.com

Quotation

Quote #	28752
Terms	NET 30
Contact	Marcel Miranda mmiranda@pendercountync.gov (910)259-1260
Quote Date	6/4/2024
Expires	7/4/2024

Sales Rep: BreAnn Verreen
bre@cadinc.com
p. 919-460-1313

Customer
Pender County Government (NC)
Marcel Miranda
805 S Walker Street
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260
mmiranda@pendercountync.gov

Bill To
Pender County Government (NC)
Accounts Payable
805 S Walker Street
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260

Ship To
Pender County Government (NC)
805 S Walker Street
PO Box 1437
Burgaw, NC 28425
UNITED STATES
(910)259-1260

Description	Customer PO	Contract	Ship Via
RNWL Barracuda backup			UPS Ground

Mfg	Part #	Qty	Description	Price	Extended Price	Start Date	End Date	SerialNumber	MaintContract
Barracuda Networks, Inc	BBS990A-B	1	Barracuda Backup Server Unlimited Cloud Storage - Subscription License - Unlimited Capacity - 8 Months	$18,480.00	$18,480.00	2024-12-02	2025-07-21	1555736	
Barracuda Networks, Inc	BBS990A-H	1	Barracuda Instant Replacement - Extended Service - 8 Months - Service - Service Depot - Exchange	$8,213.33	$8,213.33	2024-12-02	2025-07-21	1555736	
Barracuda Networks, Inc	BBS990A-E	1	Barracuda Energize Updates - 8 Months - Service - Technical	$6,023.11	$6,023.11	2024-12-02	2025-07-21	1555736	

Sub Total:	$32,716.44
Shipping and Handling:	$0.00
Tax Rate: (0.067500)	$2,208.36
Total	**$34,924.80**

To our Customers: Various factors contributing to disruptions in the global supply chain may result in our inability to fulfill "ship complete" orders. Please contact us for available order and delivery options. We appreciate your patience and understanding during these challenging circumstances. Delays in electronic device deliveries are possible. Estimated delivery dates will be updated as provided by our OEM or distribution partners.

****
Please check your shipment for any issues with quantity, damage or other discrepancies within 24 hours.
Please contact the Sales Rep listed above with any problems or concerns.
All applicable sales tax will be assessed at the time of invoicing.
** NOTE: Orders may require an Assignment of Proceeds from the Purchaser. **

ACH Info: Routing: 053103585 Account: 1881002720 Fidelity Bank NC Checking
All payments to Carolina Advanced Digital, Inc. must be in US Dollars

Please Note: Due to Mfr Policies, we cannot accept returns on Hardware/Software. Invoices bear interest at 1.5% per month commencing upon date payment is due.

ALL CISCO, APPLE CTO, AND JUNIPER/MIST ORDERS ARE NON-CANCELLABLE AND NON-RETURNABLE.

HUBZONE CERTIFIED, SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB) CERTIFIED.
TEIN: 56-1639656, CAGE CODE: 1V1E1, DUNS: 62-503-1166/UEI: LG6LJC4VPD93

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Pricing Proposal
Quotation #: 24874917
Created On: 5/20/2024
Valid Until: 6/14/2024

NC-County of Pender

Marcel Miranda
NC
United States
Phone: (910) 259-0220
Fax:
Email: mmiranda@pendercountync.gov

Inside Account Executive

Jordan Brozas
290 Davidson Ave,
Somerset, NJ 08873
Phone: 800-527-6389
Fax:
Email: jordan_brozas@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Barracuda Backup Server Appliance 990 Unlimited Cloud Storage Subscription 1 Month Barracuda - Part#: BBS990A-B Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 12/2/2024 – 12/1/2025	12	$2,310.00	$27,720.00
2	Barracuda Backup Server Appliance 990 Instant Replacement Subscription 1 Month Barracuda - Part#: BBS990A-H Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 12/2/2024 – 12/1/2025	12	$1,026.67	$12,320.04
3	Barracuda Backup Server Appliance 990 Energize Updates Subscription 1 Month Barracuda - Part#: BBS990A-E Contract Name: Charlotte Technology Products and Related Services Contract #: 2020000547 Coverage Term: 12/2/2024 – 12/1/2025	12	$752.89	$9,034.68

*Tax	$0.00
Total	$49,074.72

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1965359
Date	07-Jun-2024

Quote

Ship To :
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW, NC 28425-5001

Bill To:
Connie Rivenbark
County of Pender
805 S WALKER ST
BURGAW NC
28425-5001

Quote Prepared For	Connie Rivenbark County of Pender Phone: 910-259-1260 Email: crivenbark@pendercountync.gov
Quote Sent By	Emmet Kilkenny emmet.kilkenny@softchoice.com Phone: 7042741578 Fax:
Comments	

Barracuda Backup Server Appliance 990
Serial Number: 1555736

Item #	Mfg Sku #	Description	Qty	Billing Frequency	Start Date	End Date	Unit Price	Extended Price
2000174980	BBS990A-B	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A	12	Upfront	02-Dec-2024	01-Dec-2025	$2,530.00	$30,360.00
2000175017	BBS990A-H	Barracuda Instant Replacement - extended service agreement - 1 month - shipment	12	Upfront	02-Dec-2024	01-Dec-2025	$1,130.00	$13,560.00

2000056506	BBS990A-E	Barracuda Energize Updates - virus definitions update - 1 month	12	Upfront	02-Dec-2024	01-Dec-2025	$829.00	$9,948.00
						GROUP TOTAL		$53,868.00

	SUBTOTAL	$53,868.00
	DELIVERY: Ground - 3 to 5 days	$0.00
	State Tax	$1,116.63
	Local Tax	$470.16
All currency in this quote is in (USD).	**TOTAL**	$55,454.79

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

https://www.softchoice.com/softchoice-terms-and-conditions-for-products

Signature :

Name :

Title :

Date :

PO# : {{PO_es_:signer1}}

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 15, 2024
SUBJECT:	Approval of Purchase Order to Central Carolina Holdings, LLC for Tire Recycling & Disposal Services for FY25

SUMMARY:
We are entering year 3 of 5 (with two renewal terms possible) of our contract for tire recycling & disposal services with Central Carolina Holdings, LLC.

This service is funded in the FY25 budget in 75-404500 Contracted Services. PO amount will be $60,000.

ACTION REQUESTED:
Approve FY25 purchase order for $60,000 to Central Carolina Holdings, LLC for tire recycling & disposal services.

ATTACHMENTS:
CCH Tire Disposal Contract

STATE OF NORTH CAROLINA

PENDER COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 5th day of August 2022 ("Anniversary Date"), by and between the County of Pender, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, located at 1616, Mckoy Town Road, North Carolina 28326, herein after referred to as the "Contractor".

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County's designated sites and to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall made available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

STATE OF NORTH CAROLINA

PENDER COUNTY

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 8 (b) with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of $85.00 per ton, with a ten (10) ton minimum per load requirement. Freight will be charged at $1,124.00 per load in addition to a $25.00 Environmental Fee charge for each trailer pulled from the county collection site. Off road tires are charged at the same rate of $85.00 per ton plus an additional $0.20 per pound / Super Singles will be at the same rate of $85.00 per ton plus $.05 per pound with no minimum tonnage. A Consumer Price Index adjustment will be calculated in March of each year and will be applied to the contract price each year on the July 1. Central Carolina Holdings reserves the right to reject or apply a special handling sur-charge fee for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility.

Fuel Sur-charge is calculated on a base price of fuel being in the range of $2.50 to $2.74 per gallon. Total round trip 281 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding Sur-charge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast, as obtained from the Diesel Fuel Hotline (202) 586-6966.

STATE OF NORTH CAROLINA

PENDER COUNTY

Price per Gallon	Price Adjustment per mile
$2.50 - $2.74	+0.30
$2.75 - $2.99	+0.35
$3.00 - $3.24	+0.40
$3.25 - $3.49	+0.45
$3.50 - $3.74	+0.50
$3.75 - $3.99	+0.55
$4.00 - $4.24	+0.60
$4.25 - $4.49	+0.65
$4.50 - $4.74	+0.70
$4.75 - $4.99	+0.75
$5.00 - $5.24	+0.80

Formula follows with the price of fuel

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the county, or Contractor and County will agree to cancel the contract. Should such termination or recession occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or recession occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or recession of this contract. In no case shall the Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining or operating the location for assembly, collection, and removal of said tires.

8) Termination

This Contract may be terminated according to either of the following provisions:

a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

9) Force Majeure

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel. Contractor and County will negotiate satisfactory terms for both parties involved.

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a parry or by which it may be bound.

c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

11) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million ($1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days signing of Contract. Contractor shall always during the existence of this contract maintain liability insurance coverage in the amount not less than one million ($1,000,000.00) dollars.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

STATE OF NORTH CAROLINA

PENDER COUNTY

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice**, County of Pender** N.C.

14) Miscellaneous

14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

14.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.

14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

14.5) This Contract shall be governed by the laws of the State of North Carolina.

14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

14.7) In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

14.8) All notices, and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

STATE OF NORTH CAROLINA

PENDER COUNTY

Contractor
Central Carolina Holdings
1616 Mckoy Town Road
Cameron, North Carolina 28326

County
Pender County
P.O. Box 995
Burgaw, N.C. 28425

14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA

PENDER COUNTY

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

PENDER COUNTY

BY _____

ATTEST

_____

CENTRAL CAROLINA HOLDINGS

BY _____

ATTEST

_____

E-VERIFY REQUIREMENTS - As a condition for payment under this purchase order, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the 21 day of June, 2022.

_____
Meg Blue, Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY25

SUMMARY:

Effective January 1, 2018 Pender County entered into a new Solid Waste and Recycling Management Agreement with Waste Industries (now known as GFL-Green For Life) to provide waste management, hauling, and disposal of municipal solid waste, construction/demolition waste, and recycling at the county-owned/managed convenience center sites and the Transfer Station. The new contract included significant savings over the previous contract and remains in effect for an initial 5-year term and a recently approved one-year extension for an expiration date of June 30, 2024, and upon mutual agreement has been extended for an additional 5-year term. Funds have been budgeted for this expenditure. This purchase order request should cover the full FY23 fiscal year for waste management services. PO will be distributed among accounts 75-409200, 75-409300, 75-409400, and 75-409900 as appropriate.

ACTION REQUESTED:

Approve annual purchase order for $6,027,000 to GFL for solid waste disposal and hauling services for FY25

ATTACHMENTS:

Contract with GFL (Waste Industries) with First one-year contract extension
Five-year contract extension

SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

This **SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT** (this "Agreement") is made and entered into this 18th day of January, 2018 by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company (the "Company"), and PENDER COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate (the "County").

RECITALS

A. The County desires to ensure the economical and environmentally sound collection of Acceptable Solid Waste and Recyclables (as defined herein) and for the ultimate disposal of such Acceptable Solid Waste at a sanitary landfill and ultimate processing of Recyclables at a reputable Processer through this Agreement.

B. The Company is in the business of collecting of solid waste and recyclables and the disposal of solid waste.

C. The County desires to engage the Company for provision of services related to its transfer station, convenience centers, government locations and schools, and the Company desires to provide such services, all as further set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. As used herein, the following terms shall have the following meanings:

a. "Acceptable Solid Waste" means all solid waste accepted at the County Convenience Sites from individual residents of the County, government locations and schools which is acceptable for disposal at the Disposal Facility, including Household Waste, but specifically excluding Unacceptable Waste.

b. "Agreement" means this Solid Waste and Recycling Management Agreement, as it may hereafter be amended.

c. "Applicable Law" means all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

d. "County Convenience Sites" means the convenience centers owned by the County for receipt of Acceptable Household Waste and Recyclables from County residents and further identified on Attachment A.

e. "Disposal/Processing Facility" means the current locations of Sampson County Disposal Landfill located in Roseboro, NC, Sonoco Recycling Center in Wilmington, NC and/or Pender County Transfer in Hampstead, NC. In the event such facility becomes unavailable for any reason, "Disposal/Processing Facility" will mean an alternate disposal site, transfer station or recycling processor selected by the Company, which facility is, to the Company's knowledge, in compliance with all Applicable Laws. A change in Disposal/Processing Facility may or may not adjust the cost per haul or cost per ton. Also includes any facility for specific materials (recycling or otherwise) as directed by County that the Company can haul with existing certifications and equipment.

f. "Household Waste" means solid waste that is regularly generated or produced by the occupants of a residential dwelling unit during the course of daily activities or in the course of using the dwelling for a residential purpose, including, but not limited to, food scraps, cardboard, bottles, drink cans, paper, wrappings, clothing, furniture and books. Household Waste shall not include Unacceptable Solid Waste.

g. "Initial Term" has the meaning set forth in Section 2.

h. "Recyclables" means empty aluminum and bi-metal beverage cans; empty clear, green or brown glass bottles and food jars; empty plastic containers that pour with a neck smaller than the base of the bottle; (does not include motor oil or pesticide); newsprint and inserts; Mixed paper (copy paper, notebook paper, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over ¼ inch thick), corrugated cardboard and other items deemed now or at a later date to be recyclable This list may be amended or updated from time to time; based on the market and demand for such materials and/ or the impact on transportation and processing costs. Currently there is no processing charge for this list of recyclables. If in the future, Sonoco begins charging a processing fee for this list of materials and or changes list of materials, Company will present County with all options/choices for materials to be recycled and processors used to result in best financial choice for County. Any processing fee charged will be billed at actual cost. Documentation will be provided for any processing fees.

i. "Renewal Term" has the meaning set forth in Section 2.

j. "Services" has the meaning set forth in Section 4.

k. "Term" has the meaning set forth in Section 2.

l. "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as

defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the Disposal Facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, dead animals, animal parts, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended;

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Disposal Facility or because of its size, durability or composition cannot be managed or disposed of at the Disposal Facility or has a reasonable possibility of otherwise adversely affecting the operation of the Disposal Facility outside the normal usage expected for the facility; and

(iv) without limiting the foregoing, any other wastes that require special handling or approval from any environmental authority or agency, liquid waste and medical waste.

m. "White Goods" means any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.

2. Term. This Agreement shall be effective for a period beginning on xxxx, 2018 and ending on June 30, 2023 (the "Initial Term"). The parties may mutually agree to extend this Agreement thereafter for additional five year renewal terms (each a "Renewal Term", and together with the Initial Term, the "Term") by mutual agreement of the parties expressed in writing prior to the conclusion of any then current five year term.

3. Insurance. The Company shall at all times during the Term maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Company will name the County as an additional insured for purposes of this contract. The Company agrees to furnish the County with Certificates of Insurance or other evidence reasonably satisfactory to the County to evidence that such insurance has been procured and is in force. Such certificates will contain a provision that the policies will not be cancelled

without providing the County with 30 days' written notice. Insurance coverages will be in at least the following amounts:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$3,000,000 each occurrence

4. Services.

(a) The County hereby grants to the Company the exclusive right to provide services at the County Convenience Sites as listed on Attachment A; Transfer Station on Attachment B; and Schools on Attachment C; and Government Buildings on Attachment D. Company will meet with County on a yearly basis to discuss service, equipment and issues that may financially benefit the Company and/or improve customer service to its citizens.

(b) The Company will assign qualified personnel in connection with provision of all Services,. All Company employees providing the services will wear appropriate uniforms that display the name of the Company and identify the individual as an employee of the Company. Each employee will carry a valid operator's license for the type of vehicle such employee is required to operate. All Company employees will receive appropriate operation and safety training.

(c) All waste being transported by the Company will be so contained that leaking, spilling or blowing of the contents from the vehicle or container is prevented. In the event of spillage from a Company vehicle, the Company shall immediately clean up the litter.

(d) The Company will not be required to collect or transport any waste other than Acceptable Solid Waste and Recyclables; provided that the Company will promptly notify the County of any hazardous or otherwise unacceptable waste.

5. Rates; Payment.

(a) By the 15th day of each calendar month, the County will pay the Company the monthly fees calculated as set forth in Attachments A-D attached hereto, adjusted as set forth in Section 5(b) and 5(c) below.

(b) The fees shall be increased on an annual basis on the first day of July of each year of the term beginning July 1, 2019 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for the Month of December.

(c) Additional adjustments to rates will be requested and not unreasonably withheld, due to increases in cost due to taxes, fees, and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or permit condition that was not imposed directly because of the action or inaction of the Company. Documentation will be provided to support any request for adjustment.

6. Company Covenants.

(a) The Company will perform the Services in a fair and efficient manner and in compliance with all applicable laws.

(b) The Company will be responsible for obtaining and maintaining all permits or licenses require for the operation of its business in the County and the State of North Carolina.

(c) The Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age or ancestry.

7. Company Breach. In the event the County reasonably determines that the Company is in breach of any of its obligations hereunder, the County may send written notice of such breach to the Company. The Company will have thirty (30) days within which to cure such breach or, if the breach will take longer than thirty (30) days to cure, to implement reasonable measures to cure such breach. If the breach is not cured within such period (or if reasonable measures to cure have not been undertaken), the County may terminate this Agreement and retain all remedies available at law or in equity. In the alternative, if the Company reasonably objects to the claim of breach, the Company will respond in writing to the County within fifteen (15) days of receipt of the notice of breach with its justification for objection. The parties will work in good faith to resolve such dispute within thirty (30) days thereafter.

8. Assignment. No assignment by the Company will be binding upon the County, unless such assignment has had prior written approval and consent of the County. However, Company may assign this Agreement to an affiliate of Company without the prior approval of County.

9. Reports. Company will submit monthly project reports, including year –to-date information for the length of the contract period. Reports shall be submitted to Solid Waste Superintendent by the 10th of each month. The Company will provide an annual year-end report to the department in August of each year for contract year July 1 through June 30. Information in all reports will be mutually agreed upon by both County and Company.

10. Severability. If any provision of this contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force.

11. Notice. A letter addressed and sent by certified United States mail return receipt requested to either party at its business address specified below, shall be sufficient notice whenever required for any purpose in this contract.

If to Company, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Ted Habets
Fax: (919) 325-3000

If to County, to:

Pender County
805 South Walker Street
Burgaw, NC 28425
Attn: County Manager

12. Indemnification. The Company will indemnify and hold the County and all of its agents and employees from and against any and all claims, losses, damages, injuries, costs (including court costs and reasonable attorneys' fees), charges, liabilities or exposure (collectively, "Losses"), however caused, resulting from, arising out of or in any way connected with a willful or negligent act or omission of the Company, its officers, agents, and servants in its or their performance under this Agreement or the non-performance of the terms or the Company's obligations under this Agreement; provided, however, that the Company will not be liable for any Losses to the extent caused, resulting from or arising out of a willful or negligent act or omission of the County, its officers, council persons, agents, servants, and employees.

13. Grant or Right. The Company will be the only person or entity authorized by the County to provide the services set forth in this Agreement within the County.

14. Force Majeure. The parties shall not be liable for failure to perform under this Agreement (other than failure to pay any amounts due hereunder) if that failure arises out of causes beyond the control and without the fault or negligence of the party relying thereon. 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 the party relying thereon.

15. Miscellaneous.

(a) Entire Agreement. This Agreement 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.

(b) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Independent Contractor. The Company is an independent contractor and nothing contained in this Agreement shall constitute or designate the Company, any of its agents or employees as agents or employees of the County.

(d) Amendments. This Agreement may only be amended in writing and executed by both parties hereto.

(Signatures on next page)

IN WITNESS WHEREOF, this **SOLID WASTE and RECYCLING MANAGEMENT** Agreement is made and entered into as of the date first set forth above.

WASTE INDUSTRIES, LLC

Ted Habets — Region Vice President
SIGNATURE — TITLE

Norma Yanez — Government Contract Mgr
ATTEST — TITLE

PENDER COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK

COUNTY SEAL

County Clerk attests this 20 day February of 2018.

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

By: Katherine C. Brafford
County Finance Officer

Attachment A
Pender County Convenient Sites

Pender County Sites, staffing, equipment and haul rates are listed below. At each site, Company will supply an office shed with HVAC and telephone service, electrical service, gate locks, water and port-o-john service. Staff will be provided hand tools, gloves and any safety apparatus necessary to perform their duties. County provides site maintenance including mowing, trimming, snow removal and grading. County and Company will mutually agree upon pricing for any changes in site locations, hours open, staffing or equipment and/or any added or deleted sites.

Company will provide full time supervisor as point of contact between Company and County. The supervisor will be in charge of attendants, resolve complaints, make field decisions in regards to operational issues and communicate County policy decisions to Company and attendants for implementation.

Montague- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery trash compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

White Stocking- open Monday, Wednesday- Saturday 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery trash compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

Canetuck- open Wednesday 7am-1pm, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container, 6-8 cubic yard Front End Dumpsters- emptied 1 x week for trash
Monthly Fee- $3,208

Surf City- open Sunday 2pm-7pm, Monday 11am-7pm, Saturday 8am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee-$1,990

Hampstead- open Sunday 1pm-7pm, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday-7am—7pm
Monthly Fee includes 2 site attendants during hours open, 2 stationery compactors,2 self-contained compactors, 2-40 cubic yard compactor receiving containers, 2-40 cubic yard co-mingled closed recycle container, 3-30 cubic yard containers-
Monthly Fee- $11,694

Rocky Point- open Monday, Tuesday, Thursday, Friday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 3 stationery compactors, 2-precrushers, 11 compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 7-30 cubic yard containers-
Monthly Fee- $12,002

Burgaw- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 1 stationery compactor, 1 precrusher, 4-40 cubic yard compactor receiving container,1-40 cubic yard co-mingled closed recycle container, 5-30 cubic yard containers-
Monthly Fee- $5,624

Maple Hill- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container-
Monthly Fee-$3,962

Shiloh- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Willard- open Monday, Wednesday, Friday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving container, 2-40 cubic yard co-mingled closed recycle container, 4-30 cubic yard containers-
Monthly Fee-$4,931

Calico Bay- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Atkinson- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,171

Any Additional Containers:
30 cubic yard open top- $85.00 per month
40 cubic yard open top-$90.00 per month
40 cubic yard closed container-$100.00 per month

Roll Off Haul Rates

Location	Pender County Transfer Stn 312 Transfer Stn Rd, Hampstead	Sampson County Landfill 7434 Roseboro Hwy, Roseboro	Sonoco Recycling 3002 US 421, Wilmington	Horton Iron & Metal 2216 US 421, Wilmington
ATKINSON	$278.00	$340.00	$202.00	$202.00
BURGAW	$264.00	$349.00	$225.00	$198.00
CALICO BAY	$226.00	$328.00	$194.00	$200.00
CANETUCK	$272.00	$364.00	$194.00	
HAMPSTEAD	$89.00	$388.00	$237.00	$205.00
MAPLE HILL	$257.00	$362.00	$264.00	$264.00
MONTAGUE	$254.00	$354.00	$175.00	$185.00
PENDER TRANSFER STN	$84.00	$330.00		$224.00
ROCKY POINT	$216.00	$360.00	$222.00	$190.00
SHILOH	$268.00	$300.00	$198.00	$210.00
SURF CITY	$187.00	$398.00	$232.00	$232.00
WHITE STOCKING	$232.00	$342.00	$205.00	$205.00
WILLARD	$289.00	$315.00	$220.00	$215.00

Attachment B
Pender County Transfer Station

Company will provide two workers- to operate transfer station to include loading of trailers and tamping of the construction and demolition containers. Staff will have all necessary state certifications. Company will provide office including telephone and electricity. Company will provide two backhoes, a switch tractor for trailers and roll-off truck to switch loaded construction containers.
County will provide all maintenance and access to transfer station facilities including but not limited to the bulkhead, tire trailer, transfer station building, scales and sewage treatment plant.
Company will provide and haul trailers full of acceptable solid waste from transfer station to Sampson County Disposal Landfill in Roseboro, North Carolina.
Transfer Station open Monday, Tuesday, Wednesday, Thursday, Friday and Saturday from 8 am until 4:30 pm.

Staffing and equipment to operate Transfer Station- $13,796 per month
Transportation and Disposal for MSW received at Pender Transfer (tractor trailer) - $62.20 per ton
Construction and Demolition delivered to Sampson County Disposal - $31.27 per ton (does not include haul)

Attachment C

Pender County Schools & Pender Convenience Site

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County High School	4	8cy	3x/week	trash	$1,907.93
	10	95gal	1x/week	recycle	$240.00
Burgaw Elementary	1	8cy	3x/week	trash	$537.29
	1	6cy	3x/week	trash	$447.25
	10	95gal	1x/week	recycle	$240.00
Rocky Point Primary School	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
South Topsail Elementary	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
Topsail Middle	2	8cy	3x/week	trash	$994.17
	1	6cy	3x/week	trash	$447.25
	4	95gal	1x/week	recycle	$96.00
Topsail High School	4	8cy	3x/week	trash	$1,907.93
	1	6cy	1x/week	trash	$164.42
	10	95gal	1x/week	recycle	$240.00
North Topsail Elementary	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Topsail Elementary	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
West Pender Middle	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Burgaw Middle	1	8cy	3x/week	trash	$537.29
	2	4cy	3x/week	trash	$632.39
	4	95gal	1x/week	recycle	$96.00
Penderlea School	3	8cy	2x/week	trash	$992.60
	4	95gal	1x/week	recycle	$96.00
Malpass Corner School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Heide Trask High School	3	8cy	3x/week	trash	$1,451.05
	8	95gal	1x/week	recycle	$192.00
Cape Fear Middle School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Cape Fear Elem School	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender Learning Center	1	8cy	1x/week	trash	$195.92
	2	95gal	1x/week	recycle	$48.00
Pender Bus Garage	1	8cy	2x/week	trash	$366.60
	1	8cy	1x/week	cardboard	$90.00
	4	95gal	1x/week	recycle	$96.00

Extra Dump charges			Each
	2cy	trash	$60.00
	4cy	trash	$65.00
	6cy	trash	$75.00
	8cy	trash	$85.00
	8cy	cardboard	$50.00

Attachment D

Pender County Government Locations

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County DSS	1	8cy	1x/week	trash	$195.92
Pender County Administration	2	8cy	3x/week	trash	$994.17
Pender County Maintenance Garage	1	4cy	1x/week	trash	$132.11
	4	95gal	1x/week	recycle	$96.00
	1	8cy	1x/week	cardboard	$90.00
Pender County Jail	1	8cy	3x/week	trash	$537.29
Pender County Jail Kitchen	1	6cy	2x/week	trash	$305.84
Pender Memorial Park	2	8cy	1x/week	trash	$365.03
Pender County Housing	1	6cy	1x/week	trash	$164.42
Pender County Parks and Rec	1	8cy	2x/week	trash	$366.60
	4	95gal	1x/week	recycle	$96.00
Pender County Animal Control	1	4cy	2x/week	trash	$244.25
Pender County Surface Water Plant	1	2cy	1x/week	trash	$99.81
Pender County Utility Field Office	1	2cy	1x/week	trash	$99.81
Hampstead Annex	1	6cy	1x/week	trash	$164.42
Pender County WWTP	3	2cy	On-call	container rent	$75.00
Pender County Shooting Range	1	2cy	1x/week	trash	$99.81
Sloop Point Boat Landing	4	96gal	1x/week	trash	$80.00

Extra Dump charges				Each
	2cy		trash	$60.00
	4cy		trash	$65.00
	6cy		trash	$75.00
	8cy		trash	$85.00
	8cy		cardboard	$50.00

Alternate Pricing

Sloop Point Boat Landing	4	96gal	2x/week	trash	$160.00

STATE OF NORTH CAROLINA

PENDER COUNTY

FIRST AMENDMENT AND EXTENSION OF
SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT (this "Amendment") is made and entered into this 30th day of June, 2021, by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company, dba GFL Environmental ("WI") and PENDER COUNTY, body politic and corporate of the State of North Carolina (the "County").

RECITALS

A. The County and Waste Industries, LLC dba GFL Environmental are parties to a Solid Waste and Recycling Management Agreement dated January 1, 2018 (the "Agreement").

B. The parties desire to extend the term of the Agreement and to make certain other changes as set forth herein

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2. is hereby amended to extend agreement for one (1) additional year to June 30, 2024.
2. In consideration for the one- year extension, Section 5.b of the Agreement is hereby amended by **not** increasing contract rates for budget year, July 1, 2021 through June 30, 2022 only, to reflect the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for Month of December or 4.4%.
3. Except as specifically modified herein, the Agreement shall remain in full force and effect as written. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this First Amendment and Extension of Solid Waste and Recycling Management Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

WASTE INDUSTRIES, LLC

BY: _____
Ted Habets, Regional VP

ATTEST:

_____

DATE: 6/30/21

PENDER COUNTY

BY: _____
Charlene W. McElwee

ATTEST:

_____ Nancy Avery
Interim County Clerk

DATE: 6/30/21

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

_____
County Finance Officer

STATE OF NORTH CAROLINA

PENDER COUNTY

SECOND AMENDMENT AND EXTENSION OF
SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT (this "Amendment") is made and entered into this 12 day of June, 2024, by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company, dba GFL Environmental ("the Company") and PENDER COUNTY, body politic and corporate of the State of North Carolina (the "County").

RECITALS

A. The County and Waste Industries, LLC dba GFL Environmental are parties to a Solid Waste and Recycling Management Agreement dated January 1, 2018 (the "Agreement"), as amended by that First Amendment and Extension of Solid Waste and Recycling Management Agreement.

B. The parties desire to extend the term of the Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2. of the Agreement is amended to extend agreement for five (5) additional years, beginning June 30, 2024, and ending June 30, 2029.

2. Section 4 of the Agreement is amended to add an additional paragraph (e) to read as follows: "(e) The Company will replace signs at County Convenience Sites on or before June 30, 2025, the placement and design of the signage being subject to approval by the County, such approval not to be unreasonably withheld.

3. Section 5 of the Agreement is amended to add two additional sentences at the end of paragraph (b) to read as follows: "Notwithstanding the foregoing, there will be no annual adjustments to the fees to become effective July 1, 2025; provided however, annual increase in fees reflecting the annual adjustment based on the Consumer Price Index (CPI) will occur on July 1, 2026 and annually thereafter, exclusive of any adjustment for the Month of December in 2024. For the avoidance of doubt, if the CPI would justify a 5% adjustment on July 1, 2025, and a 6% adjustment on July 1, 2026, the parties' agreement is that the fees shall be adjusted by 6% and not 11% on July 1, 2026."

4. The Agreement is amended to add a new section 15 to read as follows: "15. Contingent Funding/Non-Appropriations Clause. Notwithstanding anything to the

contrary in this Agreement, all financial obligations of the County are dependent upon, and subject to, the continuing allocation of funds by the Pender County Board of Commissioners for such purpose. This Agreement shall automatically terminate if such funds cease to be allocated or available for any reason, and the County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement shall terminate at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract."

5. The Agreement is amended to add a new section 16 to read as follows: 16. Pre-Audit & Vendor Terms and Conditions Notices. Pursuant to NCGS § 159-28 no contract with a local government including the County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by that statute. This Agreement is invalid unless the Pre-audit Certificate below the signature lines is signed by the County Finance Officer or their Deputy in substantially the following form: "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." The County may include in any purchase order under this Contract Owner's Vendor Terms and Conditions, which are available at https://www.pendercountync.gov/vendortermsandconditions/, and may be revised from time to time. This Agreement shall be subject to those Vendor Terms and Conditions as amended from time to time, and in the event that any provision of the Agreement conflicts with those terms and conditions, the Vendor Terms and Conditions shall control."

6. The Agreement is amended to renumber the current Section 15 "Miscellaneous" as Section 17 "Miscellaneous.

7. Except as specifically modified herein, the Agreement shall remain in full force and effect as written. Capitalized terms used and not otherwise defined herein will have the meaning set forth in the Agreement.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Second Amendment and Extension of Solid Waste and Recycling Management Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

WASTE INDUSTRIES, LLC dba GFL ENVIRONMENTAL

BY: _____
Ryan Stack, Regional VP

ATTEST:

_____

DATE: 6/18/24

PENDER COUNTY

BY: _____
Brad George chairman of Board

ATTEST:

Al Stanfield

DATE: June 3, 2024

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

_____
Margaret Blue, County Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to American Greenz for Electronics Recycling/Disposal for FY25

SUMMARY:
Televisions and other electronics require special handling and must be recycled and have materials recovered to the extent possible. The recycling companies have certain requirements for packaging and delivery of the material, which this vendor provides, in addition to the pickup of disposed units at our convenience centers. This PO request for electronics disposal using American Greenz will provide continuous service to our citizens through FY25.

A contract was approved in September 2020 based on competing bids solicited, and is for an initial term of 3 years, with a potential extension to a total of 5 years. This is year one extension. American Greenz has performed well throughout the term. Funds have been budgeted for this expenditure in account # 75-409450. The amount requested is $252,000.

ACTION REQUESTED:
Approve purchase order for $252,000 to American Greenz for Electronics Recycling/Disposal for FY25

ATTACHMENTS:
Contract with American Greenz

American Greenz Inc
Electronics Recycling Company

Electronics Recycling Service

For Pender County

American Greenz Inc
Electronics Recycling Company

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1006 A, Morrisville Parkway, Morrisville, NC, 27560
Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

American Greenz Inc
Electronics Recycling Company

Preface

To: **Kenny Keel**
Pender County Manager
605 E. Fermont Street
Burgaw, NC, 28425

From: Mehul Patel
President and CEO
American Greenz Inc.

SUBJECT: ELECTRONICS RECYCLING SERVICE

I am pleased to send you the Proposal on behalf of American Greenz Inc. to provide Pender County for electronics recycling services.

I am available to answer questions about our business or the services we provide.
Please forward any questions or responses to:

Mehul Patel (Max)
(919)889 8998
mehul@americangreenz.com

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1. Introduction

1.1 Background

American Greenz Inc offers environmentally friendly recycling to recover components or ferrous and non-ferrous materials from electronics. American Greenz Inc. focuses on providing efficient and ethically sound services to municipalities, organizations and the community. American Greenz Inc provides high levels of brand and data security. American Greenz Inc also makes it easy for government, businesses and individuals to meet environmental legislation for disposal of surplus or end of life electrical and electronics waste. Employee safety, data security, environmental responsible practices, domestic businesses and community education and outreach are the cornerstones of our business practices. We are ISO 14001, OSHAS 18001 and R2 certified company.

1.2 Company Profile

American Greenz Inc., established in 2009 and registered with the state of North Carolina and CCR, began operations to respond to the growing need for proper disposal of electronic materials. Our clients include municipalities, school districts, commercial clients and local residents. We have an energized, highly trained staff of professionals to provide assistance. The company is located in Morrisville, NC.

Helping municipalities recycle various electronic materials since 2009, the company provides professional collection services that focus on meeting self-imposed standards of excellence related to safety, data security, environmentally responsible practices, and community outreach. American Greenz Inc. maintains the highest possible standards in electronics recovery/ recycling operations. Management and employees are committed to continual improvement of environmental performance, prevention of pollution, and a commitment to comply with the occupational and environmental standards, regulations and other requirements such as internal through conformance to environmental procedures and relevant environmental, health and safety training. Environmental objectives and targets are set in accordance with environmental procedures. American Greenz Inc. strives to exceed EPA, OSHA, and other local, state, and federal requirements. With regular collections and experienced staff, services are intended to offer businesses with cost-effective recycling. American Greenz Inc. also offers data destruction services to ensure confidential data destruction. We provide clients with *"Data Destruction Certificates"* for peace of mind after destroying any information on the hard disk drives in our care, as per DOD regulations if requested at additional cost.

American Greenz Inc
Electronics Recycling Company

1.3 References

We are pleased to furnish references of people with whom we are working currently.

1. **Leighton Earwood, Donna Keene**
   County Of Currituck
   513 Court house road, Suite-302
   Currituck, NC. 27929

2. **Bob Holden**
   Solid Waste Division Manager
   Department of Public Works
   Town of Cary
   400 James Jackson Avenue
   Cary, NC 27513

Additional References can be provided if necessary or required

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2. Scope of Work

2.1 Management of Waste and Recyclables

American Greenz Inc. will manage all e-waste from Pender County. This includes but not limited to all regularly generated covered electronic waste materials mentioned in the cost structure.

Upon pickup of these items from the county's pickup location, the items will be checked for any hardware containing personal/confidential information or data; American Greenz Inc. handles data as per the R2 Provisions and maintain the confidentiality of any personal information.

American Greenz Inc. will maintain complete logs and reports of the e-waste received from the landfill send out reports.

American Greenz Inc. is R2 certified and thereby manages all the recyclables accordingly.

2.2 Storage / Pick-up / Transportation

- For the ease of storage and pickup, all the electronics should be stored in enclosed containers provided by Pender County .
- Pickups schedule will be based on On-call Pickup methods. Site supervisor will call, text or email American Greenz Inc. when a container is half full.
- American Greenz Inc. will schedule the pick-up for the site it is requested from.
- Pickup schedule may change depending on weather conditions and other schedules.
- Materials may not be palletized. However please keep them in a manner which is safe to pick-up as per OSHA and R2 standards.
- American Greenz will be there on its 26 feet box truck with liftgate.
- County is advised to have loading area clean as we need to work on dollies to load loose TVs into our truck.

2.3 County Responsibility

- County to keep following items out, If found in container, company will not take it to their facility.

  Air Conditioners, Broken DLP TVs, Bare CRTs or CRT Glass, Electrical Ballasts, Fluorescent Lamps, Metal-halide Lamps, Microwaves, Refrigerators, Smoke Alarms/Detectors, Toys, Broken or Leaking Inks, Consumer Kitchen items, Electronic decoration items, Old Mercury Thermostats.
- American Greenz Inc. suggests that the County shall secure the storage container or supervise the location to prevent scavenging of electronics waste.

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American Greenz Inc
Electronics Recycling Company

3 Cost Structure

Trucking Cost: $150.00

Labor Cost: $150/Labor ($300.00 for 2 labor)

Mileage: $0.69/ Mile

All the cost may vary depending on our downstream price and fuel prices. County will be notified 2-4 weeks prior to any changes. All invoices will be paid in 30 days net. Documentation regarding justification for changes to costs charged to the County must be provided with change notifications. Significant changes without acceptable justification could be subject to contract termination.

ITEMS	Recycling ($/lbs.)
Computer Equipment	
Whole Computers	No Charge
Laptops	No Charge
CRT Monitors	Charge $0.23
Damaged LCD Monitors	Charge $0.23
CPU	No Charge
Motherboard	No Charge
Power Supply	No Charge
HDD	No Charge
Storage Devices	No Charge
RAM	No Charge
CD / DVD Drives	No Charge
Office Equipment	
Printers	No Charge
Scanners	No Charge
Fax Machines	No Charge
Plotters	No Charge
Calculators	No Charge
Network Equipment	
Switches	No Charge
Hubs	No Charge

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Routers	No Charge
Server Racks	No Charge
Modems	No Charge
Consumer Electronics	
Televisions (All Type)	Charge $0.23
Cell Phones	No Charge
PDA	No Charge
Electronic Games (Xbox, Play station, nintento etc)	No Charge
Gaming Consoles	No Charge
Medical Equipment	TBD
Commercial Equipment	TBD
Banking Equipment	No Charge

4. Compliance

At all times, American Greenz Inc. will comply with all relevant EPA, OSHA and other federal, state and local regulations. American Greenz Inc. takes data security very seriously. We only use our vetted downstream for any data containing devices.

American Greenz Inc. is a member of many and other national and international organizations and follows best industry practices to manage electronics waste. This helps our company to be aware of changes in industry and regulations.

American Greenz Inc. is ISO14001, ISO18001 and R2 certified which are the most highly regarded regulations for our Industry.

5 Insurance

- American Greenz Inc. is fully insured as per the R2 regulations.
- American Greenz Inc. will not be held liable for County employees, County operations or the welfare of those dropping off e-waste at the County-owned facilities.

6 Working Relationship

The work described here will be accomplished in a team context with team members having professional expertise in the areas cited above. The general working relationship is described here.

- Project managers will be assigned by both American Greenz Inc. and the County who

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will act as the primary point of contact.

- American Greenz Inc. representatives will make their expertise and educational materials available for the County's use in raising awareness about e-waste issues.
- American Greenz Inc. will participate in community events whenever feasible to educate the public about e-waste and associated hazardous environmental and health effects.

7 Response Requirements

7.1 General Requirements: Program Management Description

- Our primary mission is to re-use and recycle any electronic items thus keeping them out of landfills. American Greenz Inc. is a part of the system where it can provide cost effective services to the community to help better serve the environment.
- American Greenz Inc. will offer technical assistance and consulting services to serve the government more efficiently in regard to electronic waste management practices to recycle e-waste. American Greenz Inc. can help the agencies with their agenda to keep hazardous electronic waste out of landfills.
- American Greenz Inc. team has numbers of years of experience in commodity exchanges and research experience in materials and substances generated by electronics. The research has been carried out by following the best practices from prestigious authorities such as EU (European Union), BAN (Basel Convention), EPA and other government organizations. American Greenz Inc. understands the issues pertaining to waste generated from the electronic waste globally.

7.2 Environment, Safety and Confidentiality Issues

American Greenz Inc. will comply with all applicable federal, state, and local regulations and EPA and NC State policies in relation to the requested scope of work.

7.2.1 Safety

- Use of safety glasses or goggles when shredding electronics.
- Hard hats, safety gloves and dust masks are necessary while handling any material.
- The working area (counters, equipment, tools, etc.) should be kept clean at all times.
- Operating instructions must be followed while using the shredder and/or grinder.

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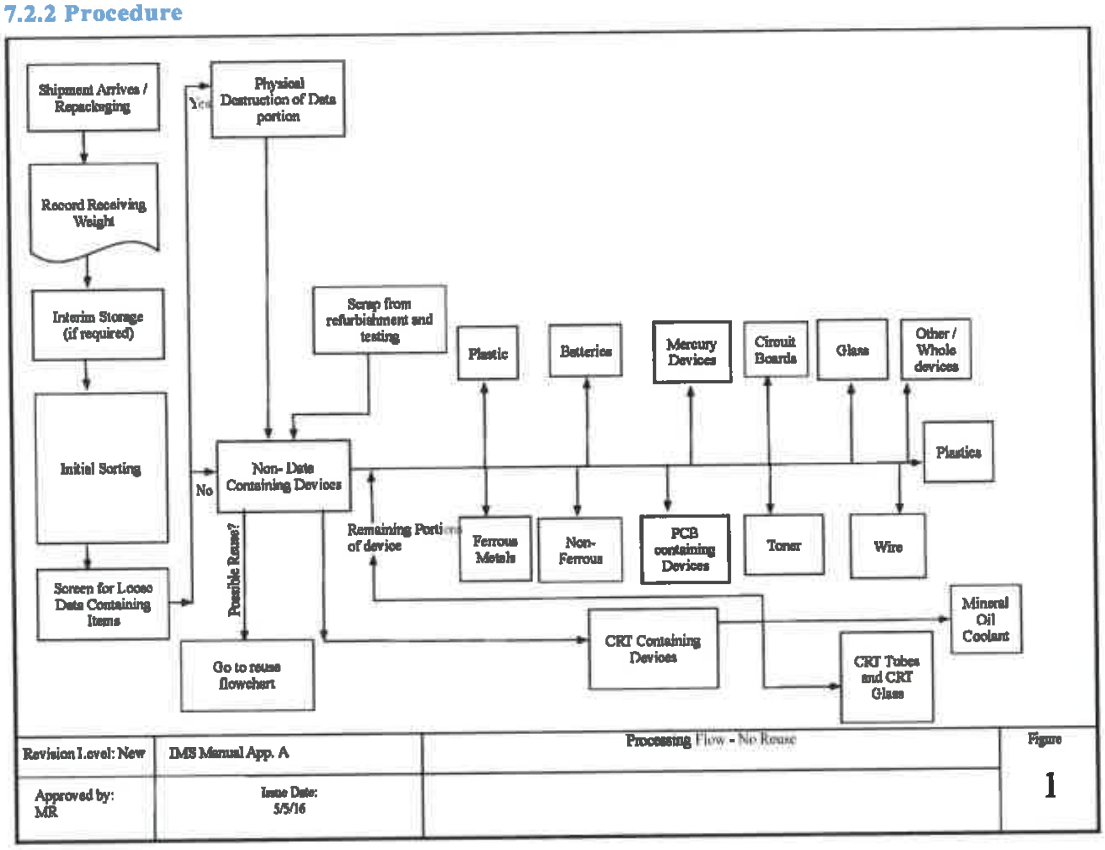
7.2.2 Procedure



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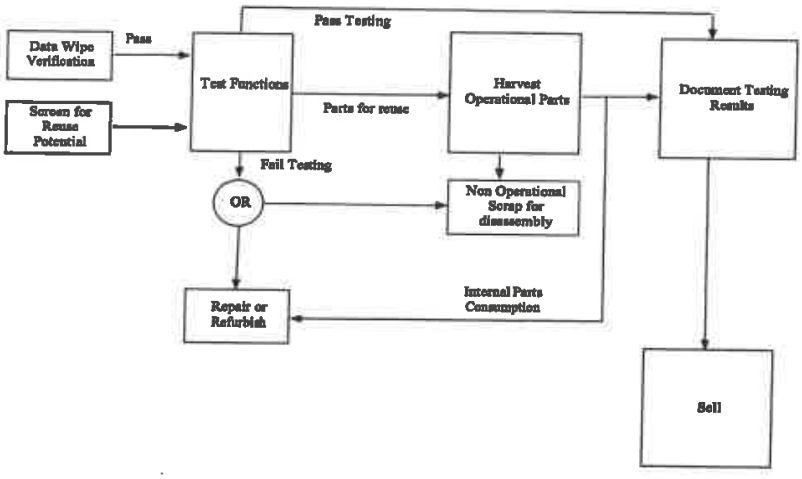

Revision Level: New	IMS Manual Appendix A	Processing Flow - Reuse	Figure
Approved by: MR	Issue Date: 5/5/16		2

7.3 Outcome

- Reduce e-waste though preventative upstream measures
- Improve upon quantities of materials currently recycled
- Develop other waste and cost reduction initiatives
- Maintain existing waste service levels for a seamless program transition
- Provide full documentation of material removed via a yearly report

This may include improving existing recycling programs as well as identifying new programs to reduce/reuse and recycle waste from County.

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American Greenz Inc
Electronics Recycling Company

Contract Agreement

The initial term of this agreement shall be for 3 years commencing on the effective date of this Agreement. The contract will continue to the following 2 years unless notified 60 days prior to the ending date.

Termination

This contract may be terminated according to either of the following provisions:
Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition:

a)Within thirty (30) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.

Mutual Agreement:
This Contract may be terminated by mutual agreement of the parties hereto at any time.

The County may terminate this contract at any time if the Contractor is found to be in violation of Federal, State or Local e-waste management laws or allows their permits to lapse or should the Contractor's service put the County in violation of said laws.

Please sign below if you accept the terms and conditions of this proposal from American Greenz Inc. to Pender County for Electronics Recycling.

COUNTY:

Signature _____ Date 9/28/2020

Chadwick W. McEwen, County Manager

Name and Position

COMPANY:

Signature _____ Date 9/29/2020.

Mehul Patel (Max), President.

Name and Position

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the 29 day of September, 2020

Margaret C. Blue
Finance Officer, Pender County

Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998

www.americangreenz.com
info@americangreenz.com

FY21 - PO# 313

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 15, 2024
SUBJECT:	Approval for Purchase Order to Pasofino Trainers Worldwide, Inc. for Tire Recycling & Disposal Services for FY25

SUMMARY:

Solid Waste has enhanced the efficiency of tire recycling in Pender County to yield a promising outcome, leading us to identify Pasofino Trainers Worldwide, Inc. as a cost-effective vendor. To streamline our recycling operations and ensure continued progress in waste management, we will have two tire vendors this fiscal year. This service is funded in the FY25 budget in 75-404500.

ACTION REQUESTED:

Approve FY25 purchase order for $110,000 to Pasofino Trainers Worldwide, Inc. for tire recycling & disposal services.

Pender County
Approval of a Purchase Order to Capital Ford Raleigh for FY25 072-407403: $310,216.800

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to Capital Ford Raleigh for FY25 072-407403: $310,216.800

SUMMARY:
PCU is requesting approval for the purchase of essential heavy-duty trucks necessary to support the expansion of our water and sewer operations throughout Pender County. As detailed in our budget allocation, these vehicles are critical for various operational tasks including pipe construction, repairs, and the transportation of heavy equipment up to 22,000 pounds.

Our current fleet requires immediate replacement of a 2012 Dodge Ram, and we have allocated funds in the FY25 budget to acquire four vehicles in total. Among these, one vehicle is priced at $96,000 and three vehicles at $84,000 each, totaling $348,000. Ensuring compliance with NCDOT regulations remains paramount in our operations.

After extensive research and consultation, we have identified suitable vehicles meeting our specifications available at Capital Ford in Raleigh.. These vehicles are conveniently accessible under a state contract, eliminating the need for multiple quotes and offering a substantial cost-saving opportunity of $37,783.20 compared to our initial budget estimate.

Prompt acquisition of these vehicles is crucial to avoid potential operational delays, as alternative procurement methods could result in up to a 24-week waiting period. Vehicles available at Capital Ford are ready for immediate delivery, ensuring uninterrupted support for our ongoing projects and operational commitments. Therefore, I respectfully request the board's approval for the proposed budget allocation of $310,216.80 dedicated to the purchase of these heavy-duty trucks. This investment is essential for maintaining the continuity, efficiency, and regulatory compliance of our essential water and sewer services across Pender County.

ACTION REQUESTED:

Approval of Purchase order to Capital Ford Raleigh from account 072-407403 for $310,216.80

PENDER COUNTY UTILITIES
605 E. Fremont Street
P.O. Box 995
Burgaw, NC 28425
Phone - 910.259.1570
Fax - 910.259.1579

Anthony Colon, Executive Director

June 14, 2024

Tim Dunn
Capital Ford
Raleigh, NC

Subject: Intent to Purchase 4 Vehicles

Dear Mr. Dunn:

This email serves as a formal letter of intent to purchase one 2024 Ford F350 with an Oxford Body (Vin#1FD8W3HT5REC92290) and three 2024 F250 (Vin #'s: 1FT8W2BT9RED91315, 1FT8W2BT5RED97662, 1FT7W2BT4RED13665). Please be advised that the purchase is subject to approval by the Board of County Commissioners, and we are currently scheduled to be on the agenda for July 15, 2024. Should the purchase be approved, we will proceed accordingly.

It is important to note that this document is intended solely as a letter of intent and does not constitute a legally binding agreement, nor does it impose any legal obligations on either party.

Respectfully,

Brian Terry
Water & Sewer Superintendent
Pender County Utilities
(910) 265-4308
bterry@pendercountync.gov

cc: Anthony Colon, James Proctor

F350 w/ cm Body

CAPITAL Ford
RALEIGH, NC

GOVERNMENT SALES DIVISION

From Jennifer Romano Government Sales Mgr.
Phone/Fax Office 919-790-4648 Fax 919-871-6917
E-Mail jromano@capitalford.com

Date June 7th 2024
Pender County

Quote NC2510A

2024 F-350 Chassis, DRW, 4X4, Crew Cab XL, 179", 7.3L V8, 10-Speed Auto W3H 640A		**$ 52,065.65**
99T 6.7 L Power Stroke V-8 Diesel		$ 9,396.00
TMB LT245/75R17E BSW All-Terrain		$ 156.00
X4N 4.10 Ratio Limited Slip Axle		$ 372.00
18B Platform Running Boards		$ 419.00
41H Engine Block Heater		$ 179.00
41P Skid Plates		$ 94.00
43C 120/400W Outlet		$ 165.00
52S Interior Work Surface		$ 132.00
61L Wheel Well Liners		$ 170.00
872 Dual Batteries		$ 391.00
1 Cloth 40/20/40 Seat		$ 297.00
96V XL Chrome Package		$ 212.00
CM Model Deluxe Goosneck Body		$ 23,900.00
	Per vehicle	**$ 87,948.65**
	Total vehicles quoted	1
	Total Price	**$ 87,948.65**

Remit to Capital Ford of Raleigh
4900 Capital Blvd
Raleigh, NC 27616

CAPITAL Ford

RALEIGH, NC

GOVERNMENT SALES DIVISION

From Jennifer Romano Government Sales Mgr.
Phone/Fax Office 919-790-4648 Fax 919-871-6917
E-Mail jromano@capitalford.com

Date June 14th 2024
Pender County

Quote NC2510A

2024 Crew Cab XL, 4X4, 160", 6.8L V8, 10-Speed Auto, 6.75 ft Bed	$ 48,735.05
608A Preferred Equitpment Package	$ 13,380.00
99T 6.7 L Power Stroke V-8 Diesel	$ 9,396.00
X3H 3.31 Electronic-Locking Axle	$ 405.00
15K Gooseneck Hitch Kit	$ 235.00
16T All Weather Mats	$ 123.00
17K Sport Appearnce Package	$ 2,708.00
18B Platform Running Boards	-
17X FX4 Off-Road Package	$ 466.00
Skid Plates	-
41A Rapid Heat Supplemental Heater	$ 235.00
41H Engine Block Heater	$ 179.00
53W 5th Wheel Hitch Prep Package	$ 517.00
96U Ultimate Package	$ 4,771.00
Upfitter Switches	-
Tailgate Step	-
86M Dual Battery	-
410 Amp Alternator	-

Per vehicle	$ 81,150.05
Total vehicles quoted	2
Total Price	$ 162,300.10

Remit to Capital Ford of Raleigh
4900 Capital Blvd
Raleigh, NC 27616

CAPITAL Ford
RALEIGH, NC

GOVERNMENT SALES DIVISION

From Jennifer Romano Government Sales Mgr.
Phone/Fax Office 919-790-4648 Fax 919-871-6917
E-Mail jromano@capitalford.com

Date June 14th 2024
Pender County

Quote NC2510A

2024 Crew Cab XL, 4X4, 160", 6.8L V8, 10-Speed Auto, 6.75 ft Bed		**$ 48,735.05**
99T 6.7 L Power Stroke V-8 Diesel	$	9,396.00
TBM LT 245/75R17 BSW ALL-TERRAIN TIRES	$	156.00
X3H 3.31 Electronic-Locking Axle	$	405.00
18B Platform Running Boards	$	419.00
17X FX4 Off-Road Package	$	466.00
Skid Plates		-
41H Engine Block Heater	$	179.00
86M Dual Battery		-
96V Chrome Package	$	212.00

Per vehicle	**$**	**59,968.05**
Total vehicles quoted		1
Total Price	**$**	**59,968.05**

Remit to Capital Ford of Raleigh
4900 Capital Blvd
Raleigh, NC 27616

Pender County
Approval of a Purchase Order to Nash Equipment Company for Skid Steer FY25 072-407403: $87,900.00

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to Nash Equipment Company for Skid Steer FY25 072-407403: $87,900.00.

SUMMARY:
Pender County Utilities Solicited quotes from the local vendors for a Skid Steer piece of equipment

ACTION REQUESTED:
Approval of a Purchase Order to Nash Equipment Company for Skid Steer FY25 072-407403: $87,900.00. The price provided by Nash Equipment Company gave pricing with 12% government pricing on the skid steer, 48" pallet forks attachment,72" Brush cutter for a total cost of $87,900.00. This addition of equipment will aid us in loading tuck and trailer of rock and dirt. PCU has no way to unload pallet material at the 210 booster station where all equipment is stored. The brush cutter will allow us to maintain the utility easements in various areas of the county that we have had to contract out in the past. This equipment will also be available to be used by other departments as needed.

The amount of $87,900.00 budgeted in 072-407403 for FY. 2025

Nash Equipment Co., Inc

1190 NC Hwy 53 W
Burgaw, NC 28425
(910) 259-5134
nashequipmentcompany.com

SALES QUOTATION

Pender County (David)

Quote Valid Until: _____

ITEM	QUANTITY	DESCRIPTION		Price
	1	Kubota SVL97-2HC		$71,900.00
		w/ Bucket		
	1	Kubota 4-1 Bucket (80")		$5,900.00
	1	48" Pallet Forks		$1,200.00
	1	Kubota 72" Brush Cutter (4" Cutting Capacity)		$8,900.00
		Sub-Total		$87,900.00
		Taxes		$5,933.25
		Total		$93,833.25
		12% Government Discount Taken		

Tax & Insurance NOT Included

ITEM	QUANTITY	Trade	UNIT PRICE	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

Corby Allen
PER

January 10, 2024
DATE

Gregory Poole Equipment Company

QUOTATION

FEDERAL TAXPAYER ID# 56-0487311
WWW.GREGORYPOOLE.COM
910-371-6301

Gregory Poole CAT

PLEASE REMIT TO:
Gregory Poole Equipment Company
Processing Center, PO Box 60457
Charlotte, NC 28260
https://gregorypoole.billtrust.com

QUOTATION NUMBER Q298741-1
QUOTATION DATE 1/11/2024
VALID UNTIL 2/10/2024

BILL TO

SHIP TO
Pender County
605 E Fremont St
Burgaw, NC 28425-5115
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
		Wilmington Heavy Equipment	Heavy Construction	1 of 4
SALESMAN	**CUSTOMER CONTACT**		**TERMS**	
Austin M. Stott				

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	New Caterpillar 299D3 XPS Compact Track Loader	136,178.00	136,178.00
	Make: CAT Model: 299D3 Serial No: P3R02530 Equipment ID: EQ174726 Meter:		
-1	North Carolina 2210A State Contract Discount off of List Price (25%)	34,045.00	-34,045.00
1	CAT 86" Multi Purpose Bucket w/ BOCE	6,021.00	6,021.00
-1	North Carolina 2210A State Contract Discount off of List Price (25%)	1,505.00	-1,505.00
1	CAT Carriage w/ 48" Forks	1,213.00	1,213.00
-1	North Carolina 2210A State Contract Discount off of List Price (25%)	303.00	-303.00
1	CAT BR320 HF XPS Brushcutter	10,319.00	10,319.00
-1	North Carolina 2210A State Contract Discount off of List Price (25%)	2,580.00	-2,580.00
1	Turbo Debris Guard & Debris Guarding Kits	3,017.00	3,017.00
1	Includes: - 2 Year / 2000 Hour Premier Warranty - 2 Year Product Link Subscription - Predelivery - Delivery to Customer - Installation of Kits	4,946.00	4,946.00
	North Carolina Sales Tax		8,320.13

CONTINUED

☐ By checking this box the Assignment Clause noted below applies. Make check payable to **Gregory Poole Exchange LLC**

☐ By checking this box the Assignment Clause noted below does not apply.

Assignment Clause: Notice is hereby given that Gregory Poole Leasing LLC has assigned its rights under this Purchaser's order to **Gregory Poole Exchange LLC** to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

Purchaser warrants that any Trade-In Equipment is free and clear of all liens and encumbrances, except as described above, and that he/they are the sole owners. Purchaser has read the terms and conditions on the reverse of this document and acknowledge that this purchase from the seller is subject to the same terms and conditions.

(Sales Representative) (Purchaser)

GPEC004-20150323

Gregory Poole Equipment Company

PLEASE REMIT TO:
Gregory Poole Equipment Company
Processing Center, PO Box 60457
Charlotte, NC 28260
https://gregorypoole.billtrust.com

QUOTATION

FEDERAL TAXPAYER ID# 56-0487311
WWW.GREGORYPOOLE.COM
910-371-6301

QUOTATION NUMBER Q298741-1
QUOTATION DATE 1/11/2024
VALID UNTIL 2/10/2024

BILL TO

SHIP TO

Pender County
605 E Fremont St
Burgaw, NC 28425-5115
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
		Wilmington Heavy Equipment	Heavy Construction	2 of 4
SALESMAN	**CUSTOMER CONTACT**		**TERMS**	
Austin M. Stott				

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE

EQUIPMENT CONSIST: **299D3 XPS CTL POLY/B**

1	6334126	299D3 CTL DCA6E
1	5123490	RIDE CONTROL, NONE
1	4359238	FILM, SELF LEVEL, ANSI
1	5124284	INSTRUCTIONS, ANSI, USA
1	3897672	TRACK,RUBBER,450MM(17.7IN)BLCK
1	3455148	COUNTERWEIGHT,MACHINE,EXTERNAL
1	4218926	SERIALIZED TECHNICAL MEDIA KIT
1	0P9003	LANE 3 ORDER
1	0P0210	PACK, DOMESTIC TRUCK
1	0P2266	SHIPPING/STORAGE PROTECTION
1	5974541	299D3 COMPACT TRACK LOADER
1	5889140	CAB PACKAGE, ULTRA
1	5124089	DEBRIS MGMT PKG, NONE (DM0)
1	5685612	BATTERY,EXTRA HEAVY DUTY, DISC
1	3566082	REAR LIGHTS
1	5861308	DOOR, CAB, POLYCARBONATE
1	5426994	SEAT BELT, 2"
1	5738121	PRODUCT LINK, CELLULAR PL641
1	5123401	QUICK COUPLER, HYDRAULIC
1	5631163	CERTIFICATION ARR, P65
1	3453556	HEATER, ENGINE COOLANT, 120V

Quoted Sales Price *	131,581.13
* Excludes applicable Fees	

GPEC004-20150323

JOHN DEERE

Quote Id: 28188701

Prepared For:

PENDER COUNTY UTILITIES

Prepared By: **IAN KUBINAK**

James River Equipment
113 Crowatan Road
Castle Hayne, NC 28429

Tel: 910-675-9211
Fax: 910-675-3640
Email: ian.kubinak@jamesriverequipment.com

Date: 07 February 2023

Offer Expires: 07 March 2023

JOHN DEERE

Quote Summary

Prepared For:
PENDER COUNTY UTILITIES
605 E FREMONT ST
BURGAW, NC 28425
Business: 910-259-1282

Prepared By:
IAN KUBINAK
James River Equipment
113 Crowatan Road
Castle Hayne, NC 28429
Phone: 910-675-9211
ian.kubinak@jamesriverequipment.com

USED EQUIPMENT: DISCLAIMER OF WARRANTIES – All goods are purchased by the purchaser "AS IS" and "WITH ALL FAULTS", and seller makes no representation or warranty, express, or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or other matter with respect to the goods. _____ (Initial)

Quote Id:	28188701
Created On:	07 February 2023
Last Modified On:	30 January 2024
Expiration Date:	07 March 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 331 P - based on Sourcewell Contract #011723-JDC	$ 79,421.43	$ 79,421.43	X	1	=	$ 79,421.43
JOHN DEERE MP84B MULTI-PURPOSE BUCKET - based on Sourcewell Contract #011723-JDC	$ 6,051.84	$ 6,051.84	X	1	=	$ 6,051.84
BUSHMASTER 72" BRUSHCUTTER	$ 8,165.00	$ 8,165.00	X	1	=	$ 8,165.00
Equipment Total						**$ 93,638.27**

Quote Summary	
Equipment Total	$ 93,638.27
SubTotal	$ 93,638.27
Total	$ 93,638.27
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 93,638.27**

Salesperson : X _____

Accepted By : X _____

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 28188701 **Customer:** PENDER COUNTY UTILITIES

JOHN DEERE 331 P - based on Sourcewell Contract #011723-JDC

Hours:
Stock Number:

Suggested List
$ 79,421.43
Selling Price
$ 79,421.43

Code	Description	Qty	Unit	Extended
00U0T	331 P COMPACT TRACK LOADER	1	$ 106,215.00	$ 106,480.54
	Standard Options - Per Unit			
183N	JDLink™	1	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	$ 0.00
0259	English Operator's Manual	1	$ 0.00	$ 0.00
0351	Translated Text Labels	1	$ 0.00	$ 0.00
0515	Level 2 Package - Std Cab A/C, 2Spd, ISO-H Max, Hi Flow, SL, No RC, Power QT, Air Seat, Std Lts, Std Fan, Std Display, Radio W/Mic	1	$ 0.00	$ 0.00
0950	Less Vision System	1	$ 0.00	$ 0.00
1100	Less Detection System	1	$ 0.00	$ 0.00
1363	3-Inch Seat Belt with Shoulder Harness	1	$ 101.25	$ 101.25
5604	Wide Offset Block Lug Rubber Tracks - 17.7 In. (450 mm)	1	$ -323.81	$ -323.81
8059	Cab Severe Duty Polycarbonate Door	1	$ 2,365.90	$ 2,365.90
	Standard Options Total			**$ 2,143.34**
	Technology Options			
Discount	30% discount based on Sourcewell Contract #011723-JDC	1	$ -32,587.16	$ -32,587.16
	Technology Options Total			**$ -32,587.16**
	Dealer Attachments			
KIT	48" Pallet Forks/331 P	1	$ 1,184.71	$ 1,184.71
	Dealer Attachments Total			**$ 1,184.71**
	Value Added Services Total			**$ 0.00**
	Other Charges			
	Freight	1	$ 2,200.00	$ 2,200.00
	Other Charges Total			**$ 2,200.00**
	Suggested Price			**$ 79,421.43**
	Customer Discounts			
	Customer Discounts Total		**$ 0.00**	**$ 0.00**
Total Selling Price				**$ 79,421.43**

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 28188701 **Customer:** PENDER COUNTY UTILITIES

JOHN DEERE MP84B MULTI-PURPOSE BUCKET - based on Sourcewell Contract #011723-JDC

Hours:
Stock Number:

Suggested List $ 6,051.84
Selling Price $ 6,051.84

Code	Description	Qty	Unit	Extended
0AT0T	MP84B MULTI-PURPOSE BUCKET	1	$ 5,844.00	$ 5,844.00
	Technology Options			
Discount	14% discount based on Sourcewell Contract #011723-JDC	1	$ -818.16	$ -818.16
	Technology Options Total			**$ -818.16**
	Dealer Attachments			
AT436473	Bolt-On Cutting Edge for 84 in. Bucket	1	$ 590.00	$ 590.00
	Dealer Attachments Total			**$ 590.00**
	Other Charges			
	Freight	1	$ 436.00	$ 436.00
	Other Charges Total			**$ 436.00**
	Suggested Price			**$ 6,051.84**
	Customer Discounts			
	Customer Discounts Total		**$ 0.00**	**$ 0.00**
Total Selling Price				**$ 6,051.84**

BUSHMASTER 72" BRUSHCUTTER

Hours: 0
Stock Number:

Suggested List $ 8,165.00
Selling Price $ 8,165.00

Code	Description	Qty	Unit	Extended
BM	72" Bushmaster Brushcutter/331 P	1	$ 8,165.00	$ 8,165.00
	Suggested Price			**$ 8,165.00**
	Customer Discounts			
	Customer Discounts Total		**$ 0.00**	**$ 0.00**
Total Selling Price				**$ 8,165.00**

Confidential

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Colon
DATE:	July 15, 2024
SUBJECT:	Approval of existing contract with 120Water

SUMMARY:
The new Lead and Coopper rule for the EPA will come in effect in October of 2024. Among the requirements to comply with the new rule is the assessment of all service lines in the distribution system. This rules only apply to homes built prior to 1986. In 2023 Pender County Utilities contracted 120Water to do the assessment of the house connections throughout the entire County.

The administration group of the time failed to present the 3-year agreement for approval to the Board of County Commissioners not complying with the North Carolina Statues for Legal Procurement.

Pender County Utilities is requesting the approval of the Board of County Commissioners to continue the execution of the already active contract.

The Total cost of the contract after 3 years is $47,220. Two invoices already have been paid totaling $31,960 leaving a balance for 2025 of $15,240.

ACTION REQUESTED:
Approval of existing contract with 120Water.

ATTACHMENTS:
120Water Contract with PCU

120Water

NB - Pender County Utilities - NC - LSLI

Pender County Utilities - NC
605 E Freeport Street

Burgaw, NC 28425
United States

Reference: 20220920-104003206
Quote created: September 20, 2022
Quote expires: December 19, 2022
Quote created by: Samantha Biltcliffe

samantha@120water.com

Amy Cox
acox@pendercountync.gov
9105156868

Comments from Samantha Biltcliffe

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Professional Services (Assist) Discrete tappable specifics under each scope area (block of 20 hours)	$2,500.00 / year	3	36

Item Name & Description	Unit Price	Quantity	Term (months)
Implementation Setup, Configuration and Guided Web Training of the 120Water Account	$1,500.00	1	36
Pro - Public Water System Annual subscription PWS Pro package to manage programs and data. Unlimited users	$5,620.00 / year	1	36
Standard Letters (Up to 4 pages color). Standard Letters -Up to 6 pages (3 sheets of paper) first-class mail sent via 120 Software	$2.12 / year	1000	36

Subtotals

Annual subtotal	$15,240.00
One-time subtotal	$1,500.00
Total	**$16,740.00**

Purchase terms

Fees are due net 30 days from the invoice date.
Invoice Terms:
Billing Street Address:
Billing City:
Billing State:
Billing Zip Code:
Billing Country:
Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at https://120water.com/master-services-agreement/ (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

David Andrews

Signature

2/10/23

Date

David Andrews

Printed name (County Manager)

Countersignature

Matthew Boes

Countersignature

02/10/2023

Date

Matthew Boes, 120Water Audit, Inc.

Printed name

Questions? Contact me

Samantha Biltcliffe
samantha@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order for Health Department Contracted Services to Pender County Schools in the amount of $150,000

SUMMARY:
The Women and Children Well-Being Health Branch provides $150,000 with the School Nurse Funding Initiative to the Pender County Health Department. The Pender County Health Department contracts with Pender County Schools for (3) School Nurses. The funds are received by the Health Department and passed on to Pender County Schools. We are requesting approval of a purchase order to the Pender County Schools in the amount of $150,000.

900066-404500 Contracted Services (Pender Board of Education) $150,000

ACTION REQUESTED:
The board is requested to authorize purchase orders for contracted services to Pender County Schools in the amount of $150,000 for FY 2024-2025.

Division of Child and Family Well-Being
Agreement Addendum
FY 24-25

Pender County Health Department **Local Health Department Legal Name**	Whole Child Health/School, Adolescent and Child Health **DCFW Section / Unit Name**
803 School Nurse Funding Initiative **Activity Number and Description**	Jenifer Simone (919) 218-1095 Jenifer.Simone@dhhs.nc.gov **DCFW Program Contact** (name, phone number, and email)
06/01/2024 – 05/31/2025 **Service Period**	**DCFW Program Signature** **Date** (only required for a negotiable Agreement Addendum)
07/01/2024 – 06/30/2025 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision #

I. Background:

The mission of the North Carolina Division of Child and Family Well-Being includes the development and promotion of programs and services that protect and enhance the health of children. According to the Centers for Disease Control and Prevention (CDC), the academic success of America's youth is strongly linked with their health. Health-related factors such as hunger, physical and emotional abuse, chronic illness, and deficits in vision and hearing can lead to poor school performance. Health-risk behaviors such as early sexual initiation, violence, and physical inactivity also are consistently linked to poor grades and test scores, and lower educational attainment. In turn, academic success is an excellent indicator for the overall well-being of youth and a primary predictor and determinant of adult health outcomes. Leading national education organizations recognize the close relationship between health and education, as well as the need to foster health and well-being within the educational environment for all students. Scientific reviews have documented that school health programs can have positive effects on educational outcomes, as well as health-risk behaviors and health outcomes.

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in minimizing the effects of chronic health conditions including obesity, diabetes and other chronic health conditions that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

Carolyn Moore — 02/27/2024

Health Director Signature (use blue ink or verifiable digital signature) — Date

LHD to complete: [For DCFW to contact in case follow-up information is needed.]	LHD program contact name: Shirley Steele. Phone and email address: 910-259-1207 ssteele@pendercountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. June 2023

II. Purpose:

This Agreement Addendum improves the school nurse to student ratio in the school district to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ one or more registered school nurses, to work full-time in local schools and enhance the local capacity to provide basic health services to students.

The long-term program outcome is for Pender County Schools to decrease the nurse to student ratio from 1: 683 (at most) to 1: 573 to have a positive impact on improving children's health and their readiness to learn. The short-term and/or interim outcomes are to reduce the nurse to student ratio in Pender County Schools from 1: 683 to 1: 573 and to improve access to basic health services for 100% of students served.

III. Scope of Work and Deliverables:

The Local Health Department shall:

1. Engage in the work defined under this Agreement Addendum for approximately 1719 students (per local educational agency [LEA] ratio).
2. **Employ or assure the employment of** registered school nurses, meeting the rules, qualifications, and training set by the State Board of Education (https://www.dpi.nc.gov/districts-schools/district-operations/financial-and-business-services/compensation-public-school-employees#StateSalaryManualandForms-1390), in the quantity listed in the table below, to work full time as school nurses consistent with the requirements of the School Nurse Funding Initiative (SNFI):

School Nurse Assignment	# SNFI Nurses
Pender County Schools	3

   a. Notify the DCFW Regional School Health Nurse Consultant (RSHNC) within four working days if a SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DCFW.

   b. Submit to the RSHNC, within 30 days of a position being made vacant, a recruitment plan for any SNFI nurse position that is vacated during the service period of this Agreement Addendum.

   c. Notify the RSHNC within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DCFW RSHNC during the service period of the Agreement Addendum. This notification must include all items listed on the form.

   d. Upon hiring, ensure that those nurses hired into SNFI school nurse positions are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.

   e. Assure that SNFI nurses employed through this Agreement Addendum will be supported at the same level as other school nurses in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.

   f. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.

   g. Provide notification to the RSHNC, within four working days, should a change in local school nurse full-time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.

3. Assure implementation of an **annual work plan for each SNFI nurse**, consistent with the Scope of Work requirements.
   a. The work plan shall address the delivery of basic health services, including activities, strategies, and goals within, but not limited to, the following areas:
      1. Preventing and responding to communicable disease outbreaks.
      2. Developing and implementing plans for emergency medical assistance for students and staff.
      3. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs.
      4. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service.
      5. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals.
      6. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments, Immunization Status Reports, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.

      AND, as required by HB 200 SL 2011-145 Section 10.22 (b), assure that school nurses funded by the School Nurse Funding Initiative (SNFI) do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all the following with respect to school health programs:
      7. Serve as coordinator of the health services program in their assigned schools and provide nursing care.
      8. Provide health education to students, staff, and parents.
      9. Identify health and safety concerns in the school environment and promote a nurturing school environment.
      10. Support healthy food services programs.
      11. Promote healthy physical education, sports policies, and practices.
      12. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
      13. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
      14. Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
      15. Be available to assist the county health department during a public health emergency.
   b. The work plan shall also outline compliance with the rules, qualifications, and training set by the State Board of Education (https://www.dpi.nc.gov/districts-schools/district-operations/financial-and-business-services/compensation-public-school-employees#StateSalaryManualandForms-1390).

4. Assure that every newly hired SNFI nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in **continuing education**, at the same level of cost reimbursement provided to other professional school employees. Up to $750 of SNFI funding may

be budgeted for participation in professional development workshops or conferences. The SNFI nurses must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If any SNFI nurse has previously attended that workshop, assure that the SNFI nurse will be allowed to participate in other related training such as a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference

5. Assure that the **Memorandum of Agreement that exists between all health departments and LEAs** clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurses is an allowable use of their time and states the way SNFI nurses are to be made available to assist the Local Health Department during a public health emergency. The following should be addressed for emergency and disaster preparedness and response:
   a. Areas of responsibility and oversight
   b. Liability issues
   c. Training for specific roles in emergencies
   d. Periodic assessment and evaluation of emergency plans
   e. School nurses' roles and responsibilities during emergency and disaster response

6. Collaborate with the School Health Nurse Consultants on DCFW initiatives to help implementation at the local level (e.g., school nurse care management, immunization initiatives).

IV. Performance Measures / Reporting Requirements:

1. Performance Measures:
   a. Employ or assure the employment registered school nurses to work full time as school nurses consistent with the requirements of the SNFI in the assigned LEA.
   b. Assure completion of an annual work plan consistent with program requirements for each SNFI Nurse which will be reviewed with the RSHNC during monitoring activities throughout the year.

2. Reporting Requirements:
   a. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public-School Health Services. The data must be provided to the LEA in time for the LEA to include that data in its report submitted to the RSHNC prior to the end of the academic year.

V. Performance Monitoring and Quality Assurance:

1. The DCFW Regional School Health Nurse Consultant (RSHNC) will monitor the Local Health Department's performance by:
   a. Conducting annual site visits to monitor work plan progress for each SNFI nurse.
   b. Reviewing expenditures quarterly to assure that funds are spent according to the funding restrictions indicated in Section VI, Paragraph 2.
   c. Monitoring vacancies, recruitment, and hiring.
   d. Maintaining contact, no less than twice a year (by email, phone, and on-site) with the Local Health Department in order to review its progress on Agreement Addendum deliverables.

e. Scope of Work and Deliverables, as outlined in this Agreement Addendum, will be monitored via reported work plan progress, including compliance with the rules, qualifications, and training set by the State Board of Education (https://www.dpi.nc.gov/districts-schools/district-operations/financial-and-business-services/compensation-public-school-employees#StateSalaryManualandForms-1390).

2. The RSHNC will prepare an annual monitoring report and a copy of it will be made available to the Local Health Director. If this report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, DCFW may take action resulting in cessation of funding and termination of the Agreement Addendum.

3. The Local Health Department shall adhere to the following service quality measures for this Agreement Addendum:

   a. Service is provided by registered school nurses compliant with the rules, qualifications, and training set by the State Board of Education (https://www.dpi.nc.gov/districts-schools/district-operations/financial-and-business-services/compensation-public-school-employees#StateSalaryManualandForms-1390).

   b. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by the National Association of School Nurses.

   c. Services are provided in a culturally sensitive manner.

   d. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records defined as a part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

VI. <u>Funding Guidelines or Restrictions</u>:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. The Local Health Department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.

3. The Local Health Department shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain the current level of effort and funding for school nurses.

4. Vacancies that exist longer than six months may cause a Corrective Action Plan to be issued and may result in loss of funding.

5. Funds shall be drawn down each month to support the SNFI nurse salary, fringe benefits, and continuing education. If SNFI funds are used when subcontracting with other employers (such as an LEA or hospital), the drawdown shall be consistent with the amount billed to the Local Health Department for expenses incurred.

6. The priority of the allocation during a full year supports salary and fringe benefits for the SNFI nurses. Where the allocation exceeds the amount needed to fully fund the SNFI nurses' salary and fringe benefits, lapsed salary and fringe benefits may be used to support training as described in Paragraph III.3 above. **No other expenditures are allowable using this allocation.**

7. If salaries and fringe benefits exceed the state allocation, local funds must be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than $50,000 (annual allocation per position) for a position if education and experience qualify one nurse for more than $50,000 and another for less than $50,000.

DPH-Aid-To-Counties **For Fiscal Year: 24/25** **Budgetary Estimate Number : 0**

Activity 803 Service Period Payment Period		AA	132105 2D25358 20G0185001 06/01-05/31 07/01-06/30	Total Allocated	133406 2D25358 2000000000 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance			0	$0.00	0	$0.00	0	0
D1 Albemarle	*	0	102,880	$0.00	347,120	$0.00	450,000	450,000
02 Alexander	*	0	0	$0.00	150,000	$0.00	150,000	150,000
04 Anson			0	$0.00	0	$0.00	0	0
D2 Appalachian	*	0	0	$0.00	250,000	$0.00	250,000	250,000
07 Beaufort	*	0	0	$0.00	250,000	$0.00	250,000	250,000
09 Bladen	*	0	0	$0.00	250,000	$0.00	250,000	250,000
10 Brunswick	*	0	0	$0.00	150,000	$0.00	150,000	150,000
11 Buncombe	*	0	0	$0.00	150,000	$0.00	150,000	150,000
12 Burke	*	0	0	$0.00	100,000	$0.00	100,000	100,000
13 Cabarrus	*	0	0	$0.00	50,000	$0.00	50,000	50,000
14 Caldwell	*	0	0	$0.00	100,000	$0.00	100,000	100,000
16 Carteret	*	0	0	$0.00	50,000	$0.00	50,000	50,000
17 Caswell	*	0	0	$0.00	200,000	$0.00	200,000	200,000
18 Catawba	*	0	0	$0.00	200,000	$0.00	200,000	200,000
19 Chatham	*	0	0	$0.00	100,000	$0.00	100,000	100,000
20 Cherokee	*	0	0	$0.00	100,000	$0.00	100,000	100,000
22 Clay	*	0	0	$0.00	50,000	$0.00	50,000	50,000
23 Cleveland	*	0	0	$0.00	200,000	$0.00	200,000	200,000
24 Columbus	*	0	0	$0.00	400,000	$0.00	400,000	400,000
25 Craven			0	$0.00	0	$0.00	0	0
26 Cumberland	*	0	0	$0.00	189,406	$0.00	189,406	189,406
28 Dare			0	$0.00	0	$0.00	0	0
29 Davidson	*	0	0	$0.00	400,000	$0.00	400,000	400,000
30 Davie	*	0	0	$0.00	50,000	$0.00	50,000	50,000
31 Duplin			0	$0.00	0	$0.00	0	0
32 Durham	*	0	0	$0.00	100,000	$0.00	100,000	100,000
33 Edgecombe	*	0	0	$0.00	250,000	$0.00	250,000	250,000
D7 Foothills	*	0	0	$0.00	400,000	$0.00	400,000	400,000
34 Forsyth	*	0	0	$0.00	100,000	$0.00	100,000	100,000
35 Franklin	*	0	0	$0.00	150,000	$0.00	150,000	150,000
36 Gaston	*	0	0	$0.00	100,000	$0.00	100,000	100,000
38 Graham	*	0	0	$0.00	50,000	$0.00	50,000	50,000
D3 Gran-Vance	*	0	0	$0.00	200,000	$0.00	200,000	200,000
40 Greene			0	$0.00	0	$0.00	0	0
41 Guilford	*	0	0	$0.00	100,000	$0.00	100,000	100,000
42 Halifax	*	0	0	$0.00	250,000	$0.00	250,000	250,000
43 Harnett	*	0	0	$0.00	150,000	$0.00	150,000	150,000
44 Haywood	*	0	0	$0.00	100,000	$0.00	100,000	100,000

45 Henderson	*	0	0	$0.00	100,000	$0.00	100,000	100,000
47 Hoke	*	0	0	$0.00	150,000	$0.00	150,000	150,000
48 Hyde			0	$0.00	0	$0.00	0	0
49 Iredell	*	0	0	$0.00	100,000	$0.00	100,000	100,000
50 Jackson	*	0	0	$0.00	50,000	$0.00	50,000	50,000
51 Johnston	*	0	0	$0.00	100,000	$0.00	100,000	100,000
52 Jones	*	0	0	$0.00	50,000	$0.00	50,000	50,000
53 Lee	*	0	0	$0.00	150,000	$0.00	150,000	150,000
54 Lenoir	*	0	0	$0.00	150,000	$0.00	150,000	150,000
55 Lincoln	*	0	0	$0.00	150,000	$0.00	150,000	150,000
56 Macon	*	0	0	$0.00	150,000	$0.00	150,000	150,000
57 Madison	*	0	0	$0.00	150,000	$0.00	150,000	150,000
D4 M-T-W	*	0	0	$0.00	200,000	$0.00	200,000	200,000
60 Mecklenburg	*	0	0	$0.00	50,000	$0.00	50,000	50,000
62 Montgomery	*	0	0	$0.00	100,000	$0.00	100,000	100,000
63 Moore	*	0	0	$0.00	50,000	$0.00	50,000	50,000
64 Nash	*	0	0	$0.00	250,000	$0.00	250,000	250,000
65 New Hanover			0	$0.00	0	$0.00	0	0
66 Northampton	*	0	0	$0.00	250,000	$0.00	250,000	250,000
67 Onslow	*	0	0	$0.00	100,000	$0.00	100,000	100,000
68 Orange			0	$0.00	0	$0.00	0	0
69 Pamlico			0	$0.00	0	$0.00	0	0
71 Pender	*	0	0	$0.00	150,000	$0.00	150,000	150,000
73 Person	*	0	0	$0.00	150,000	$0.00	150,000	150,000
74 Pitt	*	0	0	$0.00	250,000	$0.00	250,000	250,000
75 Polk	*	0	0	$0.00	150,000	$0.00	150,000	150,000
76 Randolph	*	0	0	$0.00	250,000	$0.00	250,000	250,000
77 Richmond	*	0	0	$0.00	150,000	$0.00	150,000	150,000
78 Robeson	*	0	0	$0.00	250,000	$0.00	250,000	250,000
79 Rockingham	*	0	0	$0.00	200,000	$0.00	200,000	200,000
80 Rowan	*	0	0	$0.00	100,000	$0.00	100,000	100,000
82 Sampson	*	0	0	$0.00	400,000	$0.00	400,000	400,000
83 Scotland			0	$0.00	0	$0.00	0	0
84 Stanly	*	0	50,000	$0.00	50,000	$0.00	100,000	100,000
85 Stokes	*	0	0	$0.00	150,000	$0.00	150,000	150,000
86 Surry	*	0	0	$0.00	250,000	$0.00	250,000	250,000
87 Swain			0	$0.00	0	$0.00	0	0
D6 Toe River	*	0	0	$0.00	250,000	$0.00	250,000	250,000
88 Transylvania	*	0	0	$0.00	50,000	$0.00	50,000	50,000
90 Union	*	0	0	$0.00	50,000	$0.00	50,000	50,000
92 Wake	*	0	0	$0.00	50,000	$0.00	50,000	50,000
93 Warren	*	0	0	$0.00	150,000	$0.00	150,000	150,000
96 Wayne	*	0	0	$0.00	250,000	$0.00	250,000	250,000
97 Wilkes	*	0	0	$0.00	150,000	$0.00	150,000	150,000
98 Wilson	*	0	0	$0.00	150,000	$0.00	150,000	150,000
99 Yadkin	*	0	0	$0.00	50,000	$0.00	50,000	50,000
				$0.00		$0.00		

00 Yancey			0		0		0	0
Totals			152,880	0	11,636,526	0	11,789,406	11,789,406

Sign and Date - Entered by DCFW Program User DocuSigned by: Marilyn Suitt 02/06/24 | 4:29 PM EST	Sign and Date - Approved by DCFW Program Admin DocuSigned by: Anne Odusanya 02/06/24 | 4:35 PM EST
Sign and Date - Approved by DCFW Budget Admin DocuSigned by: Lisa Rogers 02/06/24 | 4:35 PM EST	Sign and Date - Approved by DCFW Budget Sup DocuSigned by: Sarah Grimsrud 02/06/24 | 4:40 PM EST

FY25 - FAS federal award supplement

Activity Nbr + Name: **803** **School Nurse Funding Initiative**

FAS Number + Reason: **0** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: **93.994** ` Maternal and Child Health Block Grant

Is award R&D?: no FAIN: **B0447436** IDC rate: n/a Fed awd total amt: $9,312,791

Fed award project description: Maternal and Child Health Services Block Grant to the States

Fed awd date + awarding agency: HHS, Health Resources and Services Administration

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5			Jackson	X7YWWY6ZP574		
Albemarle	WAAVS51PNMK3	$ 102,880	$ 102,880	Johnston	SYGAGEFDHYR7		
Alexander	XVEEJSNY7UX9			Jones	HE3NNNUE27M7		
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5		
Appalachian	CD7BFHB8W539			Lenoir	QKUFL37VPGH6		
Beaufort	RN1SXFD4LXN6			Lincoln	UGGQGSSKBGJ5		
Bladen	TLCTJWDJH1H9			Macon	LLPJBC6N2LL3		
Brunswick	MJBMXLN9NJT5			Madison	YQ96F8BJYTJ9		
Buncombe	W5TCDKMLHE69			MTW	ZKK5GNRNBBY6		
Burke	KVJHUFURQDM5			Mecklenburg	EZ15XL6BMM68		
Cabarrus	RXDXNEJKJFU7			Montgomery	E78ZAJM3BFL3		
Caldwell	HL4FGNJNGE97			Moore	HFNSK95FS7Z8		
Carteret	UC6WJ2MQMJS8			Nash	NF58K566HQM7		
Caswell	JDJ7Y7CGYC86			New Hanover	F7TLT2GMEJE1		
Catawba	GYUNA9W1NFM1			Northampton	CRA2KCAL8BA4		
Chatham	KE57QE2GV5F1			Onslow	EGE7NBXW5JS6		
Cherokee	DCEGK6HA11M5			Orange	GFFMCW9XDA53		
Clay	HYKLQVNWLXK7			Pamlico	FT59QFEAU344		
Cleveland	UWMUYMPVL483			Pender	T11BE678U9P5		
Columbus	V1UAJ4L87WQ7			Person	FQ8LFJGMABJ4		
Craven	LTZ2U8LZQ214			Pitt	VZNPMCLFT5R6		
Cumberland	HALND8WJ3GW4			Polk	QZ6BZPGLX4Y9		
Dare	ELV6JGB11QK6			Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJC7KY7			Richmond	Q63FZNTJM3M4		
Davie	L8WBGLHZV239			Robeson	LKBEJQFLAAK5		
Duplin	KZN4GK5262K3			Rockingham	KGCCCHJJZZ43		
Durham	LJ5BA6U2HLM7			Rowan	GCB7UCV96NW6		
Edgecombe	MAN4LX44AD17			Sampson	WRT9CSK1KJY5		
Foothills	NGTEF2MQ8LL4			Scotland	FNVTCUQGCHM5		
Forsyth	V6BGVQ67YPY5			Stanly	U86MZUYPL7C5	$ 50,000	$ 50,000
Franklin	FFKTRQCNN143			Stokes	W41TRA3NUNS1		
Gaston	QKY9R8A8D5J6			Surry	FMWCTM24C9J8		
Graham	L8MAVKQJTYN7			Swain	TAE3M92L4QR4		
Granv-Vance	MGQJKK22EJB3			Toe River	JUA6GAUQ9UM1		
Greene	VCU5LD71N9U3			Transylvania	W51VGHGM8945		
Guilford	YBEQWGFJPMJ3			Union	LHMKBD4AGRJ5		
Halifax	MRL8MYNJJ3Y5			Wake	FTJ2WJPLWMJ3		
Harnett	JBDCD9V41BX7			Warren	TLNAU5CNHSU5		
Haywood	DQHZEVAV95G5			Wayne	DACFHCLQKMS1		
Henderson	TG5AR81JLFQ5			Wilkes	M14KKHY2NNR3		
Hoke	C1GWSADARX51			Wilson	ME2DJHMYWG55		
Hyde	T2RSYN36NN64			Yadkin	PLCDT7JFA8B1		
Iredell	XTNRLKJLA4S9			Yancey	L98MCUHKC2J8		

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331 DCFW 11-4-23 [seg]

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order for Veterinarian Services to Joni Shimp in the amount of $65,000

SUMMARY:
The Health Department is requesting approval of a purchase order to Joni Shimp, DVM for veterinarian services at the Pender County Animal Shelter in the amount of $65,000. The contract with automatic annual renewals for up to 5 years was approved by the Pender County Board of Commissioners on January 3, 2023 after accepting sealed proposals from RFP # 221129-238 for veterinarian services.

This is a budgeted item and funds will be taken from departmental expenditure line 900056-404500 in the amount of $65,000.

ACTION REQUESTED:
Approval of a Purchase Order for Veterinarian services to Joni Shimp, DVM in the amount of $65,000 for FY 24-25.

Pender County
Request for Board Approval

TO:	Board of Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order for a Contract Medical Director in the amount of $45,000

SUMMARY:
The Health Department is requesting approval of a purchase order to Christi Ray, D.O., to contract as the Health Department Medical Director. The Medical Director will provide medical consultation, oversight of clinical services in support of the twenty-one programs at the Health Department. The contract with automatic renewals for up to 5 years was approved by the Pender County Board of Commissioners on September 20th, 2021 after accepting sealed proposals from RFP # 210901-207.

This is a budgeted item and funds will be take from the following departmental lines:

900051-404500 Contracted Services $8,800
900052-404500 Contracted Services $8,800
900053-404500 Contracted Services $10,800
900061-404500 Contracted Services $3,800
900076-404500 Contracted Services $12,800

Total $45,000

ACTION REQUESTED:
Approval of a Purchase Order to Christi Ray, D.O. in the amount of $45,000 for Medical Director services in FY 24-25.

Pender County
Request for Board Approval

TO:	Board of Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to LabCorp of America Holdings for laboratory services in the amount of $50,000

SUMMARY:
The Health Department is requesting approval of a purchase order to LabCorp of America Holdings for lab testing in the amount of $50,000. With only two laboratories that provide the level of service the Health Department requires, Lab Corp was selected after comparing the fee schedules on the most commonly used tests. Lab Corp offers a larger discount when compared to Quest Diagnostics.

This is a budgeted item and expenditures will come out of departmental line 900077-404500.

ACTION REQUESTED:
To consider approval of a purchase order in the amount of $50,000 to LabCorp of America Holdings for lab testing in FY 24-25.

Pender County
Approval of a Purchase Order to Target Specialty Products in the amount of $80,000

TO:	Board of Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to Target Specialty Products in the amount of $80,000

SUMMARY:
The Health Department is requesting approval of a Purchase Order for $80,000 to Target Specialty Products for the Mosquito & Vector Control Program. Target Specialty Products is the Health Departments main vendor for mosquito supplies. Comparable vendors have higher product costs. The Mosquito & Vector Control Program purchases products for adulticiding and larviciding to control and eliminate mosquitoes. Products such as Aqua-Reslin , NyGuard, Delta Guard, SumiLarv and Altosid XR Slim Ingot White Briquets are used to control the mosquito population.

Expenditure: 900079-403300 Supplies & Materials $80,000

ACTION REQUESTED:
Approval to authorize a purchase order to Target Speciality Products in the amount of $80,000 for Mosquito Control supplies in FY 24-25.

Pender County
Request for Board Approval

TO:	Board of Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order to Sanofi Pasteur for Flu Vaccine in the amount of $40,000

SUMMARY:
Approval of a Purchase Order to Sanofi Pasteur for Flu Vaccine in the amount of $40,000 for FY 24-25. Flu Vaccine is pre-ordered and reserved in the prior year. Vaccine is ordered based upon demand and the number of vaccines administered at the Health Department from the previous year. Influenza vaccine is purchased at state contract rate on contract 269B at state contract pricing.

This is a budgeted item and approved during the FY 24-25 budget process. The expense for vaccine will be paid out of expenditure line item 900057-404600.

ACTION REQUESTED:
Approval of a purchase order for Influenza vaccine is requested for Sanofi Pasteur in the amount of $40,000 for FY 24-25.

Pender County
Request for Board Approval

TO:	Board of Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order for Contract Dental Services to Kathy Barnes, DDS in the amount of $218,916

SUMMARY:
The Health Department is requesting approval of a purchase order for Contract Dental Services in the amount of $218,916 to Kathy Barnes, DDS, PA. The contract with automatic annual renewals for up to 5 years was approved by the Pender County Board of Commissioners on August 16, 2021 after accepting sealed proposals from RFP # 210805-205.

This is a budgeted item and funds will be taken from departmental expenditure line 900060-404500.

ACTION REQUESTED:
Approval of a Purchase Order to Kathy Barnes, DDS, PA for Dental Services in the amount of $218,916 for FY 24-25.

Pender County
Request for Board Approval

TO:	Board of Commissioners
FROM:	Carolyn Moser
DATE:	July 15, 2024
SUBJECT:	Approval of a Purchase Order for Health Department Medical Expenses to Theracom in the amount of $53,616

SUMMARY:
The Pender County Health Department purchases medical supplies from various vendors during the budget year to provide services at the Health Department. Medical supplies are necessary to operate all departments efficiently. We are requesting approval of a purchase order to Theracom, LLC which is a sole manufacturer /vendor of Nexplanon (long term birth control). The request is for 100 Nexplanon for the Family Planning Program.

Funding was approved in the FY 24-25 budget. Expenditures will be paid out of line item 900051-404600

ACTION REQUESTED:
Approval is requested to authorize a purchase order to Theracom for long term birth control in the amount of $53,616 for FY 24-25.

Pender County
Motor Vehicle Releases and Refunds

TO:	Board of County Commissioners
FROM:	Melissa Radke
DATE:	July 15, 2024
SUBJECT:	Motor Vehicle Releases and Refunds

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

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

ACTION REQUESTED:
Approve the NC motor vehicle release and refunds shown.

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2023	ANDERSON, RICHARD RANDOLPH	410940092	136.81	SITUS
2020	ANDERSON, RICHARD RANDOLPH	410940096	140.75	SITUS
2023	BLACK, LAURIE JO	308870367	145.80	COUNTY CHANGE
2023	CANADY, ROBERT WAYNE III	310690128	146.44	SOLD
2023	CASEN, ROBERT DEAN	309547836	269.91	DESTROYED
2023	DAROUICHE, SAMI OMAR	310690146	229.48	SITUS
2023	GRINDSTAFF, CONNER MICHELLE	309892539	132.40	OUT OF STATE
2020	HAAS, CHRISTIAN JAN	308203647	785.34	MILTRY EXEMPT
2023	HIGHSMITH, DAVID ANDREW	308756973	168.72	SOLD
2023	IRVING, FRANK BISHOP III	308770446	116.64	COUNTY CHANGE
2023	LAUGHTER, JAMES RICHARD JR	412614296	206.10	SITUS
2023	MCGEOY, JOSEPH FRANCIS	309786684	233.62	MILTRY EXEMPT
2023	PELUSO, MICHAEL FRANCIS	308757000	343.11	MILTRY EXEMPT
2023	POPE, WENDY WHITE	310379748	331.65	SOLD
2022	ROSE, DANNY RAY	413480232	305.87	SITUS
2023	WHALEY, NICHOLAS JOHN	411827256	384.00	SITUS
TOTAL REFUNDS OVER $100			$4,076.64	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2023	AKEWRIGHT, TERESSA ANN	308204148	50.49	ADJSTD VALUE
2020	ANDERSON, RICHARD RANDOLPH	410940084	7.52	SITUS
2023	ANDERSON, RICHARD RANDOLPH	410940088	7.85	SITUS
2023	CANADY, WAYNE LEE	310690089	73.47	ADJSTD VALUE
2022	COLE, LINDSAY KING	308770683	51.41	OUT OF STATE
2023	COLE, LINDSAY KING	308770689	97.47	OUT OF STATE
2023	DALLAS HARRIS FARMS INC	411948328	16.66	SITUS
2023	ELLIS, LARRY MICHAEL	309786501	48.87	SOLD
2022	EVANS, BRIAN KEITH	413839948	30.40	SITUS
2022	FULLER, GLENN JON	309547824	14.92	SOLD
2023	G J ADAMS TRUCKING INC	309892935	45.40	SOLD
2023	HORNE, DIXIE GORE	310380105	43.62	SOLD
2023	IRVING, FRANK BISHOP III	308770449	25.38	COUNTY CHANGE
2023	JACOBS, KAREN DYSON	414058452	58.31	SITUS
2022	LOZADO, JESSICA LEIGH	309049113	94.39	DESTROYED
2023	MARKLEY, JEFFERY BRIAN	308757075	35.01	SOLD
2023	MCCORMICK, EDDIE RAY	308204193	56.10	SOLD
2023	NUNN, GAIL PARNELL	413480236	53.17	SITUS
2023	O'CONNOR, SCOTT ALEXANDER	309360015	54.85	ADJSTD VALUE
2022	RACKLEY, STEVEN EARNEST	310110882	7.47	SOLD
2023	STREIFF, WILLIAM CRAIG	310379733	25.25	SOLD
2023	VOLI, RONALD MICHAEL	412065372	11.43	SITUS

2023	VOLI, RONALD MICAHEL	412065376	29.71	SITUS

TOTAL REFUNDS UNDER $100	$ 939.15
TOTAL OF ALL RELEASES	NONE
TOTAL OF ALL REFUNDS	$5,015.79

Pender County
Requesting approval to carry over funds from FY24 to FY25

TO:	BOARD OF COMMISSIONERS
FROM:	Wes Stewart
DATE:	July 15, 2024
SUBJECT:	Requesting approval to carry over and re-budget funds from FY 24 to FY 25 in the amount of $78,075

SUMMARY:
Requesting approval to carry over and re-budget funds from FY 24 to FY 25 for capital outlay - vehicle, totaling $78,075. Due to inventory challenges and staffing constraints, the funds could not be utilized. Originally designated for vehicle replacements in FY 24, these funds require transfer to FY 25.

ACTION REQUESTED:
To Approve to carry over and re-budget funds from FY 24 to FY 25 to purchase the replacement vehicles that are still needed.

Pender County
Requesting approval to carry over and re-budget the Purchase Order 421 to Scanning America for $134,376.74

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	July 15, 2024
SUBJECT:	Requesting approval to carry over and re-budget the Purchase Order 421 to Scanning America for $134,376.74

SUMMARY:
Requesting approval to carry over and re-budget funds from the Purchase Order 421 to Scanning America for $134,376.74. We are still currently working on this project and we will not be completed before July. This was budgeted funds in FY 23-24.

ACTION REQUESTED:
Approval to carry over and re-budget funds from the Purchase Order 421 to Scanning America in the amount of $134,376.74

Pender County
Approval of Purchase Order for Vehicles

TO:	Board of County Commissioners
FROM:	Zack White
DATE:	July 15, 2024
SUBJECT:	Approval of Purchase Order for Vehicles

SUMMARY:
Piedmont Trucks has a 2024 Ford F350 Crew Cab Dump bed truck on the lot and ready for delivery. Piedmont can deliver within 90 days (2) 2024 F250 Crew Cab long bed trucks and (1) 2024 F250 Crew Cab short bed truck. These vehicles were approved in the FY 25 budget for the parks and recreation department and the grounds division. These purchases are included in the state contract.

ACTION REQUESTED:
The approve the purchase order to Piedmont Trucks in the total amount of $238,689.31. $188,825.39 from account 570-407403 and $49,863.92 665-407403.

PIEDMONT TRUCKS

Ford PRO Commercial Vehicle Center

2024-2029 STATE OF NORTH CAROLINA TERM CONTRACT #2510A-Fleet Vehicles-All Types

OPTIONS LIST-CATEGORY G -F350 Cab and Chassis-DRW

BID NO. DPC-704600681-BJ

STANDARD ITEMS			
14,000lb GVWR, Exterior Color: Oxford White, XL Trim Package, 7.3L V8 gasoline engine, 10-speed automatic transmission, 3.73 regular rear axle, LT245 17" BSW All season tires, Power Equipment Group, Trailer Brake Controller, Cruise Control, PTO Provision, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring			
CAB CHASSIS CONFIGURATION	**BODY CODE**		**BASE BID PRICE**
2024 Ford F350 Crew Cab 4x4 Dual rear wheel-60"CA	W3H-640A		$51,046.65
	OPTION	**MSRP**	**STATE PRICING 6% Discount**
POWERTRAIN			
6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 - Includes manual push-button engine-exhaust braking and intelligent oil-life monitor	99T	$9,995.00	$9,395.30
Limited Slip w/4.10 Axle Ratio	X4N	$395.00	$371.30
WHEELS/TIRES			
Tires: LT245/75Rx17E BSW A/T	TBM	$165.00	$155.10
OTHER OPTIONS			
XL Chrome Package Includes: -Chrome Front Bumper -Bright Grille -Power Sliding Rear Glass -Rear Window Defroster -Remote Start -Halogen Fog Lamps	96V	$395.00	$371.30
Snow Plow Prep Package-Includes pre-selected springs- does not include any plow or plow hardware mounting kit	473	$250.00	$235.00
Engine Block Heater	41H	$100.00	$94.00
Transfer Case Skid Plates	41P	$100.00	$94.00
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	$445.00	$418.30
Rear View Camera & Prep Kit	872	$415.00	$390.10
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	$175.00	$164.50
UPFIT OPTIONS			
Crysteel 9' 2/3 yard E-Tipper dump body, to fit 60"CA, bulkhead with window, 1/2 cab shield, 12" high sides, 18" manual quick drop tailgate, full height front board pockets, 6" high side boards, Electric/hydraulic hoist, 2.5" receiver hitch, 7-way trailer plug, (2) underbody toolboxes - (1) each side	CS9ED	$24,672.34	$23,192.00

Total for chassis & options	**Date: 6.20.2024**	**$85,927.55**
quote#PCW3HD9D-S-62024		

unit available for immediate delivery- stock#1125A, REC15107

Pender County
Zach White
910.734.3648bp zwhite@pendercountync.gov

Awarded Vendor: Spencer Wood, Government Sales Director, 336.688.2239 cell, srwood@piedmonttruckcenter.com

Piedmont Truck Center 412 S. Regional Rd. Greensboro NC 27409

PIEDMONT TRUCKS

Ford PRO Commercial Vehicle Center

2024-2029 STATE OF NORTH CAROLINA TERM CONTRACT #2510A-Fleet Vehicles-All Types
OPTIONS LIST CATEGORY E-MEDIUM SUPER DUTY TRUCKS- F250 Pickup/Chassis
BID NO. DPC-704600681-BJ

STANDARD ITEMS

10000 GVWR, COLOR: WHITE, 6.8L V-8 E85 FLEX FUEL GAS ENGINE, TorqShift-G 10-Speed Automatic w/SelectShift®, 3.73 STANDARD REAR AXLE, POWER EQUIPMENT GROUP-POWER WINDOWS/LOCKS, TRAILER BRAKE CONTROLLER, CRUISE CONTROL, TRAILER TOW MIRRORS, SYNC 4 BLUETOOTH, TILT STEERING WHEEL, AIR CONDITIONING, SPARE TIRE-Pickup version only, ALL SEASON TIRES, HEAVY DUTY ALTERNATOR, 40/20/40 VINYL (GRAY) SEATS, TRAILER TOW PACKAGE-TRAILER HITCH WITH 7&4 WAY TRAILER PLUG, REAR VIEW CAMERA (Pickup version only, deleted with pickup box delete), (2) KEY FOBS

PICKUP / CAB CHASSIS CONFIGURATION	BODY CODE		BASE BID PRICE
2024 F250 Crew Cab 4x4 pickup-short bed 160wb	W2B-600A		$47,720.72
	OPTION	**MSRP**	**STATE PRICING 6% Discount**
POWERTRAINS			
Electronic-Locking w/3.31 Axle Ratio	X3H	$430.00	$404.20
TIRES / WHEELS			
Tires: LT245/75Rx17E BSW A/T	TBM	$165.00	$155.10
OTHER OPTIONS			
Engine Block Heater	41H	$190.00	$178.60
410 Amp Alternator	67B	$115.00	$108.10
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	$445.00	$418.30
Tough Bed Spray-In Bedliner - Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	85S	$595.00	$559.30
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	$175.00	$164.50
Upfitter Switches (6) - Located in overhead console	66S	$165.00	$155.10

Total for pickup & options	**Date: 6.20.2024**	**$49,863.92**
quote#PCW2BD160-62024		

Pender County
Zach White
910.734.3648bp zwhite@pendercountync.gov

Awarded Vendor: Spencer Wood, Government Sales Director, 336.688.2239 cell, srwood@piedmonttruckcenter.com
Piedmont Truck Center 412 S. Regional Rd. Greensboro NC 27409

PIEDMONT TRUCKS

Ford PRO Commercial Vehicle Center

2024-2029 STATE OF NORTH CAROLINA TERM CONTRACT #2510A-Fleet Vehicles-All Types
OPTIONS LIST CATEGORY E-MEDIUM SUPER DUTY TRUCKS- F250 Pickup/Chassis
BID NO. DPC-704600681-BJ

STANDARD ITEMS

10000 GVWR, COLOR: WHITE, 6.8L V-8 E85 FLEX FUEL GAS ENGINE, TorqShift-G 10-Speed Automatic w/SelectShift®, 3.73 STANDARD REAR AXLE, POWER EQUIPMENT GROUP-POWER WINDOWS/LOCKS, TRAILER BRAKE CONTROLLER, CRUISE CONTROL, TRAILER TOW MIRRORS, SYNC 4 BLUETOOTH, TILT STEERING WHEEL, AIR CONDITIONING, SPARE TIRE-Pickup version only, ALL SEASON TIRES, HEAVY DUTY ALTERNATOR, 40/20/40 VINYL (GRAY) SEATS, TRAILER TOW PACKAGE-TRAILER HITCH WITH 7&4 WAY TRAILER PLUG, REAR VIEW CAMERA (Pickup version only, deleted with pickup box delete), (2) KEY FOBS

PICKUP / CAB CHASSIS CONFIGURATION	BODY CODE		BASE BID PRICE
2024 F250 Crew Cab 4x4 pickup-short bed 160wb	W2B-600A		$47,720.72
	OPTION	**MSRP**	**STATE PRICING 6% Discount**
CAB CONFIGURATION			
Long bed - 8' pickup / 56"CA for cab chassis W2B CREW CAB ONLY- ***must choose this option to make a cab chassis***	LB	$1,686.17	$1,585.00
POWERTRAINS			
Electronic-Locking w/3.31 Axle Ratio	X3H	$430.00	$404.20
TIRES / WHEELS			
Tires: LT245/75Rx17E BSW A/T	TBM	$165.00	$155.10
OTHER OPTIONS			
Engine Block Heater	41H	$190.00	$178.60
410 Amp Alternator	67B	$115.00	$108.10
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	$445.00	$418.30
Tough Bed Spray-In Bedliner - Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	85S	$595.00	$559.30
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	$175.00	$164.50
Upfitter Switches (6) - Located in overhead console	66S	$165.00	$155.10

Total for pickup & options	**Date: 6.20.2024**	**$51,448.92**
		x2 units
quote#PCW2BD176-62024		**$102,897.84**

Pender County
Zach White
910.734.3648bp zwhite@pendercountync.gov

Awarded Vendor: Spencer Wood, Government Sales Director, 336.688.2239 cell, srwood@piedmonttruckcenter.com
Piedmont Truck Center 412 S. Regional Rd. Greensboro NC 27409

Pender County
Approval of the Amendment to the Topsail Island Shoreline Protection Commission Charter

TO:	Board of County Commissioners
FROM:	Brad George
DATE:	July 15, 2024
SUBJECT:	Approval of the Amendment to the Topsail Island Shoreline Protection Commission Charter

SUMMARY:
The Topsail Island Shoreline Protection Commission Charter was recently revised. The amendments were to the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund section two (2) extending the funding available for aquatic weed control projects from one million dollars ($1,000,000.00) to two million dollars ($2,000,000.00) and extending the funding for administrative support of activities related to beach and inlet management from one hundred thousand dollars ($100,000.00) to one hundred twenty thousand dollars ($120,000.00). The amendments to the charter of the commission must be approved by a majority vote of each of the five (5) participating governing boards (Onslow County, Pender County, North Topsail Beach, Surf City, and Topsail Beach).

ACTION REQUESTED:
Approval of the Amendment to the Topsail Island Shoreline Protection Commission Charter.

TOPSAIL ISLAND SHORELINE PROTECTION COMMISSION
CHARTER
Revised April 29, 2024

PREAMBLE: As a barrier island, Topsail Island has various challenges when it comes to the critical interface with the Atlantic Ocean and Intracoastal Waterway. The oceanfront dune structure and other natural features protect the lives and property of the island residents and property owners. These features need to be protected and enhanced for the long-term sustainability of the island.

MISSION: To actively support and promote plans and programs to increase the Island's resiliency and education for a healthy environment, and to support and promote development and execution of the NC Beach and Inlet Management Plan.

PURPOSE:

- Stay abreast of and promote funding at the Federal, State, County, and local levels for beach nourishment and protection of our adjacent salt marsh and the water quality of public waters.
- Educate our property owners/managers/stakeholders regarding property insurance, beach nourishment, resiliency, navigation, environmental stewardship, the Beach Clean initiative, the salt marsh ecosystem, and the NC Beach and Inlet Management Plan.
- Stay informed of information concerning federal navigable waters around Topsail Island so they remain safe and usable.
- Encourage maintenance of dunes through sound vegetation management practices on our beaches.
- Promote the maintenance and restoration of nesting habitat for endangered sea turtles and other endangered species.
- Promote the routine maintenance of area historical and federal navigation channels and inlets, including the Atlantic Intracoastal Waterway (AICW), and the placement of appropriate corresponding dredge spoils on our beaches.

GOALS AND OBJECTIVES:

1. Keep our stakeholders and the five participating boards up to date on information including any strategies in use for beach nourishment and flood resiliency, and to stary abreast of the latest information and science surrounding these tenants.
2. Keep our stakeholders and the five participating boards up to date regarding North Carolina's Beach and Inlet Management Plan and its impact on our area. This includes rules as established by the Division of Coastal Management
3. Encourage our stakeholders and interested parties to support state and federal legislation favorable to beach nourishment and beach nourishment funding.
4. Keep our stakeholders informed of information concerning federal navigable waters around Topsail Island so they remain safe and usable.
5. Retain professional services, when/if required, to act on behalf of the Commission to secure federal and state funding for navigation maintenance and nourishment projects.
6. Promote restoration and maintenance of habitat essential to the survival of sea turtles and other endangered species island wide.
7. Promote the Beach Clean initiative through community outreach and the tispc.org website.
8. Promote resilient restoration and protection of the salt marsh ecosystem with particular emphasis on water quality of public waters.
9. Keep abreast of island-wide property insurance rates and promote fairness in future rate adjustments.
10. Other activities as directed by the three towns and two counties.

TASKS AND RESPONSIBILITIES:

1. Prepare annual state and federal goals for our advocates and post on the tispc.org website.

2. Prepare past year accomplishments and post on the tispc.org website.
3. Prepare an operating budget for the Commission each year and obtain each town's approval.
4. Actively advocate for dedicated long-term sources of revenue at the state and county level to supplement town and federal funds.
5. Work with the Army Corps of Engineers to ensure that appropriate quality dredging of spoils from New River, New Topsail Inlet, and the AICW are placed on Topsail Island beaches.
6. Support local, state, and national shore and beach conferences/symposiums.

ORGANIZATION:

The Commission shall be composed of eleven (11) voting members.

- Each island Town's governing board (North Topsail Beach, Surf City, and Topsail Beach) shall appoint three representatives to serve as voting members on the Commission. It will be the Town's prerogative to advise the Chairman of a substitute voting member for any given meeting.
- Each County's governing board (Onslow and Pender) may appoint one elected or other official to serve as a voting member on the Commission.
- The Chairman of the Topsail Island Shoreline Protection Commission will be elected each January from the membership. The Chairman will conduct the meetings and will be the official spokesperson for the Commission.
- The Vice Chairman of the Commission will be elected each January from the membership. The Vice Chairman will act in the absence of the chairman.
- Each Town Manager and County Manager will serve as a liaison to the Commission.
- Committees may be formed at the discretion of the Commission to address specific project issues and concerns.

COMPENSATION:

Commission members shall not be compensated for the performance of their duties as members of the Commission. They will be reimbursed for travel and out of pocket expenses when assigned to represent the Commission at official functions.

QUORUM:

A quorum of the Commission is required to conduct any official business at a regular or special meeting. At least six (6) members present at a regular or special meeting will constitute a quorum. All official business will be governed by majority vote.

MEETINGS:

Commission shall establish frequency of meetings. Meetings may be held using video conferencing tools that meet North Carolina open meeting regulations.

WEBSITE:

The official website of the Commission is https://tispc.org/ The website will be kept up to date with the current agenda, goals, accomplishments, minutes, reports, and the Beach Clean initiative. The website will serve as the official depository of commission documents which will use cloud storage through designated Town support.

CHARTER APPROVAL:

Amendments to the charter of the commission must be approved by a majority vote of each of the five (5) participating governing boards (Onslow County, Pender County, North Topsail Beach, Surf City, and Topsail Beach)

Pender County
Approval of Resolution Requesting Assistance to Declare a Disaster Declaration for Farmers Impacted by the 2024 Drought

TO:	Board of County Commissioners
FROM:	Michael Silverman
DATE:	July 15, 2024
SUBJECT:	Approval of Resolution Requesting Assistance to Declare a Disaster Declaration for Farmers Impacted by the 2024 Drought

SUMMARY:
Many farmers in Pender County and North Carolina have been severely impacted by the ongoing drought in North Carolina. The drought is significantly impacting the farmers capability to receive a return on their investment in providing crops to feed citizens in Pender County, the State of North Carolina, and in the United States. We are requesting that the State of North Carolina and the Federal government proceed with declaring a disaster for all impacted farmers in Pender County and North Carolina.

ACTION REQUESTED:
Approval of the Attached Resolution Requesting Assistance to Declare a Disaster Declaration for Farmers Impacted by the 2024 Drought.

Board of County Commissioners
Brad George – Chair
Jacqueline A. (Jackie) Newton – Vice Chair
Archibald (Fred) McCoy
Jerry Groves
William (Randy) Burton

County Manager
Michael Silverman
Assistant County Manager
Allen Vann
County Attorney
Carl W. (Trey) Thurman

A RESOLUTION REQUESTING ASSISTANCE FROM THE STATE AND FEDERAL GOVERNMENT TO DECLARE A DISASTER DECLARATION FOR FARMERS IMPACTED BY THE 2024 DROUGHT

Whereas, Pender County has a rich agricultural history and this rich tradition has continued in Pender County with a large number of soybean and corn farms in the County;

Whereas, many farmers in Pender County and North Carolina have been severely impacted by the ongoing drought in North Carolina; and

Whereas, the drought is significantly impacting the farmers capability to receive a return on their investment in providing crops to feed citizens in Pender County, the State of North Carolina, and in the United States; and

Whereas, with these significant agricultural investments not producing yields it will have an impact on the livelihoods of farmers and on consumers; and

Whereas, we are requesting that the State of North Carolina and the Federal government proceed with declaring a disaster for all impacted farmers in Pender County and the State of North Carolina; and

Whereas, the Pender County Board of Commissioners recognizes the importance that farmers play in supporting Pender County and the entire State of North Carolina and it is vital that these farmers are supported under these difficult circumstances.

Adopted by the Pender County Board of Commissioners the ___ of ____, 2024.

_____
Brad George, Chair
Board of Commissioners

_____
Michael Silverman, Clerk to the Board

Pender County
Accept North Carolina Emergency Management Capacity Building Competitive Grant (CBCG) Fiscal Year 2024 Grant funding for the amount of $127,655.65.

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	July 15, 2024
SUBJECT:	Accept North Carolina Emergency Management Capacity Building Competitive Grant (CBCG) Fiscal Year 2024 Grant funding for the amount of $127,655.65.

SUMMARY:

In early 2024 Pender County Emergency Management applied for NCEM Capacity Building Competitive Grant Program (CBCG). The grant request was $127,655.65 for a 32 ft Super Duty Tandem Dual Gooseneck Trailer and All-Weather Cab and Surface 4x4 Forklift with Extendable Boom. Currently the County does not have the means to provide quick safe movement, loading, and unloading of palleted items, larger wheeler equipment over 15 ft, side loading of fuel cubes, pallets of water, pallets of MRE's, pallets of tarps, palletized shelter equipment, etc. and any large equipment beyond 2500 lbs. Local Emergency Management and Support Staff are trained, capable, and able to load and unload equipment/supplies to support many different events in the county with an all-weather forklift. This forklift will be used to unload equipment and supplies from tractor trailers and military style vehicles at any location in the county to support response and recovery. Local EM has a 5500 Chevy Prime Mover for transportation and partnership with other county Emergency Services Department for movement of equipment on the trailer. The equipment is on site and ready for pickup with it being in the county and ready before the peck of hurricane season. The only cost to Pender County is the tags for the trailer.

ACTION REQUESTED:

Accept the NCEM Capacity Building Competitive Grant of $127,655.65, budget amendment & purchase order to Company Wrench, LTD of Smithfield, NC 27577.

NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

11 June 2024

Tommy Batson
Pender County
805 Ridgewood Ave
Burgaw, NC 28425-1578

Dear Tommy,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Capacity Building Competitive Grant (CBCG) Fiscal Year 2024 Grant has been selected for funding up to the amount of $127,655.65.

The final approval is conditional on the acceptance of the grant within 45 days from the date of this letter and designation of no more than three (3) signatories from your County for the Memorandum of Agreement (MOA) in *Salesforce*.

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions, please contact directly:

- Janene Childs, Grants Manager/ CBCG Program Coordinator, Janene.Childs@ncdps.gov or 984-304 -0332
- Amanda Thaxton, Grants Manager/*Salesforce* SME, Amanda.Thaxton@ncdps.gov or 919-744-0973

Respectfully,

DocuSigned by:
William C. Ray
7E5E8D45C30749C...

William C. Ray
Director & Deputy Homeland Security Advisor
North Carolina Emergency Management

1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236
Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov
An Equal Opportunity Employer

Product Quotation

Prepared For:
Pender County EM
Burgaw NC

Prepared By:
Blake Huff
COMPANY WRENCH LTD (HL)
mobile:

Image is for indicative purpose only and may not represent exact equipment being quoted

Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

ENGINE	2.5L, 74 hp engine, Tier 4 Final compliant, two-stage, dry type air filter with primary safety elements. 110v Engine block heater.
TIRES	Option of pneumatic industrial tires or semi-solid industrial tires.
AXLES	Front and rear drive axles: epicyclic hub reduction drive/steer axles with torque proportioning differentials. Electric selectable 4-wheel steer - 2-wheel, 4-wheel, crab, knob controlled in cab.
BRAKES	Service brakes: hydraulically operated self-adjusting, oil-immersed in-board multi-disc type mounted on front axle. Parking brake: SAHR handbrake, self-adjusting, oil-immersed in-board multi disc type mounted on front axle operated by in-cab switch.
ELECTRICAL	12 volt, meets IP67 water ingress test standard, 80 amp alternator, 102 AH heavy duty battery.
INSTRUMENTS	Visual warning system for coolant temperature, engine oil pressure, air cleaner, battery charge, transmission oil pressure and temperature, fuel gauge and hour meter.
CANOPY UNIT	Meets SAE J231 FOPS and SAE J1040 ROPS requirements. Glass right hand side screen and rear screen, vinyl covered suspension seat with seat belt, horn, in-cab storage. Single lever control joystick for boom lift/lower, rollback/dump, extend/retract and integral forward/reverse switch. Operators manual included.
CAB UNIT	Meets SAE J231 FOPS and SAE J1040 ROPS requirements. Fabric covered suspension seat with seat belt, horn, in-cab storage, heater with defroster vent system, front windshield wiper with washer. Single lever control joystick for boom lift/lower, rollback/dump, extend/retract and integral forward/reverse switch. Operators manual included.
TELESCOPIC BOOM	Two section, 20ft lift height with hydraulic parallel lift, 5,500 lbs. max capacity, 3,000 lbs to full height. Boom is manufactured from high tensile steel with low maintenance, hard wear pads.
ATTACHMENT MOUNTING	Universal skid steer quick attach.
HYDRAULICS	21 gpm two-stage gear pump, fitted with suction strainer and filter. One boom end auxiliary hydraulic service, with option for a second auxiliary service.
LIVELINK	5 year subscription allows for enhanced machine security, improved service monitoring, and modernized fleet.
WARRANTY	2 years or 2000 hours full coverage warranty (please see the machine warranty certificate for details).

Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

Maneuverability	Our 2-speed transmission allows operators to select high and low speeds. The low speed setting complies with building site speed regulations, while high speed is ideal for roading.
Productivity	A 20ft lift height makes it safe and straightforward to place bricks onto a two story building; lift capacity is 5500 lbs with the boom retracted, or 3900 lbs at full height.
Strength	We've fitted a tough inverted U-shaped boom pressing wit fully welded closing plates. For extra strength, we'v reduced the number of joints and stress points across our integrated boom nose and one-piece closing plate.
Comfort	The JCB 505-20 TC has a large, spacious cab with a wide access door; inside, there's a radio speaker and plenty o under seat storage.
Safety	"The cab is Roll Over Protection System(ROPS) and Falling Objects Protection System(FOPS) certified, so you can rest assured thatoperators are safe at all times."

Prepared For:
Pender County EM
Burgaw NC

Dealer Information
COMPANY WRENCH LTD (HL)
4805 SCOOBY LANE
OHIO

Prepared By:
Blake Huff
b.huff@companywrench.com
mobile:
Quote Date: 03/05/24
Valid Until: 04/04/24
Quotation Reference: 409682

Model: 505-20 TC **Qty: 1**

Equipment Description

505-20 Hi-Viz T4 - USA BUILD YELLOW FULL CAB	$	71,970.00
12-16.5 GALAXY BEEFY BABY IND TYRES	$	3,516.00
HYDRAULIC PIN LOCK, SAE STAND ARD, 1 AUX,T4 HI-VIZ ONLY	$	3,846.00
BASIC CAB WITH SOLID LOWER DOOR WITH FRONT AND REAR WIPER FOR USA ONLY	$	7,106.00
CLOTH SUSPENSION SEAT - WITH ADJUSTABLE BACK AND 3 inch LAP BEL T	$	924.00
SKID-STEER CARRIAGE- HYDRAULIC PIN LOCKING - FOR USA ONLY	$	3,737.00
LANGUAGE PACK:USA	$	0.00
FRONT WORKLIGHTS ONLY	$	205.00
STROBE BEACON	$	229.00
FACE LEVEL FAN	$	296.00
BLACK AIR CON ROOF MOULDING CONVERSION	$	0.00
AIR CONDITIONING FOR HI-VIZ MACHINES ONLY	$	5,388.00
48 inch (1200mm) LONG INDUSTRIAL PALLET FORKS AND FRAME FOR SKID-STEER CARRIAGE	$	1,360.00

Equipment Total List Price	111,846.00
Cust Disc Off List 10.00%	11,184.60
Equip Total after Disc	100,661.40
Total Customer Sale Price	100,661.40

Notes: Quote is based on state contract 2210A

The above quote supercedes all preceeding price quotes. Prices quoted are valid for 30 days from quote date.
**Plus applicable State Sales Tax.

Customer Acceptance: _____ Date _____

Dealer _____ Date _____

SALES QUOTE

The Cutting Edge of Customer Service

Date: March 6, 2024
Expiration Date: 60 Days

Company Wrench Ltd.
125 Wilsons Mills Rd. Extension
Smithfield, NC 27577
Toll Free: 1-855-Kobelco
Phone – +1 9108808532
Fax – (740) 687-9130

Blake Huff
E-mail – b.huff@companywrench.com

For:

Pender County
Tommy Batson
9104704721
tbatson@pendercountync.gov

Salesperson	Terms	Delivery	FOB
Blake Huff		Deliver to Customer	Smithfield, NC

Quantity	Description	Price
	Towmaster T-20LP Trailer, 27' Deck Length, 2" Nominal Oak, 102" Wide, 5' Cleated Style Beavertail, (2) 10K Axel Oil Bath 49" Spacing, 9700 Hutchens Adjustable Suspension, Electric Brakes, 8 Bolt Budd Wheels, LED Lights, 7 Pole RV Plug, Gooseneck Hitch w/ 2-5/16 Coupler BALL H. 39", S.C 84", Toolbox w/Lockable Lid Dual 12K Jacks, (2) 5' Cleated Style Ramps, Ramp Color "Equipment Red", Trailer Color "Equipment Black", (16) D-Ring Tie Downs Price based on NC Purchase Contract 2210A w/ purchase of JCB telehandler.	$ 26,994.25
Delivery		$ .00
Total		$ 26,994.25
	Note: Prices do not include applicable sales tax	

Thank you for your business!

For quote purposes only. This is not a sales agreement

TOWMASTER®

Deck-Over
T-20 / T-20LP / T-24 / T-24LP

Wood protectors are standard on Towmaster T-series trailers. They protect the end of the deck boards as equipment is loaded.

Self-cleaning angle iron beavertail also provides positive traction when loading equipment.

Two-way spring assist ramps allow you to easily lift ramps off the deck and also off the ground. Grommet mounted LED lights are standard.

Description:

The premium line of Towmaster® deck-over trailers has proven to offer durability, longevity and style that other brands try to emulate. Our build quality and design creates a trailer that is easy to own and easy to maintain. They are built on our famous I-Beam main frame with a 20-foot deck and self-cleaning angle iron beavertail. Two-way spring-assist ramps are standard on all Towmaster® T-series deck-over models.

Quick Specs:

- 36” (34” on “LP”) deck height (empty)
- 8’-6”deck width
- 20’ deck length
- Electric or Air brakes (model specific)
- Hutchens® suspension
- Self-cleaning angle-iron beavertail
- Two-way spring-assist ramps
- LED lights and sealed wiring

towmaster.com

800-462-4517

U.S.A. BUILT
EMPLOYEE OWNED

Photos may show optional equipment.

LIMITED LIFETIME FRAME WARRANTY

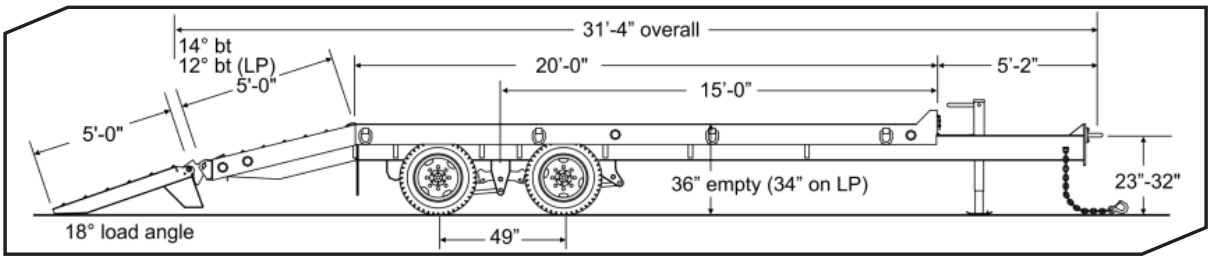
DEXTER AXLE

NATIONAL ASSOCIATION OF TRAILER MANUFACTURERS NATM APPROVED

GALVANIZING AVAILABLE

GREEN MANUFACTURING EFFICIENCIES

T-20 / T-20LP / T-24 / T-24LP



SPECIFICATIONS

S=Standard O=Optional

CAPACITY / DIMENSIONS	T-20	T-20LP	T-24	T-24LP
Capacity Rating (lbs/kg)	18,690 / 8478	18,690 / 8478	24,000 / 10,866	24,000 / 10,866
GVWR (lbs/kg)	25,990 / 11,789	25,990 / 11,789	31,300 / 14,197	31,300 / 14,197
GAWR (lbs/kg)	20,000 / 9072	20,000 / 9072	24,000 / 10,866	24,000 / 10,866
Approx. Weight (lbs/kg)	7,300 / 3311	7,300 / 3311	7,300 / 3311	7,300 / 3311
Overall Length (ft-in/mm)	31-4 / 9550	31-4 / 9550	31-4 / 9550	31-4 / 9550
Deck Height (empty)(in/mm)	36 / 914	34 / 864	36 / 914	34 / 864
Deck Length (ft-in/mm)	20-0 / 6096	20-0 / 6096	20-0 / 6096	20-0 / 6096
Overall Width (ft-in/mm)	8-6 / 2591	8-6 / 2591	8-6 / 2591	8-6 / 2591
TONGUE				
Tongue Length (ft-in/mm)	5-2 / 1575	5-2 / 1575	5-2 / 1575	5-2 / 1575
Storage Tray with Lid	S	S	S	S
Pintle Ring (in)	S	S	S	S
High-Tensile Safety Chain (size – in)	3/8 Grade 70	3/8 Grade 70	1/2 Grade 70	1/2 Grade 70
Bolt-on Drop-Leg Parking Jack	12K	12K	12K	12K
FRAME / RAMPS				
Main Beam	W10 x 17, Gr. 50	W8 x 17, Gr. 50	W10, x 17 Gr. 50	W8, x 17 Gr. 50
One-Piece Cold-Formed Frame Rails	S	S	S	S
Crossmembers	3" Jr I-beam	3" Jr I-beam	3" Jr I-beam	3" Jr I-beam
Headboard (in/mm)	5.5 / 140	5.5 / 140	5.5 / 140	5.5 / 140
Channel Side Rails (in/mm)	8 / 203	8 / 203	8 / 203	8 / 203
Deck Material	2" nom. White Oak	2" nom. White Oak	2" nom. White Oak	2" nom. White Oak
Wood Protectors	S	S	S	S
Forged D-Ring Tie Downs (total/Side)	8 / 4	8 / 4	8 / 4	8 / 4
Beavertail (ft-in / mm) (angle-degrees)	5-0 / 1524 (14)	5-0 / 1524 (12)	5-0 / 1524 (14)	5-0 / 1524 (12)
Ramps (ft-in x in/mm)	5-0 x 21 / 1524 x 533	5-0 x 21 / 1524 x 533	5-0 x 21 / 1524 x 533	5-0 x 21 / 1524 x 533
Two-Way Spring Assist	S	S	S	S
SUSPENSION / TIRES				
Hutchens Spring Suspension	S	S	S	S
No. of Axles	2	2	2	2
Axle Capacity (each) (lbs/kg)	10,000 / 4536	10,000 / 4536	12,000 / 5443	12,000 / 5443
Axle Spread (in/mm)	49 / 1245	49 / 1245	49 / 1245	49 / 1245
Hubs	Oil Bath	Oil Bath	Oil Bath	Oil Bath
Electric Brakes	S	S	S	S
Brake Size (in/mm)	12.25x4 / 311x102	12.25x4 / 311x102	12.25x5 / 311x127	12.25x5 / 311x127
Air Brakes (Full ABS Modulated, Park Brake All Axles)	O	O	O	O
Hub Piloted Budd-type Wheels (in/mm)	16x6 / 406x152	16x6 / 406x152	16x6 / 406x152	16x6 / 406x152
Wheel Bolt Pattern	8-bolt	8-bolt	8-bolt	8-bolt
Tires / Load Range Rating	235/85R16 / E	235/85R16 / E	235/85R16 / E	235/85R16 / E

STANDARD EQUIPMENT

- Adjustable hitch height
- 7-pole round electrical plug
- Weather resistant sealed modular wiring
- Grommet mounted LED lights
- Registration holder
- Rust inhibiting primer
- Durable, rust inhibiting top coat
- Die-cut UV resistant vinyl decals
- D.O.T. approved conspicuity tape
- Mud flaps
- Trailer color: Equipment black
- Ramp color: Equipment Red

OPTIONAL EQUIPMENT

Other options may be available. Ask your dealer or visit our web site.

- Gooseneck
- 25K two-speed parking jack
- Dual parking jacks
- Additional deck length
- Additional tie-downs
- Rub rail with stake pockets
- 12K electric winch
- Spare tire and wheel mount
- Spare tire and wheel
- Tire upgrade (load range G)
- Double-break beavertail (not on LP)
- Several beavertail options
- Color options: Construction Yellow, Equipment Red, Blue, Charcoal
- Galvanizing

U.S.A. DESIGNED AND BUILT IN LITCHFIELD, MN

*Payload capacity is calculated by taking the GVWR and subtracting the trailer weight.

Listed GVWR, weights, and dimensions are for reference only. Manufacturer reserves the right to change models and specifications as they see fit. See our web site or your local authorized dealer for more information.

www.towmaster.com
800-462-4517

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North Carolina Emergency Management (NCEM)

FY 2024 Capacity Building Competitive Grant (CBCG)

Notice of Funding Opportunity (NOFO)

Application Period:	**January 30, 2024 – March 06, 2024**
Application Deadline:	**March 06, 2024, by 11:59PM**
Grant Project Period of Performance:	**July 01, 2024 – June 30, 2025**
Grant Award:	**NLT July 01, 2024 (projected)**

Funded Through:

1.) FY 2024 Emergency Management Capacity Building Competitive Grant (CBCG), NC Appropriations Act of 2023, Session Law 2023-134, Section 19I.2.(a), page 507

2.) Joint Conference Committee Report on the Current Operations Appropriations Act of 2023, page E39, number 79

State Administrative Agency:

North Carolina Department of Public Safety
Division of Emergency Management 1636
Gold Star Drive, Raleigh, NC 27607
www.ncdps.gov/ncem

Eligibility:

Eligibility is limited to County Emergency Management agencies established in accordance with G.S. 166A-19.15 located in counties with a population of 230,000 or fewer, based upon the 2021 Certified County Population Estimates from the State Demographer in the Office of State Budget and Management.

1. AVAILABILITY OF FUNDS ANNOUNCEMENT

The Division of Emergency Management is pleased to announce the availability of FY 2024 State Appropriated Capacity Building Competitive Grant (CBCG) funds. The total amount of non-recurring funding is $1,925,578.00.

Applicants are encouraged to read this entire Notice of Funding Opportunity (NOFO) document thoroughly before applying. The NOFO is open to all applicants meeting eligibility requirements.

A. Availability of Funds

All awards are contingent upon the Division of Emergency Management receiving the specified grant funds from North Carolina at the expected level and are subject to any modifications or additional requirements that may be imposed.

B. CBCG Application Limitations and Funding Cap

Application Submission Limits: Agencies may only submit one application for this grant. Applications may consist of only one project. A project may include multiple items or categories of items. Each project will be independently scored by the review committee.

Funding Cap: A single award cap of $200,000 will be in place. As this is a competitive program, there will not be a blanket award given to the 90 eligible county emergency management agencies.

C. CBCG Funding Allocations and Projected Funding Availability

This funding opportunity consists of $1,925,578 in non-recurring funding with a projected period of performance (POP) July 01, 2024 through June 30, 2025.

D. CBCG Award Period

Awards will be made for up to a twelve (12) month POP, from July 01, 2024, through June 30, 2025. The project start and end dates on your application must align with the period of performance.

E. CBCG Application Deadline

Applications must be submitted in *Salesforce* by 11:59PM on Wednesday, March 06, 2024. Applicants must complete and submit the CBCG application and any supporting documentation in *Salesforce* by the application deadline.

2. ELIGIBILITY INFORMATION

A. Eligible Entities

County emergency management agencies established in accordance with G.S. 166A-19.15 located in counties with a population of 230,000 or fewer, based upon the 2021 Certified County Population Estimates from the State Demographer in the Office of State Budget and Management.

Ineligible county emergency management agencies are:

Buncombe	Cabarrus
Cumberland	Durham
Forsyth	Gaston
Guilford	Mecklenburg
Union	Wake

B. Compliance with State Criteria

The following five documents must be on file for all grantees prior to or upon selection for an award. These documents are not required to apply for this grant program. These documents must be uploaded in *Salesforce*

upon execution of the Memorandum of Agreement (MOA) if awarded funds and if not already on file. If these documents are already on file in *Salesforce,* they are not required to be resubmitted unless grantee needs to update the forms on file.

1. W-9 (09 NCAC 03M .0202)
2. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
3. Conflict of Interest Policy (G.S. 143C-6-23.(b))
4. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
5. Copy of Sub-Grantee Procurement Policy

In addition to these forms, once grant funds have been disbursed, each recipient should be prepared to submit reporting documentation (09 NCAC 03M .0401) pursuant to the grant agreement, in addition to any required audits.

Agencies must abide by any additional eligibility or service criteria as established by the North Carolina Department of Public Safety, as well as all specific requirements as provided in the MOA.

C. Cost Sharing or Match Requirement

There is a no match requirement imposed on grant funds provided under this program. Applicants may list match funds on their application, if desired, but they are not required, and it is not a scoring criterion.

3. PROGRAM DESCRIPTION

The North Carolina Emergency Management Capacity Building Competitive Grant (CBCG) was initially enacted by North Carolina State Legislature (NCSL) in state fiscal year (SFY) 2021-2022. A second round of CBCG funding was enacted by NCSL in SFY 2022-2023. This round of funding was enacted by NCSL in SFY 2024-2025.

Grants shall be used to ensure local emergency management offices are adequately equipped, trained, and prepared for all hazards and emergencies.

A. Funding Priorities

NCEM is interested in supporting the target priority areas identified below. NCEM encourages programs that build on capabilities, close gaps and include best practices to meet the needs of emergency management offices across the state.

FY2024 Target Priorities:

- Increasing local mass care and human services capacity
- Preparedness initiatives
- Improving incident management/coordination capacity
- Improving EOC capabilities, to include technology initiatives for continuity of operations purposes
- Resiliency initiatives
- Other items supported by a documented local or regional risk assessment/THIRA

Note: Applicants are not limited solely to projects that address the FY2024 Target Priorities. Applications addressing other locally identified priorities may be awarded, based on scoring and funds availability.

B. CBCG Unallowable and Conditionally Allowable Activities

The activities listed below are unallowable, and costs for them will not be supported with grant

funds. NOTE: This is not an exhaustive list.

1) Lobbying, except with explicit statutory authorization
2) Fundraising
3) Management & Administration

Special Note: Communications equipment is allowable, however it must be pre-approved by the NCEM Communications Branch Manager prior to purchase to ensure interoperability standards are met.

C. Pre-Award Costs

NCEM does not allow pre-award costs. Expenditures incurred prior to the start date of the award may not be charged to the project.

4. CBCG APPLICATION SUBMISSION INFORMATION

A. Application Submission: Applications must be submitted electronically to *Salesforce*. Questions can be submitted to CBCG@ncdps.gov

B. NCEM Grants Policy on Late Submissions

Applications must be submitted in *Salesforce* by 11:59 PM on Wednesday, March 06, 2024. Applicants must complete and submit the CBCG application and any supporting documentation in *Salesforce* by the application deadline. Late submissions will not be accepted.

C. Education and Q&A Process

Because this is a competitive grant program, NCEM staff will not be able to provide direct assistance with application development or project formulation. All questions regarding the application process should be directed to the **CBCG@ncdps.gov** mailbox.

Questions regarding CBCG and the application process should be submitted to **CBCG@ncdps.gov**, subject line "CBCG Question", by February 21, 2024. Q&A's will be posted on the CBCG website at least 1 week prior to the application deadline.

***Salesforce* Training, Office Hours & Technical Assistance**

- 02/05/2024 @10AM -11AM- Virtual Session for Account/Contact Creation
- 02/12/2024, 02/19/2024 & 02/26/2024 @10AM -11AM – Virtual Sessions for FY24 CBCG Application Assistance (Covers Salesforce & Programmatic Questions)
- Open virtual office hours weekly on Thursday's 10AM-12PM, 02/08/24 - 02/29/24, and special session 03/06/24 @ 12PM – 4PM
- 06/19/2024 @10AM -11AM - Virtual Session for Post Award Questions & Support (Covers Salesforce & Programmatic Questions)
- Post Award Office Hours – TBD
- Programmatic and technical support offered during office hours.

The purpose of the virtual sessions is to provide information about the 2024 CBCG program and application process in *Salesforce*, and answer questions from applicants. Session information will be posted on the CBCG website. These sessions will be recorded for those who do not attend, and the recording will be posted on the CBCG website. The purpose of the virtual office hours is to assist with any individual questions and concerns regarding FY24 CBCG and *Salesforce*. Drop-in anytime that is convenient during office hours.

5. CBCG APPLICATION CONTENT

Only the CBCG application form in ***Salesforce*** will be accepted.

A. Project Information

Project Abstract: Briefly describe the project's purpose, identify target population, and discuss program components which address the identified problem.

Project Narrative: Provide additional information about your project application.

Project Timeline of Activities: Provide a timeline for the implementation of the project.

Project Sustainability Plan: Describe your formal, working sustainability plan for the project and how the project will be sustained using jurisdictional resources once this grant ends.

B. Project Budget

Your budget should justify all expenses and be consistent with the program narrative. Budgets must be clear and specific. Budgets are required to reflect all project spending throughout the entire duration of the period of performance of the grant.

While NCEM will attempt to fund projects as originally budgeted, the Division reserves the right to adjust/reduce funding amounts pre-award based on funds availability. If a reduction is required to fund a project, the Grants Management Branch will contact the potential awardee prior to award to verify project viability at reduced funding level.

Equipment Budget: Provide an explanation about how items listed in the equipment category in the budget are required for the project. For purposes of the CBCG application, equipment is any tangible personal property (including information technology systems) having a useful life of more than one year purchased for project use.

C. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures as requested.

D. Budget Line Items

Clearly outline the amount of funding requested for each type of funding sought (e.g., amount for salaries, consultants, supplies, travel, and/or equipment). Each individual cost requested is required to have its own line item. Each staff member, consultant and/or volunteer position requires separate budget lines.

E. Indirect Cost Rates

Indirect cost rates are not allowed.

6. CBCG APPLICATION REVIEW

CBCG is a competitive application process and the NCEM Review Committee will assess each application based on the following criteria:

- Identification of Gap or Priority to be addressed (10 Points)

- Methodology to address Gap or Priority (25 Points)
- Project Sustainability (10 Points)
- FY2024 Target Priorities addressed (25 Points)
- Timeline of Activities/ Milestones (20 Points)
- Budget (10 Points)

No application or proposal is guaranteed award at any time during the time of grant review or the recommendation process. Funding is subject to the availability of funds and the project's adherence to funding guidelines.

Funding recommendations are made by the members of the CBCG review committee appointed by the NCEM Director to review and score applications and to provide recommendations on suggested approvals and award amounts.

Final determination of all awards is made by the NCEM Director. All fields on the application must be fully completed by applicants and will be reviewed and scored by the CBCG review committee as appropriate.

The committee will include representation from designated stakeholders, to include:

- (1) Chairperson to be designated by the Director of Emergency Management
- (1) NCEM Operations Section
- (1) Recovery
- (1) NCEM Homeland Security Section
- (1) NCEMA Designee from an ineligible (+230,000) or non-participating jurisdiction
- (2) Local Emergency Management Representatives of ineligible (+230,000) or non-participating jurisdictions

A scoring rubric will be posted on the CBCG website to help applicants understand how their applications will be scored by the CBCG review committee.

7. POST AWARD REQUIREMENTS

A. Project Reimbursement

NCEM will distribute awarded funds to recipients by reimbursement of eligible expenditures.

The NCEM Multi-Hazard Field Planners will serve as programmatic leads for this grant program. The NCEM Multi-Hazard Field Planner can assist recipients with collating and submitting reimbursement requests to include reimbursement request forms, proof of payment, and supporting documentation submitted in *Salesforce*.

For FY24 CBCG related grant questions, submit via email to: CBCG@ncdps.gov

For *Salesforce* related questions, submit via email to: ncemsalesforce@ncdps.gov

Reimbursement Requests will consist of:

a. Request for reimbursement (RFR) form in *Salesforce*
b. Invoices. Highlight all charges to be reimbursed, only allowable expenditures in the approved budget and scope of work. Invoices must be dated within the period of performance.
c. Proof of payment. Acceptable proofs are:
    - Cancelled checks
    - Agency financial ledger
    - Pay Statements (for salary)

- Bank statements
- Credit card statements
- Travel/employee reimbursement forms

d. Summary of expenditure. On a single document for each invoice show:
- Name of the company
- Invoice number or other identifying number
- Invoice date
- The approved reimbursable amount of the invoice

Pender County
Approve the HUD required Housing Opportunity Admin Plan

TO:	Board of County Commissioners
FROM:	Sue Sava
DATE:	July 15, 2024
SUBJECT:	Approve the HUD required Housing Opportunity Through Modernization Act of 2016 Admin Plan (HOTMA)

SUMMARY:
Housing Opportunity Through Modernization Act of 2016 (HOTMA) signed into law on July 29, 2016, aims to modernize and streamline housing policies int he U.S. it does so by amending sections of the United States Housing Act of 1937. HOTMA introduces significant changes to income calculation, net family assets and income reviews.

ACTION REQUESTED:
Approve the HUD required Admin Plan

Pender County
Approval of Update Pender County Procurement Policy Effective July 15, 2024

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 15, 2024
SUBJECT:	Approval of Update Pender County Procurement Policy Effective July 15, 2024

SUMMARY:
There have been many proposed updates to our procurement policy as you can see highlighted in green in the attached version of our procurement policy. Other items have potentially been rearranged in order to streamline use of the policy. All proposed changes are to either formally document our current practices or streamline our current requirements to be more in line with State and Federal requirements. Previously our policy was by far the most restrictive of the three levels, but this will allow for some more flexibility, streamlining of requests of the Board of County Commissioners approvals as part of a public meeting, and document some of the authorities delegated along the way.

We think this policy will allow us to keep business moving in Pender County, while still ensuring that we have done the best we can at being good stewards of the tax dollars of the Citizens of Pender County. We are also working on a guide to accompany this policy to make doing business with Pender County as easy as possible for our vendors and our departmental procurement staff. Once the guide is fully developed in the next couple of weeks we will be holding departmental training to make use of the tools and increased opportunities for efficiencies.

ACTION REQUESTED:
Approval of Update Pender County Procurement Policy Effective July 15, 2024

Pender County
Approval of Resolution supporting an application to the Local Government Commission for its approval of a County financing agreement – 2024 New Law Enforcement Center

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 15, 2024
SUBJECT:	Approval of Resolution supporting an application to the Local Government Commission for its approval of a County financing agreement – 2024 New Law Enforcement Center

SUMMARY:
This item will serve as the authorization to proceed with the Law Enforcement Center construction project and related financing. Please see attached documentation to make this authorization official and proceed accordingly.

ACTION REQUESTED:
Approval of Resolution supporting an application to the Local Government Commission for its approval of a County financing agreement – 2024 New Law Enforcement Center

Resolution supporting an application to the Local Government Commission for its approval of a County financing agreement
– 2024 New Law Enforcement Center

Introduction --

The Board of Commissioners of Pender County has previously determined to carry out a project to acquire, construct, equip and finance a 100,000-square-foot law enforcement center that will include a detention center, a sheriff's office, a 911 operations center, and an evidence storage facility.

The Board has also made a preliminary determination to finance this project through an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. In an installment financing, the County's repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the County's taxing power or any specific revenue stream. In this case, the County expects that the law enforcement center will serve as the collateral.

State law requires that the County's financing be approved by the North Carolina Local Government Commission, a division of the North Carolina State Treasurer's office. Under the LGC's guidelines, this governing body must make certain findings of fact to support the County's application for the LGC's approval of the County's financing arrangements.

1. The Pender County Board of Commissioners RESOLVES, as follows:

(a) The County makes a preliminary determination to finance approximately $68,000,000 to pay project costs.

(b) The Board will determine the final amount to be financed by a later resolution. The final amount financed may be slightly lower or slightly higher than $68,000,000. Some of the financing proceeds may represent reimbursement to the

County for prior expenditures on project costs, and some proceeds may be used to pay financing expenses or to provide any appropriate reserves.

2. The Board makes the following findings of fact in support of the County's application to the LGC:

(a) The proposed project is necessary and appropriate for the County under all the circumstances.

(b) The proposed installment financing is preferable to a bond issue for the same purposes. This financing is for a discrete facility and is therefore particularly suitable for installment financing.

The County has no meaningful ability to issue non-voted general obligation bonds for this project. This project will produce no revenues that could be used to support a self-liquidating financing. The County expects that in the current interest rate environment for municipal securities there would be no material difference in the overall financing costs between general obligation bonds and installment financings for this project.

(c) The estimated sums to fall due under the proposed financing contract are adequate and not excessive for the proposed purpose. The County will closely review proposed financing rates against market rates with guidance from the LGC and the County's financial adviser. All amounts financed will reflect either approved contracts, previous actual expenditures, or professional estimates.

(d) As confirmed by the County's Finance Officer, (i) the County's debt management procedures and policies are sound and in compliance with law, and (ii) the County is not in default under any of its debt service obligations.

(e) Given the County's need for the project, the Board believes that the effect on the County's budget and the tax rate from repaying the borrowed money will be reasonable under all the circumstances. The Board will work to minimize the tax rate impact in a manner consistent with moving forward with the project and addressing the full range of County needs.

(f) The County Attorney is of the opinion that the proposed project is authorized by law and is a purpose for which public funds of the County may be expended pursuant to the Constitution and laws of North Carolina.

3. Additionally, the Board resolves as follows:

(a) The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse project expenditures from financing proceeds. The County intends that funds that have been advanced for project costs, or which may be so advanced, from the County's general fund, or any other County fund, may be reimbursed from the financing proceeds.

(b) The Board directs the County Manager and the Finance Officer to take all appropriate steps toward the completion of the financing, including (i) completing an application to the LGC for its approval of the proposed financing, and (ii) soliciting one or more proposals from financial institutions to provide the financing. The Board ratifies all prior actions of County representatives in this regard.

(c) This resolution takes effect immediately.

****

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Pender County, North Carolina; that this meeting was properly called and held on July 15, 2024; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this 15th day of July, 2024.

[SEAL]

_____

Lexi Stanfield
Clerk, Board of Commissioners
Pender County, North Carolina

Pender County
Approval of Resolution providing final approval of terms and documents for the law enforcement center financing

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 15, 2024
SUBJECT:	Approval of Resolution providing final approval of terms and documents for the law enforcement center financing

SUMMARY:
This item will serve as the authorization to issue limited obligation bonds to finance the Law Enforcement Center construction project. Please see attached documentation to make this authorization official and proceed accordingly.

ACTION REQUESTED:
Approval of Resolution providing final approval of terms and documents for the law enforcement center financing

Resolution providing final approval of terms and documents for the law enforcement center financing

Introduction --

The Board of Commissioners (the "Board") of Pender County, North Carolina (the "County") has previously determined to carry out a project for the acquisition and construction of a 100,000-square-foot law enforcement center that will include a detention center, a sheriff's office, a 911 operations center, and an evidence storage facility.

The Board has determined to finance these undertakings by using an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. In an installment financing, the County secures the financing by its promise to pay and a mortgage-like interest in some or all of the property to be acquired or improved, but not by a pledge of specific revenues or the County's taxing power. The County's financing plan also includes the use of limited obligation bonds, which represent interests in County payments that can be sold to investors.

County staff has made available to the Board the draft documents listed on Exhibit A (the "Documents"), as well as a draft of an official statement designed to provide information about the County and the financing to prospective investors in the Bonds. These items all relate to the County's carrying out the financing plan.

This resolution provides the Board's final approval of the financing terms and the substantially final financing documents, and authorizes County staff to complete the financing process.

The Board of Commissioners of Pender County, North Carolina, RESOLVES, as follows:

1. Determination To Proceed with Financing -- The Board confirms its decision to carry out the proposed installment financing for the law enforcement center construction. Under the financing plan, the County will receive funds from the sale of the bonds to carry out the project. The County will repay the funds over

time, with interest. The County will secure its repayment obligation by granting a mortgage-like interest in the law enforcement center.

2. Approval of Documents; Direction To Execute Documents -- The Board approves the forms of the Documents submitted to this meeting. The Board authorizes the Board Chairman and the County Manager, or either of them, to execute and deliver the Documents when in final form. The Documents in their respective final forms must be in substantially the forms presented, with changes as the Chairman or the County Manager may approve. The execution and delivery of any Document by an authorized County officer will be conclusive evidence of that officer's approval of any changes.

The Documents in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the County not to exceed $68,000,000 (b) for a true interest cost of the financing not to exceed 5.50%, and (c) for a financing term not to extend beyond December 31, 2044. The amount financed may include amounts to pay financing expenses and other necessary and incidental costs.

3. Sale of Bonds; Approval of Official Statement – The Board appoints Robert W. Baird & Co. Incorporated, as senior manager, and Wells Fargo Securities, Inc., as co-manager, to serve as underwriters for a public offering of the bonds.

The Board approves the draft official statement submitted to this meeting as the form of the preliminary official statement pursuant to which the underwriters will offer the bonds for sale. The preliminary official statement distributed to prospective investors must be in substantially the form presented, with such changes as the Finance Officer may approve. The Board directs the Finance Officer, after the sale of the Bonds, to complete and otherwise prepare the preliminary official statement as an official statement in final form.

The Board authorizes the use of the preliminary official statement and the final official statement (collectively, the "Official Statement") by the underwriters in connection with the sale of the bonds.

The Board acknowledges that it is the County's responsibility, and ultimately the Board's responsibility, to ensure that the Official Statement neither contains an

untrue statement of a material fact nor omits to state a material fact required to be included therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. Officers To Complete Closing – The Board authorizes the County Manager, the Finance Officer and all other County officers and employees to take all proper steps to complete the financing in accordance with this resolution.

The Board authorizes the County Manager to hold executed copies of all financing documents authorized by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to his satisfaction, and then to release the executed documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the previous paragraphs, the Board specifically authorizes the County Manager (a) to approve and enter into, on behalf of the County, any additional agreements appropriate to carry out the financing plan contemplated by this resolution, and (b) to approve changes to any documents previously signed by County officers or employees, provided that the changes do not substantially alter the intent from that expressed in the form originally signed. The County Manager's authorization of the release of any document for delivery will constitute conclusive evidence of his approval of any changes.

In addition, the County Manager and the Finance Officer are authorized to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the Documents, this resolution or otherwise with respect to the financing.

5. Additional Provisions – The Board authorizes all County officers and employees to take all further action as they may consider desirable to carry out the purposes of this resolution. In particular, the Board directs the Clerk to this Board to apply the County's seal to the final form Documents, and to attest to the application of the seal. The Board ratifies all prior actions of County officers and employees to this end. Upon the unavailability or refusal to act of the County Manager, the

Chairman or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk may carry out or exercise any rights or responsibilities assigned in this resolution to the Chairman or the Clerk. The Board repeals all other Board proceedings, or parts of proceedings, in conflict with this resolution, to the extent of the conflict. This resolution takes effect immediately.

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Exhibit A -- Draft Documents

(a) A draft dated June 25, 2024, of a Trust Agreement to be dated on or about August 1, 2024, between the County and U.S. Bank Trust Company, National Association (the "Trustee"). This instrument provides for the advance of funds to the County, for the issuance of the limited obligation bonds, for the County's obligation to repay the amounts advanced, and for the County's responsibilities for the use and care of the collateral. The Trustee keeps certain official records for the bonds, processes bond payments and other payments, and acts as a representative of the bondholders.

(b) A draft dated June 25, 2024, of a Deed of Trust and Security Agreement to be dated on or about August 1, 2024, from the County to a deed of trust trustee for the Trustee's benefit. This instrument provides for a security interest in the law enforcement center property to secure the County's repayment obligations and its other obligations under the financing documents.

(c) A draft of a Bond Purchase Agreement to be dated on or about August 7, 2024, providing for the underwriters' obligation to purchase the bonds. The final form of this Agreement will set out the final principal amount, principal payment schedule and interest rates for the bonds, and the other terms and conditions for the underwriters' obligation to purchase the bonds.

s☆h draft of June 25

TRUST AGREEMENT

by and between

PENDER COUNTY, NORTH CAROLINA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Relating to the execution and delivery of

[$68,000,000]
Limited Obligation Bonds
Series 2024A

Dated as of August 1, 2024

THIS AGREEMENT (this "Agreement") is dated as of August 1, 2024, is between **PENDER COUNTY, NORTH CAROLINA,** a North Carolina political subdivision (the "County"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,** a national banking association, as trustee (the "Trustee"), and relates to the issuance of [$68,000,000] Limited Obligation Bonds (the "2024A Bonds").

RECITALS:

The County is issuing bonds pursuant to this Agreement to provide funds to be used, together with other available funds, on a project (the "Project") to pay for the acquisition and construction of a 100,000-square-foot law enforcement center that will include a detention center, a sheriff's office, a 911 operations center, and an evidence storage facility, all as further described in Exhibit A. In accordance with the County's authority under Section 160A-20 of the North Carolina General Statutes, the County will secure its obligations under this Agreement and the 2024A Bonds by a security interest in the Pledged Facilities and the Pledged Sites (each as defined in Exhibit B).

This Agreement provides for the issuance of the 2024A Bonds, the County's obligation to pay the 2024A Bonds, the security for the 2024A Bonds, the County's obligation to care for the collateral and other related matters.

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE I

THE BONDS

Section 1.01. Provision for 2024A Bonds; Advance. (a) The County will issue, and the Trustee will authenticate and deliver, 2024A Bonds in an aggregate principal amount of [$68,000,000].

(b) The County will receive a total of $_____ (the "Amount Advanced") from the sale of the 2024A Bonds. The County will use the Amount Advanced as provided in this Agreement to pay Project Costs.

Section 1.02. Bonds Constitute Installment Contracts. Each of the Bonds, together with the County's corresponding obligations under this Agreement and the Deed of Trust, constitutes a separate "installment contract" within the meaning of Section 160A-20 between the County and the owner of that Bond. The County's payment obligations, and its other obligations under this Agreement and with respect to the Bonds, are secured by the lien on the Mortgaged Property created under the Deed of Trust and by the other security provided for in this Agreement. The security for each Bond ranks on parity with the security for every other Bond.

Section 1.03. Form and Details; Payments. The 2024A Bonds will be designated "Limited Obligation Bonds, Series 2024A," and will be in substantially the form of Exhibit C, with any changes as this Agreement permits or requires. The 2024A Bonds will be numbered R-1 upward for identification. The 2024A Bonds are payable as to interest semiannually until payment on each Payment Date at the following rates (calculated based on a 360-day year consisting of twelve 30-day months), and are payable as to principal on October 1 in the following years and amounts:

Maturity Date (October 1)	**Principal Amount ($)**	**Rate (%)**
[To come]		

Exhibit D shows a schedule of payments due on the 2024A Bonds for each Payment Date. Upon any redemption of any 2024A Bonds, the County will recalculate the schedule of payments to reflect the redemption and will then deliver a substitute Exhibit D to the Trustee reflecting the recalculated payment schedule. The Trustee has no responsibility to confirm any recalculated payment schedule.

Section 1.04. Redemption Dates and Prices. The Bonds are subject to redemption as described in Section 2.01.

Section 1.05. Delivery of 2024A Bonds. The Trustee will authenticate and deliver the 2024A Bonds when the County has filed with or delivered to the Trustee all the following items:

(a) Original executed counterparts of this Agreement and the Deed of Trust

(b) Certified copies of County Board resolutions approving substantially final forms of this Agreement and the Deed of Trust, authorizing their execution and delivery, and approving the issuance of the 2024A Bonds

(c) Executed 2024A Bonds in the aggregate principal amounts, bearing interest at the rates, and payable as to principal and interest at the times and in the amounts as are provided in this Agreement

(d) A County Certificate directing the Trustee to authenticate and then deliver the 2024A Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of the amount paid

(e) An Opinion of Bond Counsel to the effect that the issuance of the 2024A Bonds has been duly authorized by all necessary authorities

(f) Evidence that the LGC has approved the issuance of the 2024A Bonds

Section 1.06. Additional Bonds. The County may provide for Additional Bonds to be issued under this Agreement to provide funds (a) to expand or improve the Pledged Facilities, (b) to construct further improvements to the Pledged Sites, (c) to refund any Outstanding Bonds, (d) to pay financing costs or establish reserves in connection with the issuance of Additional Bonds, (e) for any other purpose that may be allowed by law from time to time, including the acquisition and construction of additional public facilities, whether or not any such facility is related to the Pledged Facilities or the Pledged Sites, or (f) for any combination of these purposes.

The Trustee will authenticate and deliver Additional Bonds when the County has filed with or delivered to it all the following items:

(i) Certified copies of County Board resolutions approving the terms and conditions under which the Additional Bonds are to be issued and authorizing the execution of amendments or supplements to the Deed of Trust (if necessary) and this Agreement providing for the issuance of the Additional Bonds

(ii) Evidence that the LGC has approved the issuance of the Bonds and the related transactions (if that approval is then required by law)

(iii) An executed copy of an amendment or supplement to this Agreement providing for the issuance of the Additional Bonds, which must set forth the payment and redemption terms of the Additional Bonds, together with other appropriate terms

(iv) Either (A) an executed copy of an appropriate amendment or supplement to the Deed of Trust, extending the benefit of the security provided to the Trustee to secure the County's performance of its obligations under the Trust Agreement and Deed of Trust as so amended or supplemented, or (B) a County Certificate to the effect that such an amendment or supplement is not necessary

(v) A County Certificate directing the Trustee to authenticate and then deliver the Additional Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of proceeds from the sale of the Additional Bonds

(vi) An Opinion of Bond Counsel to the effect (A) that the issuance of the Additional Bonds is permitted under the terms of this Agreement and has been duly authorized, and (B) that the issuance of the Additional Bonds in itself will have no adverse effect on the exemption from Federal income tax to which interest on the Outstanding Bonds is entitled

(vii) Either (A) evidence of the issuance or proposed issuance of one or more lender's title insurance policies (or an appropriate endorsement to an existing policy) in favor of the Trustee, in an aggregate face amount of insurance equal to the total amount of Outstanding Bonds plus the principal amount of the Additional Bonds then to be issued and including any amendment or supplement to the Deed of

Trust referenced in (iv) above as an insured instrument, or (B) a County Certificate to the effect that such additional policy or endorsement is not necessary

The Trustee is not required to authenticate and deliver any Additional Bonds if any Event of Default under this Agreement is continuing.

Simultaneously with the delivery of the Additional Bonds, the proceeds (including any accrued interest) of the Additional Bonds will be applied as provided in the certificate described in (v) above.

After the execution and delivery of any Additional Bonds, they will be "Bonds" under this Agreement and subject to all its terms and conditions, except as may be provided in the supplement to this Agreement provided for in (iii) above.

ARTICLE II

REDEMPTION

Section 2.01. Redemption Dates and Prices. The 2024A Bonds are subject to redemption only as provided in this Section.

(a) *Optional Redemption* – The 2024A Bonds maturing on or after October 1, 2034, are subject to redemption at the County's option, in whole or in part on any date on or after October 1, 2033, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

(b) *Mandatory Sinking Fund Redemption* -- The 2024A Bonds maturing on October 1, _____, and October 1, _____, are required to be redeemed in part prior to maturity pursuant to the terms of the sinking fund requirements of Section 2.05 at a redemption price equal to the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

The supplement to this Agreement providing for the issuance of any Additional Bonds will set out the terms and conditions for their redemption.

Section 2.02. Selection of 2024A Bonds for Redemption.

(a) If less than all the 2024A Bonds are to be redeemed pursuant to the provisions of subsection 2.01(a), they will be redeemed among maturities in any manner the County chooses.

(b) If less than all of the 2024A Bonds of any maturity are to be redeemed, the Trustee must select the 2024A Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for determining beneficial ownership of 2024A Bonds, if less than all of the 2024A Bonds within a maturity are to be redeemed, the parties agree that DTC may determine which of the 2024A Bonds within the maturity are to be redeemed in accordance with DTC's then-current rules and procedures.

(c) In any case, (i) the portion of any 2024 Bond to be redeemed must be in the principal amount of $5,000 or some integral multiple thereof, and (ii) in selecting 2024A Bonds for redemption, each 2024 Bond will be considered as representing that number of 2024A Bonds which is obtained by dividing the principal amount of that 2024 Bond by $5,000. If a portion of a 2024 Bond is called for redemption, the County will prepare, and the Trustee will deliver, a new 2024 Bond of the same series in principal amount equal to the unpaid portion to the registered owner upon the surrender of the 2024 Bond.

Section 2.03. Redemption Notices. (a) The Trustee, at the County's direction, upon being satisfactorily indemnified with respect to expenses, and with at least two Business Days' notice, will send notice of redemption no less than 30 nor more than 60 days prior to the redemption date, as follows:

(i) With respect to any 2024A Bonds being called for redemption for which DTC or its nominee is the registered owner, to DTC, in whatever manner may be provided for under DTC's standard operating rules as then in effect (and if the Trustee is unable to determine those rules, by registered or certified mail, return receipt requested);

(ii) With respect to any 2024A Bonds for which no book-entry-only system of registration is in effect, to each of the registered owners of those 2024A Bonds at their addresses as shown on the Trustee's registration books, by registered or certified mail; and

(iii) In any case, both (A) to the MSRB for posting on the EMMA System and (B) to the LGC.

Notwithstanding anything to the contrary in this Agreement, the County acknowledges and agrees that the Trustee is not acting as the disclosure or dissemination agent for purposes of Rule 15c2-12 in connection with any notice to be posted with the MSRB via the EMMA System.

Failure to give any notice specified in (i) or (ii), as applicable, or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2024A Bonds with respect to which no failure has occurred. Failure to give any notice specified in (iii), or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2024A Bonds with respect to which the notice specified in (i) or (ii) is correctly given. Any notice mailed as provided in this Agreement will conclusively be presumed to have been given regardless of whether received by any Owner.

(b) Any redemption notice, except a notice given in respect of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon --

(i) the Trustee's receipt on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the 2024A Bonds to be prepaid; or

(ii) any other condition not unacceptable to the Trustee.

If a notice contains a condition and the Trustee either (A) does not receive moneys sufficient to pay the principal of and premium, if any, and interest on the 2024A Bonds on or prior to the redemption date, or (B) the stated condition is not fulfilled, as evidenced to the Trustee by a County Certificate,

in either case on or prior to the redemption date,

then redemption will not be made, and the Trustee must, within a reasonable time, give notice the same way the redemption notice was given that the moneys were not so received (or condition was not fulfilled) and the redemption was not made.

(c) Each redemption notice must specify (i) the complete designation of the 2024A Bonds to be redeemed, (ii) the CUSIP numbers of the 2024A Bonds to be

redeemed, (iii) the dated dates, maturity dates and interest rates of the 2024A Bonds to be redeemed, (iv) the date fixed for redemption, (v) any conditions to the redemption, as contemplated by subsection (b) above, (vi) the principal amount of 2024A Bonds or portions of Bonds to be redeemed, (vii) the applicable redemption price, (viii) the address of the place or places of payment, (ix) the Trustee's name and telephone number, and the name of a contact person, (x) that interest accrued to the date fixed for redemption will be paid as specified in the notice, and (xi) that on and after the established redemption date interest on 2024A Bonds which have been redeemed will cease to accrue. The Trustee must also include in any redemption notice any additional information provided by the County for use in the notice.

Section 2.04. 2024A Bonds Payable on Redemption Date; Interest Ceases To Accrue. If on or before the date fixed for redemption funds are deposited with the Trustee to pay the principal of and interest accrued to the redemption date on 2024A Bonds called for redemption, the 2024A Bonds (or portions of 2024A Bonds) called for redemption cease to accrue interest from and after the redemption date. Thereafter, those 2024A Bonds (a) are no longer entitled to the benefits provided by this Agreement and (b) are not deemed to be Outstanding under this Agreement.

Section 2.05. Mandatory Sinking Fund Redemption. (a) The Trustee, from amounts received from or on behalf of the County, will redeem 2024A Bonds maturing on October 1, _____, on October 1 in years and amounts upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, as follows:

Year	**Amount ($)**

_____
*Final maturity

(b) In addition, the Trustee, from amounts received from or on behalf of the County, will redeem 2024A Bonds maturing on October 1, _____, on October 1 in

years and amounts upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, as follows:

Year	**Amount ($)**

_____
*Final maturity

The Trustee shall take all appropriate action to withdraw funds from the Principal Account and make timely payment to the Owners of the Term Bonds subject to sinking fund redemption.

(b) Notwithstanding the foregoing, on or before the 70th day next preceding any sinking fund payment date, the County may do either of the following:

(i) deliver to the Trustee for cancellation Term Bonds required to be redeemed on that sinking fund payment date in any aggregate principal amount desired; or

(ii) instruct the Trustee to apply a credit against the County's sinking fund payment obligation for any Term Bonds that previously have been redeemed (other than through the operation of the sinking fund requirements) and canceled by the Trustee but not previously applied as a credit against any sinking fund payment obligation.

The Trustee will credit against the County's sinking fund payment obligation on each sinking fund payment date the amount of 2024A Bonds so purchased, delivered or previously redeemed as described in paragraphs (i) or (ii) above.

(c) Within seven days of receipt of the funds, Term Bonds or instruction to apply a credit (as described in subsection (b) above), any amounts remaining in the Principal Account in excess of the amount required to fulfill the remaining required principal and sinking fund redemption obligations on the next sinking fund payment

date will, as specified in a County Certificate, either be (i) transferred to the Interest Account or (ii) used to redeem 2024A Bonds as soon as practicable. In the absence of any written direction from the County, the Trustee will deposit those amounts to the Interest Account.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.01. Creation and Use of Project Fund. The Trustee will establish a special fund designated as the "Pender County 2024A Project Fund." The Trustee will keep this Fund separate and apart from all other funds and moneys held by it, and the Trustee will hold and administer this Fund as provided in this Agreement. Moneys in the Project Fund will be expended only as described in Sections 3.02 and 3.03. The Trustee is not required to disburse any moneys from the Project Fund during the continuation of any Event of Default.

Section 3.02. Deposits to Project Fund; Payment of Project Costs.

(a) The Trustee will deposit into the Project Fund the amount specified in the certificate referenced in Section 1.05(d) and all other amounts paid to it for deposit in the Project Fund. This certificate may also direct the Trustee as to the further application of amounts in the Project Fund without any requirement for additional direction or requisition.

(b) In addition, the Trustee will disburse moneys in the Project Fund from time to time, either to pay Project Costs directly or to reimburse the County for previous expenditures on Project Costs, upon the Trustee's receipt of a requisition substantially in the form of Exhibit E. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions.

(c) Unless otherwise directed by the County, the Trustee will disburse moneys from the Project Fund that are due to the County by wire transfer to any bank account in the United States as a County Certificate may designate from time to time.

Section 3.03. Transfer of Unexpended Proceeds. When the County determines there are no more Project Costs to be paid from the Project Fund, the County will send a County Certificate to that effect to the Trustee. The Trustee will then withdraw all remaining moneys in the Project Fund and deposit those moneys in a separate account within the Payment Fund. The Trustee will then apply those moneys to Bond payments as directed by a County Representative. In the absence of any direction from the County, the Trustee will deposit those moneys in the Interest Account and use them to pay interest on the 2024A Bonds as the same becomes due.

Section 3.04. Other Funds and Accounts. The Trustee will establish the following special funds and accounts, must keep the same separate and apart from all other funds and moneys held by it, and must hold and administer the same as provided in this Agreement:

(a) Pender County 2024 Bond Payment Fund, and therein an Interest Account, a Principal Account and a Redemption Account; and

(b) Pender County 2024 Net Proceeds Fund.

Any amendment or supplement to this Agreement providing for the issuance of Additional Bonds may create additional funds or accounts related to those Bonds.

Section 3.05. Payment Fund. (a) The Trustee must deposit in the proper account in the Payment Fund all amounts paid to it for deposit in the Payment Fund, including all amounts paid to it by the County for payments on the Bonds.

(b) The County will make payments to the Trustee sufficient in times and amounts to allow the Trustee to make full and timely payment of all Bond Payments as the same become due. The County will make the payments to the Trustee not later than the 25th day of the month preceding a Payment Date. The County will make the payments in lawful money of the United States, by wire transfer or other transfer of immediately available funds to any account in the United States as the Trustee may designate to the County from time to time.

(c) Not less than 15 days prior to each Payment Date, the Trustee must determine the amounts on deposit and available to make the payments due on that Payment Date with respect to the 2024A Bonds, whether in (i) the Interest Account or the Principal Account of the Payment Fund, or (ii) any special trust fund established pursuant to Section 11.01. The Trustee must notify the County of the

available amounts not less than 10 days prior to the applicable Payment Date. The County's obligation to make payments with respect to any Payment Date is reduced by the available amounts the Trustee determines.

(d) The Trustee must pay the principal of the 2024A Bonds from the Principal Account and the interest on the 2024A Bonds from the Interest Account, as the same become due. On or before each Payment Date, the Trustee must first determine if it has on hand amounts sufficient to pay the principal and interest coming due on the Bonds on the Payment Date. Then, the Trustee must set aside an amount sufficient to pay the interest on the Bonds becoming due and payable on that Payment Date, and then an amount sufficient to pay the principal on the Bonds becoming due and payable on that Payment Date. The Trustee must then transfer on the Payment Date the amounts due to DTC as registered owner of the Bonds.

(e) If the amount on deposit in the Principal Account or the Interest Account is insufficient for its purposes two Business Days before any Payment Date, the Trustee must notify the County of the amount of the insufficiency. The Trustee must then transfer the required amounts to those Accounts from any amounts as may be available in the Redemption Account.

If the amount on deposit in the Interest Account on any Payment Date exceeds the amount payable on account of interest on the Bonds on that date, the Trustee must, as directed by a County Certificate, retain the excess in the Interest Account or transfer the excess to the Principal Account to be credited against subsequent required deposits to the Principal Account. In the absence of any direction from the County, the Trustee will retain the excess in the Interest Account.

If the amount on deposit in the Principal Account on any October 1 exceeds the amount required on that date to pay principal of Bonds coming due on that date (whether by reason of maturity or mandatory redemption), then the Trustee must, as directed by a County Certificate, retain the excess in the Principal Account or transfer the excess to the Interest Account to be credited against subsequent required deposits to the Interest Account. In the absence of any direction from the County, the Trustee will transfer the excess to the Interest Account.

(f) The Trustee must deposit in the Redemption Account of the Payment Fund all amounts paid to it for deposit in that Account, and must use those amounts within 12 months of their deposit to pay Bonds called for redemption on their redemption dates, as directed by a County Certificate.

(g) The Trustee must apply Net Proceeds deposited in the Redemption Account pursuant to Section 5.16 to the redemption of Bonds pursuant to Section 2.01(a) as directed by a County Representative.

The Trustee must transfer any amounts not so used within 12 months of their deposit in the Redemption Account to the Interest Account for use on the next Payment Date to pay interest on the Bonds, and pending that use or in the absence of direction must invest those funds in Legal Investments having a yield not in excess of the Restricted Yield.

Subject to retaining moneys necessary to pay Bonds that have been called for redemption but not yet presented for payment, the Trustee must use amounts in the Redemption Account as directed by a County Certificate to make transfers to the Interest Account or the Principal Account to the extent the balances in those Accounts may be insufficient.

Section 3.06. Net Proceeds Fund. The Trustee must deposit in the Net Proceeds Fund (a) Net Proceeds as provided in Section 5.16 and (b) any other amounts paid to it for deposit in that fund. The County must direct the investment and reinvestment of all amounts on deposit in the Net Proceeds Fund only in Legal Investments having a yield not in excess of the Restricted Yield, to the extent those amounts are on deposit on any date following the later of (i) the third anniversary of the Closing Date or (ii) 30 days from the payment of those Net Proceeds to the County or the Trustee. The Trustee must disburse Net Proceeds for replacement or repair as provided in Section 5.16.

Section 3.06. Restricted Yield Investment. Not later than August 1, 2027, the County shall (a) invest any "Covered Proceeds," as defined below, that the County holds, and (b) direct the Trustee to invest any Covered Proceeds the Trustee holds, in either (i) Legal Investments providing a fixed yield at or below the "Restricted Yield," as defined below, (ii) obligations described in Code Section 103 that are not "private activity bonds" within the meaning of Code Section 141, or (iii) any other investment approved by a written opinion of Bond Counsel that is satisfactory to the Trustee;

in any case as the County may specify from time to time. It is the County's responsibility, and not the Trustee's, to identify and maintain investments as required by this Section.

The “Covered Proceeds” are any amounts on deposit in any Fund or Account under the Trust Agreement that represent proceeds of the 2024A Bonds, including proceeds from the investment of the 2024 Bond proceeds or proceeds from the sale or other disposition of property acquired or improved through the proceeds of the 2024A Bonds (including insurance proceeds).

A “Restricted Yield” means a "yield," within the meaning of Treas. Regs. Secs. 1.103-13(c), -13(d), 1.148-9T(a), or any successor or other provision that may be applicable, not in excess of a "yield" equal to _____%, which is the “yield” on the 2024A Bonds.

ARTICLE IV

SECURITY; APPROPRIATIONS; LIMITED OBLIGATION

Section 4.01. Payments on the Bonds; Additional Payments. (a) The County will make full and timely payment of all Bond Payments and Additional Payments due from the County under this Agreement, subject to the limitations of Section 160A-20 and the terms of this Agreement, and in particular the terms of Section 4.02 and Section 4.05.

(b) The County must pay all Additional Payments on a timely basis directly to the person or entity to which the Additional Payments are owed in lawful money of the United States. If the County fails to pay any Additional Payment when due, the Trustee may (but is under no obligation to) pay the Additional Payment for the County’s account. The County agrees to reimburse the Trustee for any Additional Payment made by the Trustee, together with interest on the amount paid at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months).

(c) The County is not entitled to any abatement or reduction of the Bond Payments or Additional Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The County assumes and bears the entire risk of loss and damage to the Pledged Sites and the Pledged Facilities from any cause whatsoever. The parties intend that the County must make all payments

provided for in this Agreement, unless the County's obligation to make the payments has been terminated as provided in this Agreement.

Section 4.02. Appropriations. (a) The County will cause the officer who prepares the draft County budget initially submitted for County Board consideration to include in the initial proposal each year the amount of all Bond Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for these payments, the County Board may determine not to include the appropriation (in whole or in part) in the final County budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the County adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Bond Payments and estimated Additional Payments coming due during that Fiscal Year, then the County will send notice of this failure to the Trustee and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the County has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Bond Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the County will send notice of this failure to the Trustee and the LGC within an additional ten days.

(iii) If at any time the County amends the annual budget to reduce the amounts appropriated for Bond Payments and Additional Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the County will send notice of this amendment to the Trustee and the LGC within ten days after the amendment.

(iv) The County must also post a copy of any notice sent to the LGC under this Section with respect to the Bonds on the EMMA System.

Section 4.03. Deed of Trust. Coincidentally with the execution and delivery of this Agreement, the County is executing and delivering the Deed of Trust. The Deed of Trust secures the County's obligations to each of the Owners, on parity with one another.

Section 4.04. Money in Funds and Accounts. The County grants a security interest, to the Trustee for the benefit of the Owners, in all the funds and accounts held under this Agreement to secure the County's obligations under the Bonds and otherwise under this Agreement. This security interest secures the County's obligations to each of the Owners, on parity with one another.

Section 4.05. Limited Obligation. The Bonds are payable solely from the amounts paid by the County to the Trustee for the Bond Payments, as, when and if received by the Trustee, except to the extent payable from the proceeds of the Bonds, income from investments, Net Proceeds and other funds and property pledged as provided in this Agreement, which funds are pledged as provided in this Agreement to secure payment of the Bonds.

Notwithstanding any other provision of this Agreement, the parties intend that this transaction comply with the provisions of Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Agreement should be interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Agreement should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

No provision of this Agreement should be interpreted as pledging or creating a lien on any class or source of the County's moneys (other than Net Proceeds and the funds and accounts established pursuant to this Agreement as may be provided in this Agreement). No provision of this Agreement restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent this Agreement, the Deed of Trust and the 2024A Bonds restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Section and any other provision of this Agreement, this Section takes priority.

ARTICLE V

CONSTRUCTION, MAINTENANCE AND OTHER

PROVISIONS RELATED TO THE PLEDGED FACILITIES

Section 5.01. Construction Contracts; Changes. (a) The County will comply with the provisions of the North Carolina General Statutes and enter into the Construction Contracts. The County will cause the construction of the Pledged Facilities to be carried on continuously in accordance with the Construction Contracts and all applicable State and local laws and regulations.

(b) The County will provide for the Pledged Facilities to be constructed on the Pledged Sites and will insure (i) that no portion of the Pledged Facilities encroaches upon nor overhangs any easement or right-of-way, (ii) that the Pledged Facilities will be wholly within any applicable building restriction lines, however established, and (iii) that the Pledged Facilities will not violate applicable use or other restrictions, whether imposed by law or rule or by prior conveyances.

(c) The County may approve changes to the Construction Contracts in its discretion except that the County may not approve any changes that (i) increase total estimated Project Costs above the amounts previously identified and designated for the payment of those costs, or (ii) result in the use of the Mortgaged Property for purposes substantially different from the use intended as of the Closing Date.

Section 5.02. Contractors' Performance and Payment Bonds. The County shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by State law. The County shall provide copies of all bonds to the Trustee at the Trustee's request.

Section 5.03. Cooperation. The Trustee and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any bond or insurance policy described in this Agreement.

Section 5.04. Care and Use. The County must use the Pledged Sites and the Pledged Facilities in a careful and proper manner. The County must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.

Section 5.05. Utilities. The County must pay all charges for utility services furnished to or used on or in connection with the Pledged Sites and the Pledged Facilities.

Section 5.06. Risk of Loss. The County bears all risk of loss to and condemnation of the Pledged Facilities and the Pledged Sites. Upon loss, damage or condemnation of the Mortgaged Property, the County must proceed as provided in Sections 5.15 and 5.16.

Section 5.07. Trustee's Performance of County's Responsibilities. The Trustee may (but is not required to) undertake any payment or performance required of the County for the insurance, maintenance or preservation of the Mortgaged Property that is not timely paid or performed by the County. The County must then reimburse the Trustee for any payments and for any associated costs and expenses, legal or otherwise, together with interest at annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months), all as Additional Payments under this Agreement.

Section 5.08. Compliance with Requirements. The County must promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property, the violation of which would adversely affect the use, value or condition of the Mortgaged Property, whether or not any requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Mortgaged Property (or be diligently and in good faith contesting such requirements). Unless required by applicable law or unless the Trustee has otherwise agreed in writing, the County must not use the Mortgaged Property for any purposes other than that for which the same were intended as of the Closing Date. In no event may the County use the Mortgaged Property or any part thereof, nor allow the same to be used for, any unlawful purpose or in violation of any certificate of occupancy or other permit or certificate, or any law, ordinance or regulation.

Section 5.09. Use and Operation. (a) The County represents that the acquisition and construction of the law enforcement center will be useful to the County in carrying out its required function of maintaining Sheriff's and detention facilities. The County has an immediate need for the Pledged Facilities.

(b) The County will be solely responsible for the operation of the Pledged Facilities and will not contract with any other person or entity for that operation.

The Pledged Facilities will not be used in any private business or put to any private business use, except for such minor and occasional uses as may be consistent with their use as local government facilities and that will not cause the County to be in violation of its covenant as set forth in Section 6.01(k).

Section 5.10. Modification of Pledged Facilities; Installation of Equipment and Machinery. The County has the right to repair, maintain and remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense; provided, however, that any substitutions, additions, modifications and improvements must not in any way damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those initially proposed; and provided further that the Pledged Facilities, as improved or altered, upon completion of these substitutions, additions, modifications and improvements, will be of a value not materially less than the value of the Pledged Facilities immediately prior to making those substitutions, additions, modifications and improvements.

The County may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. All that property will remain the County's sole property in which neither the Trustee nor any Bondholder will have any interest; provided, however, that any property which becomes permanently affixed to the Pledged Facilities will be subject to this Agreement and the lien and security interest arising under the Deed of Trust if the Trustee determines that the Pledged Facilities would be damaged or impaired by the removal of that machinery, equipment or other tangible property.

Section 5.11. Property Damage Insurance. (a) The County must, at its own expense, acquire, carry and maintain broad form extended coverage property damage insurance with respect to the Pledged Facilities in an amount equal to the replacement cost. This insurance must include standard mortgagee coverage in favor of the Trustee.

(b) (i) The County must maintain the insurance required by this Section with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. The County must provide copies of all policies to the Trustee upon request.

(ii) In the alternative, the County may maintain the insurance required by subsection (a) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the County obtains blanket or umbrella coverage, the County must provide to the Trustee, upon the Trustee's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion thereof). The County must provide to the Trustee such evidence as to the sufficiency of any such alternative program as the Trustee may reasonably request.

(c) Before the County adjusts or settles any property damage loss greater than $1,000,000 with respect to the Pledged Facilities, whether or not covered by insurance, the County must first notify the Trustee of the planned adjustment or settlement and the County's planned use of insurance proceeds.

(d) The Trustee is not responsible for the sufficiency or adequacy of any required insurance. The Trustee shall have no liability in accepting payment on account of any insurance or with respect to any adjustment, compromise or settlement of any loss agreed to by the County.

Section 5.12. Right of Entry and Inspection. The Trustee and its representatives and agents have the right to enter upon the Pledged Sites and inspect the Pledged Facilities at any time while any Bonds are Outstanding.

No right of inspection or approval granted in this Section imposes upon any party any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection or approval by any party imposes upon any party any duty or obligation whatsoever to identify or correct any defects in the Pledged Facilities or to notify any person with respect thereto. No inspection constitutes a warranty (either express or implied) by the Trustee as to the quality or fitness of any improvement. Any such inspection is solely for the benefit of the Trustee and the Bondholders, and not for the County's benefit.

Section 5.13. Title. Title to the Pledged Sites and the Pledged Facilities and all additions, repairs, replacements or modifications thereto will always be in

the County, subject to the lien of the Deed of Trust and to the other Permitted Encumbrances.

Section 5.14. Taxes and Encumbrances. (a) If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or other lawful governmental charges the County will, during the Contract Term, pay (as Additional Payments) the amount of all those taxes, assessments and governmental charges. With respect to special assessments or other charges which may be lawfully paid in installments over a period of years, the County is obligated under this Agreement only to provide for the installments that are required to be paid during the Contract Term. The County must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Trustee's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

(b) The County will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property (or any portion), except Permitted Encumbrances. The County will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(c) The County may, at its own expense and in its own name, in good faith contest any taxes or other charges and encumbrances described in this section. In the event of a contest, the County may permit the charges to remain unpaid during the period of the contest and any appeal. If, however, the Trustee notifies the County that, in the opinion of independent counsel selected by the Trustee, the security afforded pursuant to this Agreement or the Deed of Trust will be materially endangered by nonpayment of any items, then the County must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

Section 5.15. Damage, Destruction or Condemnation. The County must promptly notify the Trustee if (a) the Mortgaged Property or any portion thereof is destroyed or damaged by fire or other casualty, (b) any governmental authority takes, or notifies the County of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property or any portion thereof, or the estate of the County or the Trustee in the Pledged Facilities, the Pledged Sites or any portion thereof, under the power of eminent domain, (c) a material defect in the

construction of the Pledged Facilities becomes apparent, or (d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title.

Each notice must describe generally the nature and extent of the damage, destruction or taking. The County must provide any additional information concerning the matter as the Trustee may reasonably request.

The County must file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any damage, destruction or taking. The County must prosecute all its claims for awards or payments in good faith and with due diligence. Any Net Proceeds received by the County because of those claims will be used as provided in Section 5.16.

Section 5.16. Deposit and Use of Net Proceeds.

(a) If the amount of Net Proceeds received by the County from any single event or any single series of related events is less than $1,000,000, then the County has no obligation to account to the Trustee or any other person or entity with respect to the use of such Net Proceeds. The County, however, acknowledges that its use of funds may be constrained by the requirements of the Code and the County's covenants and representations in Section 6.01(k).

(b) If the amount of Net Proceeds received by the County from any single event or any single series of related events is at least $1,000,000, the County must cause the Net Proceeds to be paid to the Trustee for deposit and application as provided in this Section.

(c) The County may elect to proceed under either part (i), (ii) or (iii) of this subsection with respect to Net Proceeds deposited with the Trustee pursuant to subsection (b). The County must notify the Trustee of its election within 60 days after the date of the deposit.

(i) The County may direct the Trustee to deposit the Net Proceeds into the Redemption Account in the Bond Fund and use the Net Proceeds, together with any other available funds the County may provide in its discretion, to redeem or defease the Bonds in whole (but not in part), pursuant to Section 2.01 and Article XI, as appropriate, and as directed in a County Certificate.

(ii) If the County determines that the Net Proceeds, together with any other available funds the County may provide in its discretion, will be sufficient to repair or restore that portion of the Pledged Facilities regarding which the Net Proceeds arose, then the County may direct the deposit of the Net Proceeds to the Net Proceeds Fund and then may apply those proceeds to repair or restoration. The County must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration.

The Trustee will disburse Net Proceeds for the payment of such costs upon receipt of requisitions provided by the County and substantially in the form of Exhibit E. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions. The Trustee must not honor any requisition if an Event of Default is continuing.

The County will not be entitled to any reimbursement of any funds paid pursuant to this subsection, nor will the County be entitled to any postponement or diminution of its obligation to make Bond Payments because of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the County's property and will be part of the Mortgaged Property.

(iii) If the County determines that the Net Proceeds and other funds will not be sufficient for the purposes described in (i) or (ii), then the County must direct the Trustee to deposit the Net Proceeds into the Redemption Account in the Bond Fund and use the Net Proceeds to prepay or defease the Bonds in whole or in part pursuant to Section 2.01 and Article XI and as directed by a County Representative.

(d) Nothing in this Section creates an option in the County or any other party to provide for the early payment of Bonds not provided for in Article II.

ARTICLE VI

COUNTY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 6.01. In General. The County makes the following statements of fact, with the intent and understanding that the Trustee and the Bondholders will rely on these statements in deciding to enter into this Agreement and to purchase and hold Bonds.

(a) The County is a duly organized and validly existing political subdivision of the State. The County has all powers necessary to enter into the transactions contemplated by this Agreement and the Deed of Trust and to carry out its obligations under this Agreement.

(b) The County has duly and validly authorized, issued, executed and delivered this Agreement, the 2024A Bonds and the Deed of Trust. Assuming due authorization, execution and delivery by the other parties, this Agreement, the 2024A Bonds and the Deed of Trust constitute valid, legal and binding obligations of the County, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Trustee) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and applicable principles of equity.

(c) The County requires no further approval or consent from any governmental authority with respect to the County's entering into or performing under this Agreement or the Deed of Trust.

(d) There is no action, suit or proceeding at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County (or any official thereof in an official capacity) (i) challenging the validity or enforceability of the Trust Agreement or the 2024A Bonds, or seeking to restrain or enjoin the issuance or delivery of the Bonds, or (ii) challenging (A) the County's organization or existence, (B) the County's issuance of the Bonds, or (C) the title to office of any County Board member or other County officer, or (iii) that otherwise would be likely (if decided adversely to the County) to have a material adverse effect on the County's ability to provide for timely payment of the Bonds.

(e) The County's performance of its obligations under the Bonds, this Agreement and the Deed of Trust, and compliance with their respective provisions, under the contemplated circumstances, does not and will not in any material respect constitute on the County's part a breach of or default under, or result in the creation of any material lien or other encumbrance on any County property (except as contemplated in such instruments) pursuant to, any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject.

(f) No County representation, covenant or warranty in this Agreement is false or misleading in any material respect.

(g) The County is vested with fee simple title to the Pledged Sites. There are no liens or encumbrances on the Pledged Facilities or the Pledged Sites other than the existing encumbrances, as shown on Exhibit C to the Deed of Trust.

(h) The County Board resolutions relating to the County's execution and delivery of this Agreement, the 2024A Bonds, the Deed of Trust and the transactions contemplated by those instruments have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded.

(i) The County believes funds will be available to satisfy all its obligations under this Agreement.

(j) The Pledged Facilities have been designed and will be constructed to comply with all applicable subdivision, building and zoning ordinances and regulations, and all applicable federal and State standards and requirements relating to the Pledged Facilities.

(k) The County will not take or permit, or omit to take or cause to be taken, any action that would cause the 2024A Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code. If the County does take or permit, or take or cause to be taken, any such action, or omit to take or cause to be taken, the County must take (or cause to be taken) all lawful actions within its power reasonably necessary to rescind or correct such actions or omissions promptly upon having knowledge of the effect of such actions.

Section 6.02. County's Undertakings as to Environmental Matters. The County makes the following statements of fact, with the intent and understanding that the Trustee and the Bondholders will rely on these statements in deciding to enter into this Agreement and to purchase and own Bonds.

(a) The County has no knowledge (i) that any industrial use has been made of the Mortgaged Property, (ii) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any Hazardous Materials, (iii) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property, or (iv) that there is any asbestos or other contaminant on, in or under the Mortgaged Property.

(b) To the County's knowledge, the Mortgaged Property complies with all federal, State and local environmental laws and regulations. The County will keep the Mortgaged Property, and the activities at the Mortgaged Property, in compliance with all environmental laws, rules, and regulations. The County will, in a timely manner, take all lawful action necessary to maintain compliance or to remedy any lack of compliance.

(c) The County will use and maintain Hazardous Materials on the Mortgaged Property only for the routine maintenance and operation of the Mortgaged Property. The County will maintain these Hazardous Materials only in appropriate quantities for these purposes, and will use them only in substantial compliance with label instructions and all State and federal environmental laws, rules and regulations. The County will not use the Mortgaged Property (A) for the manufacture, transport, process, storage, treatment or disposal of any Hazardous Materials or (B) for any industrial, manufacturing or landfilling use or for any chemical production.

(d) The County will promptly send to the Trustee, upon the Trustee's request, copies of any citations, orders, notices or other material governmental or other communication received with respect to any Hazardous Materials.

For the purposes of this Section, "Hazardous Materials" means any chemicals, materials, substances, wastes or other substances that are classified and regulated by any by federal, State or local laws as hazardous or toxic substances that exist on or affect the Mortgaged Property.

Section 6.03. County's Undertaking for Continuing Disclosure. The County undertakes, for the benefit of the beneficial owners of the Bonds, to provide the following items and information to the MSRB:

(a) by not later than seven months from the end of each of the County's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2024, audited County financial statements for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements are not available by seven months from the end of any fiscal year, unaudited County financial statements for such fiscal year, to be replaced subsequently by audited

County financial statements to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each of the County's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2024, the financial and statistical data as of a date not earlier than the end of the preceding fiscal year (which data will be prepared at least annually, will specify the date as to which such information was prepared and will be delivered with any subsequent material events notices specified in subparagraph (c) below) for the type of information included in Appendix A to the final Official Statement relating to the 2024A Bonds under the captions "Debt Information" and "Tax Information" (excluding any information on overlapping or underlying debt) to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner, not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the 2024A Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on any credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2024A Bonds, or other material events affecting the tax status of the 2024A Bonds;

(7) modifications to rights of the beneficial owners of the 2024A Bonds, if material;

(8) calls for redemption of 2024A Bonds (other than calls pursuant to sinking fund redemption), if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the 2024A Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar proceedings related to the County, the Trustee or any other person or entity that may at any time become legally obligated to make Bond Payments (collectively, the "Obligated Persons");

(13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation (as defined below) of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect Bondholders, if material; and

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties; and

(d) in a timely manner, not in excess of ten Business Days after the occurrence of the failure, notice of a failure of the County to provide required annual financial information described in (a) or (b) above on or before the date specified.

"Financial obligation" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for,

an existing or planned debt obligation, or (c) a guarantee of an obligation described in either clause (a) or (b). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

As used above, the "final Official Statement" means the Official Statement dated August _____, 2024 that the County Board has approved and authorized for use in connection with the offering and sale of the 2024A Bonds.

For the purposes of the events identified in subparagraph (c)(12) above, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

If the County fails to comply with the undertaking described above, the Trustee may take action to protect and enforce the rights of all the beneficial owners of the 2024A Bonds with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking will not be an Event of Default and will not result in any acceleration of payment of the 2024A Bonds. All actions will be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the 2024A Bonds.

The County must provide the documents and other information referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The County may discharge its undertaking as set forth in this Section by providing such information in any manner that the United States Securities and Exchange Commission subsequently authorizes in lieu of the manner described above.

The County reserves the right to modify from time to time the information to be provided, or the presentation of the information to be provided, to the extent necessary or appropriate in the County's judgment, provided that:

(A) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the County;

(B) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(C) any such modification does not materially impair the interests of the beneficial owners, as determined by the Trustee, by Bond Counsel, or by the approving vote of the Majority Owners pursuant to the terms of this Agreement, as it may be amended from time to time, at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section will terminate upon payment, or provision having been made for payment, in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all the Bonds.

ARTICLE VII

INDEMNIFICATION

To the extent permitted by law, the County will indemnify, protect and save

(a) the LGC and its members and employees, and

(b) the Trustee and its officers, directors, agents and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

(A) from the Project, the Mortgaged Property or from the Deed of Trust and this Agreement or from the County's performance under each of said documents, including, without limitation, the possession, condition or use of the Project or the Mortgaged Property; or

(B) as a result of any warranty or representation made by the County in Section 6.02 being false or untrue in any material respect, or any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Trustee, the County or any transferee or assignee of the County or the Trustee.

The County has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The County's obligation to provide indemnification under this Article continues even after the payment in full of all the County's obligations under this Agreement. The County's obligation extends to any Trustee even after the removal or resignation of that Trustee. The parties intend that the LGC is a third-party beneficiary of the County's obligations under this Article VII.

ARTICLE VIII

DISCLAIMER OF WARRANTIES

The County acknowledges that the Trustee has not designed the Pledged Facilities, that the Trustee has not supplied any plans or specifications with respect thereto and that the Trustee

(a) is not a manufacturer of, nor a dealer in, any of the component parts of the Financed Facilities or similar facilities,

(b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Financed Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Financed Facilities or any component part thereof or any property or rights relating thereto at any stage of the construction thereof,

(c) has not at any time had physical possession of the Financed Facilities, the sites on which those facilities are or will be established, or any component part thereof or made any inspection thereof or any property or rights relating thereto, and

(d) has not made any warranty or other representation, express or implied, that the Financed Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

THE TRUSTEE MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE FINANCED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Financed Facilities to perform any function; or any other characteristic of the Financed Facilities. The County bears all risks relating to the Financed Facilities or the transactions contemplated by this Agreement or by the Deed of Trust, and the County waives the benefits of all implied warranties and representations of the Trustee.

The provisions of this Article continue in effect even if the Contract Term has expired, and continue to apply with respect to any particular Trustee even after the removal or resignation of that Trustee.

ARTICLE IX

THE TRUSTEE

Section 9.01. Rights and Duties. (a) If an Event of Default is continuing, the Trustee must exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs.

(b) Except during the continuation of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Agreement and no other, and no implied covenants or obligations shall be read into this Agreement against the Trustee;

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates, opinions or other writings furnished to the Trustee and conforming to the requirements of this Agreement which the Trustee actually and in good faith believes to be genuine and to have been signed or presented by the proper person. other, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

(c) The Trustee is not relieved from liability for its own negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of subsection (a) above;

(ii) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 10.05; and

(iii) the Trustee will not be liable with respect to any information contained in any offering documents (except to the extent of information about the Trustee provided by the Trustee specifically for inclusion in that offering document). The Trustee has no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(d) Every provision of this Agreement that in any way relates to the Trustee is subject to all the provisions of this Section 9.01.

(e) Not later than August 1 of each year, the Trustee will notify the LGC and the County of the principal amount of Bonds Outstanding as of the preceding June 30, with a breakdown of Bonds by series.

(f) No provision of this Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, unless it receives indemnity satisfactory to it against any loss, liability or expense, except that the Trustee may not require indemnity as a condition to declaring the principal and interest with respect to the Bonds to be due immediately under Section 10.02. No permissive right of the Trustee should be construed as a duty.

(g) The Trustee is not liable for interest on any cash held by it except as the Trustee may agree with the County in writing.

(h) If a Default is continuing and is known to the Trustee, then the Trustee must notify the Owners and the LGC within 15 days after the Default becomes known to the Trustee. The Trustee, however, will only be deemed to have knowledge of (i) defaults in payment as described in Sections 10.01(a) and (b) and (ii) defaults with respect to which the Trustee has received written notice, describing the default, from any interested party.

(i) The Trustee may consult with counsel and is not liable for any action it takes or omits to take in good faith in reliance on advice from counsel as to legal matters, including but not limited to interpretation of this Agreement.

(j) Notwithstanding anything in this Agreement to the contrary, the Trustee and its agents have the right to require additional evidence, certificates or opinions of counsel as to legal matters as the Trustee may deem appropriate to establish the County's right to the withdrawal of any funds held under this Agreement or to require the Trustee's taking of any other action under this Agreement.

(k) The Trustee must keep complete and accurate records of all moneys received and disbursed by it under this Agreement. These records must be available

for inspection by the County and any Owner, or any of their agents, at any time during regular business hours upon reasonable prior notice to the Trustee.

(l) In any judicial proceeding to which the County is a party and which in the Trustee's opinion has a substantial bearing on the interests of Owners, the Trustee may intervene on the Owners' behalf, and must do so if requested in writing by the Majority Owners, provided that the Trustee has received the indemnity provided for in subsection (f) above.

(m) The Trustee may act through agents or co-trustees.

(n) The Trustee has no duty to inspect or oversee the construction or completion of any property to be acquired, constructed or improved using Bond proceeds.

(o) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; falling space debris; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, in all cases not specific to the Trustee; accidents; acts of civil or military authority or governmental action; it being understood that the Trustee shall in all cases use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(p) The Trustee may rely on, and need only rely on, notices and instructions provided by the County in the form of a County Certificate.

Section 9.02. Communication with the Trustee. The Trustee may accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means. If the County elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon those Instructions, the Trustee's understanding of the Instructions controls.

The County understands and agrees that the Trustee cannot determine the identity of the actual sender of Instructions and that the Trustee may conclusively presume that Instructions that purport to have been sent by a County Representative have in fact been sent by that County Representative. The County is responsible for ensuring that only County Representatives transmit Instructions to the Trustee, and the County is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys. The Trustee is not liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Instructions that purport to have been sent by a County Representative, notwithstanding that an Instruction may conflict with or be inconsistent with another Instruction received after the Trustee's action.

The County agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee's acting on unauthorized Instructions that purport to be sent by an County Representative, and the risk of interception and misuse by third parties; (b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the County; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (d) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

In this Agreement, "Electronic Means" means electronic mail or similar methods. Voice communication and delivery of signed paper documents are not "Electronic Means."

Section 9.03. Trustee's Individual Rights. The Trustee in its individual or any other capacity may become the Owner or pledgee of Bonds and may otherwise deal with the County or its affiliates with the same rights it would have if it were not Trustee.

Section 9.04. Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Agreement or the Bonds, and the Trustee is not accountable for the County's use of the proceeds of the Bonds.

Section 9.05. Eligibility. The County must maintain a trustee for this Agreement. No corporation may be appointed or serve as Trustee unless (a) it is approved by the LGC for service as Trustee under this Agreement, (b) it is a corporation organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws and the laws of the State to exercise corporate trust powers, and is subject to supervision or examination by the United States, any state or the District of Columbia, and (c) it has a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition.

Section 9.06. Resignation; Removal; Replacement. The Trustee may resign at any time by delivering notice of its resignation to the County at least 30 days prior to the effective date of the resignation. The County may remove the Trustee at any time by delivering notice of the removal to the removed Trustee at least 30 days prior to the effective date of the removal, but the County may remove the Trustee only if no Event of Default is continuing at the time the County sends the notice. The Majority Owners may remove the Trustee at any time by delivering notice of the removal to the County and the removed Trustee at least 30 days prior to the effective date of the removal and may at the same time (or at any time during the 30-day notice period) appoint a new Trustee by notice to the County and the removed Trustee.

If the Trustee resigns or is removed or if a vacancy otherwise exists in the office of Trustee for any reason, the County must promptly appoint a successor Trustee (except when that right is exercised by the Majority Owners as described in the preceding paragraph).

A successor Trustee must deliver a written acceptance of its appointment to the retiring Trustee and to the County. Immediately upon receipt of the acceptance, the retiring Trustee must transfer all property held by it as trustee to the successor Trustee; only then will the resignation or removal of the retiring Trustee become effective. The successor Trustee has all the rights, powers and duties of the Trustee under this Agreement.

If the Trustee fails to meet the requirements of Section 9.05, any Owner may petition any court for the removal of the Trustee and the appointment of a successor Trustee.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, then the retiring Trustee, the County or the Majority Owners may petition any court for the appointment of a successor Trustee.

Section 9.07. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to another corporation, then the resulting, surviving or transferee corporation without any further act will be the successor Trustee.

Section 9.08. Consent to Jurisdiction and Venue. The Trustee consents to jurisdiction in the State of North Carolina and venue in Pender County for any lawsuit arising from the Trust Agreement or the Bonds, or from the related transactions contemplated by the Trust Agreement or the Bonds.

ARTICLE X

DEFAULTS; REMEDIES

Section 10.01. Events of Default. An "Event of Default" is any of the following:

(a) Default in the payment of the principal of any Bond when the same becomes due and payable, whether at the stated maturity of the Bond or upon proceedings for mandatory (but not optional) redemption.

(b) Default in the payment of any interest on any Bond when the same becomes due and payable.

(c) The occurrence of an Event of Nonappropriation.

(d) The County breaches or fails to perform or observe any term, condition or covenant of this Agreement, the Bonds or the Deed of Trust on its part to be observed or performed, other than as referred to in the preceding subsections, including payment of any Additional Payment, for a period of 90 days after written notice specifying the failure and requesting that it be remedied has been given to the County by any person or entity, unless the Trustee agrees in writing to an extension of the 90-day period prior to its expiration; provided, however, that if the failure

stated in the notice cannot reasonably be corrected within the notice period and the County institutes corrective action within the notice period, no Event of Default will be deemed to have occurred so long as the County diligently pursues remedial action.

(e) Any warranty, representation or statement made by the County in this Agreement, the Bonds or in the Deed of Trust is found to be incorrect or misleading in any material respect as of the Closing Date.

(f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

Section 10.02. Acceleration. If any Event of Default is continuing, then (a) the Trustee, by notice to the County, or (b) the Majority Owners, by notice to the County and the Trustee, may declare the principal of and accrued interest with respect to the Bonds to be due and payable immediately, and such principal and interest will thereupon become and be immediately due and payable. The Trustee must immediately give notice of any acceleration to all Owners. The Trustee may rescind an acceleration and its consequences if all existing Events of Default have been cured or waived, if the rescission would not conflict with any judgment or decree.

Section 10.03. Other Remedies. If an Event of Default is continuing, the Trustee may pursue any remedy at law or in equity to collect the principal or interest with respect to the Bonds or to enforce the performance of any provision of this Agreement, the Bonds, or the Deed of Trust, including by foreclosure on the Mortgaged Property.

The Trustee may maintain a proceeding even if it does not possess any of the Bonds or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Owner in exercising any right or remedy accruing upon an Event of Default does not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 10.04. Waiver of Past Defaults. The Majority Owners, by notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no waiver extends to any subsequent or other Event of Default or impairs any right consequent to it.

Section 10.05. Majority's Control. The Majority Owners, upon satisfactory indemnification of the Trustee, may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. The Trustee, however, may refuse to follow any direction that it reasonably believes conflicts with law or this Agreement or, subject to Section 9.01, that the Trustee determines is unduly prejudicial to the rights of other Owners or would involve the Trustee in personal liability.

Section 10.06. Limitation on Suits. An Owner may not pursue any remedy with respect to this Agreement or the Bonds (except as provided in Section 10.07) unless (a) the Owner gives the Trustee notice stating that an Event of Default is continuing, (b) the Majority Owners make a written request to the Trustee to pursue the remedy, (c) that Owner or Owners offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense, and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity.

An Owner may not use this Agreement to prejudice the rights of another Owner or to obtain a preference or priority over the other Owners.

Section 10.07. Rights To Receive Payment. This Agreement preserves the right of any Owner to receive payment of principal, premium, if any, and interest on a Bond, on or after the due dates expressed in the Bond, or to sue for the enforcement of any such payment on or after such dates. These rights of an Owner may not be impaired or affected without that Owner's consent.

Section 10.08. Collection Suit by Trustee. If an Event of Default occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the County for the whole amount remaining unpaid.

Section 10.09. Trustee May File Proofs of Claim. (a) The Trustee may file proofs of claim and other papers or documents as may be necessary or advisable to have the claims of the Trustee and the Owners allowed in any judicial proceedings relative to the County, its creditors or its property. Unless prohibited by law or

applicable regulations, may vote on behalf of the Owners in any election of a trustee in bankruptcy or other person performing similar functions.

(b) If the Trustee incurs expenses or renders services in any proceedings resulting from any Default or Event of Default, the parties intend that the expenses incurred and compensation for services rendered will constitute expenses of administration under the United States Bankruptcy Code or any similar state or federal law.

Section 10.10. Priorities. If the Trustee collects any money pursuant to this Article, it must deposit that money in a special account in the Payment Fund and pay out that money in the following order:

(a) If the principal of all Bonds has not become or will not be declared due and payable, all the moneys in the Payment Fund will be applied as follows and in the following order:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring the Event of Default and pursuing remedies under this Agreement, including reasonable compensation to its or their agents, attorneys and counsel.

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of the installments, beginning with the earliest unpaid installment. If the amount available is not sufficient to pay in full any installment or installments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference.

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal on any Bonds which have become due, whether at maturity or by call for redemption, in the order of their due dates, beginning with the earliest unpaid installment, with interest on the overdue principal at a rate equal to the rate paid on the Bonds. If the amount available is not sufficient to pay in full all the amounts due on the Bonds on any date, together with the required interest, then to the payment thereof ratably, according to the amounts of principal due on that date to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all Bonds has become or has been declared due and payable, all the money will be applied (i) first to pay the fees and expenses as described in subsection (a), and then (ii) to pay the principal and interest then due on the Bonds, without preference or priority of principal or interest, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, in each of these cases to the persons entitled thereto without any discrimination or privilege.

The Trustee may fix the date for any payment to Owners under this Section.

Section 10.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Agreement or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable legal fees, against any party, having due regard to the merits and good faith of the claims or defenses made by the party. This Section does not apply to a suit by the Trustee or any authorized suit by any Owner.

ARTICLE XI

DISCHARGE OF TRUST AGREEMENT

Section 11.01. Bonds Deemed Paid; Discharge of Trust Agreement. Any Bond will be deemed paid for all purposes of this Agreement when (a) payment of the principal, premium, if any, and interest on that Bond to the due date of those amounts (whether at maturity, upon redemption or otherwise) either (i) has been made in accordance with the terms of the Bonds or (ii) has been provided for by irrevocably depositing with the Trustee or other fiduciary in escrow (A) cash sufficient to make the payments or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make those payments and which are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder, and (b) all compensation and expenses of the Trustee have been paid or provided for to the Trustee's satisfaction.

The sufficiency of the deposit referenced above must be evidenced or verified by a certificate or other writing, in form and substance satisfactory to the Trustee, of a person or entity experienced in making these calculations as the County may select.

When a Bond is deemed paid as a result of a deposit as provided under (ii) above, it is no longer secured by or entitled to the benefits of this Agreement, and all rights to payment of those Bonds are limited to payment from the moneys or Federal Securities that have been deposited. Those Bonds, however, may still be transferred, exchanged, registered or replaced as provided in Article XIV, and still represent installment contracts and obligations of the County payable from that special fund.

Notwithstanding the foregoing, the County may make no deposit under clause (a)(ii) above until the County has furnished the Trustee an Opinion of Bond Counsel to the effect that the deposit of cash or Federal Securities will not cause the Bonds to become "arbitrage bonds" within the meaning of the Code if the interest on those Bonds is intended to be not included in gross income for federal income tax purposes. Also, if a Bond is to be prepaid prior to maturity, notice of redemption of the Bond must be given in accordance with this Agreement or any supplement or amendment for the deposit to be deemed a payment of that Bond. If the Bond, however, is not to be paid or prepaid within the next 60 days following the deposit date, the County must give the Trustee, in form satisfactory to the Trustee, irrevocable written instructions as follows:

(A) to provide notice to the Bondholders, as soon as practicable, that the County has made the deposit required by (a)(ii) above and that the Bond is deemed to be paid under this Article, and further stating the maturity or redemption date upon which moneys are to be available for the payment of the principal with respect to the Bond, and

(B) to give notice of redemption not less than 30 nor more than 60 days prior to the redemption date for that Bond as provided in this Agreement or any supplement or amendment.

When all Outstanding Bonds are deemed paid under this Section, the Trustee must, upon the County's request, acknowledge the discharge of the lien of this Agreement and repay any excess amounts remaining on deposit in the Funds established under this Agreement to the County.

The County agrees that no deposit must be made or accepted, and no use made of any deposit, that would cause any Bonds to be treated as "arbitrage bonds" within the meaning of the Code if the interest on that Bond is intended to be not included in gross income for federal income tax purposes.

Section 11.02. Application of Trust Money. The Trustee must hold in trust money or Federal Securities deposited with it pursuant to Section 11.01 and must apply the deposited money and the money paid with respect to the Federal Securities in accordance with this Agreement only to the payment of principal, interest and any applicable redemption premium with respect to the affected Bonds.

ARTICLE XII

INVESTMENT OF MONEYS IN FUNDS

Section 12.01. Investments Authorized.

(a) Subject to the further provisions of this Article XII, the Trustee must invest and reinvest moneys held by it under this Agreement upon the County's written direction in Investment Obligations that are Legal Investments. All investments, if registrable, must be registered in the name of the Trustee or its assignee for the benefit of the Owners and held by the Trustee. If the County does not provide the Trustee with written direction as to any investment or reinvestment of moneys held under this Agreement, the Trustee will invest or reinvest those moneys in the North Carolina Capital Management Trust (or its successor).

(b) The Trustee may purchase or sell, to itself or to any affiliate, as principal or agent, any investments of funds held under this Agreement. The Trustee may act as purchaser or agent in the making or disposing of any investment, may make any investment through its bond or investment department or those of its affiliates, and may charge its ordinary and customary fees for those transactions.

(c) The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made in accordance with this Section. The Trustee may conclusively rely on the County's investment directions as to both the suitability and legality of any investment made at the County's direction, and therefore the Trustee has no obligation or responsibility with respect to whether

any particular investment is a Legal Investment or an Investment Obligation within the meaning of this Agreement.

(d) The County must direct the investment and reinvestment of all moneys in Investment Obligations having maturities not extending beyond the date on which the County estimates those moneys are to be needed for their intended purposes. Investments will be considered as maturing on the date on which they are redeemable without penalty at the holder's option or the date on which the Trustee may require their repurchase without penalty pursuant to a repurchase agreement.

Section 12.02. Held in Trust. The moneys and investments held by the Trustee under this Agreement are irrevocably held in trust for the benefit of the Owners, and those moneys, and any income or interest earned thereon, must be expended only as provided in this Agreement. To the extent permitted by law, those moneys and investments will not be subject to levy or attachment or lien by or for the benefit of any creditor of the Trustee or the County, other than the Owners.

Section 12.03. Investments Part of Fund. Any income, profit or loss on the investment of moneys held by the Trustee under this Agreement must be credited to the respective fund to which those moneys are credited, except as otherwise provided in this Agreement.

Section 12.04. Accounting. The Trustee must furnish to the County, not less frequently than monthly, an accounting of all investments made by the Trustee in all funds and accounts held by the Trustee. These accountings may be supplied in the form of the Trustee's customary statements. The Trustee must keep accurate records of all funds administered by it and of all Bonds paid and discharged. Although the County recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the County agrees that the Trustee is not required to issue broker confirmations of investments for any month for which the Trustee delivers a monthly statement.

Section 12.05. Valuation. To determine the amount on deposit in any Fund or Account held under this Agreement, the Trustee must value any investment credited to a Fund or Account at its market value. The Trustee must make these valuations annually as of each June 30, beginning June 30, 2025, and at such additional times as this Agreement may require or as the County may request. The County may not make more than one request in a calendar month.

Section 12.06. Disposition. The Trustee must sell, or present for redemption, and reduce to cash any investment in a Fund or Account whenever the cash balance in the Fund or Account is insufficient for its purposes.

Section 12.07. Commingling of Moneys in Funds. The Trustee must separately account for all Funds and Accounts held by it under this Agreement. With the County's approval, however, the Trustee may commingle for investment purposes any funds held under this Agreement with any other funds.

Section 12.08. Information Concerning Investments. The Trustee must establish and maintain written records regarding investments made under this Article XII and must supply the information to the County at its request. The Trustee's records must show for each investment obligation information as to: (a) purchase date; (b) purchase price; (c) any accrued interest paid; (d) face amount; (e) coupon rate; (f) periodicity of interest payments; (g) disposition price; (h) any accrued interest received; and (i) disposition date.

Section 12.09. Restricted Yield Investments. The County may direct the investment of any funds held under this Agreement without regard to yield, despite any provision in this Agreement directing investment with regard to the Restricted Yield, but only if the County provides the Trustee with an Opinion of Bond Counsel, in form and substance reasonably acceptable to the Trustee, to the effect that such an investment would not adversely affect any exclusion from gross income that would otherwise be applicable to interest payments on the Bonds.

ARTICLE XIII

AMENDMENTS OF AND SUPPLEMENTS TO TRUST AGREEMENT, BONDS OR DEED OF TRUST

Section 13.01. Without Owners' Consent. The County and the Trustee may amend or supplement this Agreement, any Bonds or the Deed of Trust without notice to or consent of any Owner for any of the following purposes, or for any combination of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission

(b) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority

(c) to subject to this Agreement additional collateral or to add other agreements of the County, including the addition of real estate or other collateral to be subject to the lien of this Agreement or the Deed of Trust

(d) to permit the qualification of this Agreement under any federal or state statute, whenever enacted, and, in that connection, to add to this Agreement or any other supplemental trust agreement any other terms, conditions and provisions as may be permitted or required by the federal or state statute

(e) to provide for the issuance of Additional Bonds as otherwise permitted by this Agreement

(f) to provide for Bonds to be issued or exchanged for Bonds in any other form or format at that time permitted by law

(g) to evidence the succession of a new Trustee, or to provide for the appointment and operation of a Bond registrar separate from the Trustee

(h) to make any other change that does not materially adversely affect the rights of any Owner

The Trustee may conclusively rely on a County Certificate to the effect that a proffered amendment or supplement is within the scope of this Section 13.01.

At least five Business Days prior to its execution and delivery of any supplemental agreement or instrument for any of the purposes described in this Section, the Trustee shall provide for a notice of the proposed agreement or instrument to be mailed first-class, postage prepaid, to the LGC and to all Owners of Bonds at the addresses shown in the register maintained pursuant to Section 14.05. The notice must briefly set forth the nature of the proposed agreement or instrument, or include a copy, and state that copies of the proposed agreement or instrument are available to all Owners of Bonds upon written request to the County or the Trustee at addresses stated in the notice.

The County must pay the expenses of any mailing and copies required under this Section. A failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement or instrument.

Section 13.02. With Owners' Consent. (a) If Section 13.01 does not permit an amendment of or supplement to this Agreement, any Bonds or the Deed of Trust without any consent of Owners, the County and the Trustee may enter into that amendment or supplement only with the consent of the Majority Owners.

(b) Without the consent of each Owner affected, however, no amendment or supplement to this Agreement, the Deed of Trust or any Bonds may (i) extend the maturity of the principal or interest on any Bond; (ii) reduce the principal amount of, or rate of interest on, any Bond; (iii) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (iv) reduce the percentage of the principal amount of the Bonds required for consent to any amendment or supplement, (v) intentionally impair any exclusion of interest on the Bonds from the federal gross income of the Owner of any Bond to which that interest was intended to be entitled; (vi) change any redemption terms of those Bonds; (vii) create a lien ranking prior to or on a parity with the lien of this Agreement on the property pledged under this Agreement (except with respect to a parity pledge for the benefit of the Owners of Additional Bonds); or (viii) deprive any Owner of the lien created by this Agreement on any property.

In addition, if moneys or Federal Securities have been deposited or set aside with the Trustee pursuant to Article XI for the payment of Bonds and those Bonds have not in fact been paid in full, the parties may make no amendment to the provisions of that Article without the consent of each Owner affected.

Section 13.03. Procedure for Amendment with Owners' Consent.

(a) If a proposed amendment requires the consent of Owners, the Trustee must establish a record date, and Owners as of that record date will be the Owners with the right to consent to the proposed amendment or supplement. This record date must be a date not less than five nor more than 45 Business Days after the date the Trustee receives notice or direction from the County to solicit consents.

(b) The Trustee shall provide for there to be mailed to the LGC and to all Owners of Bonds a copy of the proposed supplement or amendment, together with a request to the Owners for their consent. The Trustee shall send this notice by first-

class mail, postage prepaid, to the Owners of Bonds at the addresses shown in the register maintained pursuant to Section 14.05, but failure to send or receive copies of the supplement or amendment and request does not affect the validity of the supplement or amendment when assented to as provided in this Section. The request mailed by the Trustee must also designate a date not more than 180 nor less than 30 days following the mailing date, as designated by the County, by which consent must be returned to be effective. The County must pay the expenses of any mailing and copies required under this Section.

(c) The proposed supplement or amendment will not become effective unless and until there are filed with the Trustee the written consent of the Owners (as of the record date) of not less than a majority in aggregate principal amount of the Bonds Outstanding as of the established record date (exclusive of Bonds disregarded from the calculation as provided in Section 13.04) and the Trustee has mailed the notices required by Section 13.09. Each consent will be effective only if accompanied by proof of ownership of the Bonds for which the consent is given as provided in Section 13.05 and given within the time designated as provided in subsection (b) above.

Section 13.04. Bonds Excluded from Calculation. Bonds owned or held by or for the account of the County or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the County (except any Bonds held in any pension or retirement fund), are not deemed Outstanding for any action or any calculation of Outstanding Bonds provided for in this Agreement. Similarly, Owners of those Bonds are not entitled to take any action provided for in this Agreement. If, however, all Outstanding Bonds are owned by the County or other Owners described in this paragraph, then none of the Outstanding Bonds are excluded from calculation under this paragraph.

For purposes of this Section, the Trustee may assume that no Bonds are excluded from any calculation of Outstanding Bonds provided for in this Agreement except for Bonds (i) that are registered in the County's name or (ii) for which the Trustee has received written notice that the Bonds are owned or held by or for the account of the County or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County.

The County and the Trustee intend, however, that the County's ownership or holding of Bonds will not, by itself, give rise to an extinguishment of the Bonds or of any obligation arising under this Agreement.

The Trustee may (but is not required to) provide for each Owner, before an Owner's consent is deemed effective, to certify or otherwise provide evidence to establish whether the Bonds as to which the consent is given are excluded as provided in this Section.

Section 13.05. Owners' Consents. Any consent or other instrument required to be signed by Owners may be in any number of concurrent documents and may be signed by an Owner or by the Owner's agent appointed in writing. Proof of the execution of the instrument, or of the instrument appointing an agent, and of the ownership of Bonds, if made in the following manner, will be conclusive for any purposes of this Agreement regarding any action taken by the Trustee.

(a) The fact and date of a person's signing an instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing the writing acknowledged before the officer the execution of the writing, or by an affidavit of any witness to the signing.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of such Bonds and the date of holding will be proved by the registration books kept pursuant to this Agreement.

Section 13.06. Effect of Consents. After an amendment or supplement becomes effective, it binds every Owner. Any consent is binding upon and irrevocable by the Owner of the Bond giving the consent and on any subsequent Owner (whether or not any subsequent Owner has notice of the consent), unless the consent is revoked in writing by the Owner giving the consent, or a subsequent Owner of the same Bonds, by filing a revocation with the Trustee prior to the time when the Trustee has mailed the notice provided for in Section 13.09.

Section 13.07. Trustee's Execution of Amendments and Supplements. The Trustee must execute and deliver any amendment or supplement to the Trust Agreement or the Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee, as the Trustee may determine in its reasonable discretion. If the amendment or supplement has such an adverse effect, the Trustee may, but need not, execute and deliver it. In determining to execute and deliver an amendment or supplement, the Trustee is entitled to receive and may conclusively rely on an Opinion of Counsel to

the effect (a) that the amendment or supplement is authorized by this Agreement and (b) that upon execution it will be valid and binding upon the party or parties executing it in accordance with its terms.

Section 13.08. LGC's Consent Required. No amendment or supplement to this Agreement, the Deed of Trust or the Bonds will become effective unless the LGC delivers to the County and the Trustee its prior written consent to the amendment or supplement.

Section 13.09. Notice of Amendments and Supplements. The Trustee must cause notice of the execution of any supplement or amendment to this Agreement or the Bonds to be mailed to the Owners. The notice will, at the Trustee's option, either (a) briefly state the nature of the amendment or supplement and that copies of it are on file with the Trustee for inspection by Owners, or (b) enclose a copy of the amendment or supplement. The County must pay the expenses of any mailing and copies required under this Section. Any failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

Section 13.10. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Trustee may require the Owner of that Bond to deliver it to the Trustee. The Trustee may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Trustee and the County agree, in exchange for the Bond the County will execute, and the Trustee will authenticate and deliver, a new Bond that reflects the changed terms.

ARTICLE XIV

ADDITIONAL PROVISIONS FOR THE FORM, REGISTRATION AND EXCHANGE OF BONDS

Section 14.01. Form and Details of Bonds. Each Series of Bonds will be dated the date of the initial delivery of those Bonds to their initial purchaser. The Bonds will be issuable only as fully registered Bonds in a minimum denomination of $5,000 and integral multiples of $5,000 above the minimum. Each Bond will be payable as to interest (a) from its date, if that Bond is authenticated prior to the Record Date preceding its first Payment Date, (b) from the succeeding Payment

Date, if that Bond is authenticated between a Record Date and the succeeding Payment Date, or (c) otherwise from the Payment Date that is, or immediately precedes, the date on which that Bond is authenticated; provided, however, that if at the time of authentication of a Bond any payment of interest on that Bond is in default, then that Bond is payable as to interest from the date to which interest has been paid. Principal, interest and any redemption premium for all Bonds are payable in lawful money of the United States of America.

Section 14.02. Book-Entry-Only Form. (a) All Bonds will be issued by means of a book-entry system, with one certificate for each maturity of each series of Bonds immobilized at DTC and not available for distribution to the public. Bonds registered in the name of DTC or its nominee may be held in custody by the Trustee in lieu of immobilization at DTC if permitted under DTC's rules and procedures.

The parties agree that transfer of beneficial ownership interests in the Bonds in the principal amounts of $5,000 and integral multiples of $5,000 above the minimum will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal, interest and any redemption premium on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. The parties agree that transfer of principal, interest and any redemption premium to DTC participants will be DTC's responsibility, and that transfer of principal, interest and any redemption premium on the Bonds to beneficial owners of the Bonds by DTC participants will be the responsibility of those participants and other nominees of beneficial owners. Neither the Trustee nor the County will be responsible or liable for transfer of payments beyond DTC or for maintaining, supervising or reviewing the records maintained by DTC, its participants, or persons acting through those participants.

(b) If (i) DTC determines not to continue to act as securities depository for the Bonds or (ii) the County directs, the County and the Trustee will arrange to discontinue the book-entry system with DTC. If the County designates an alternate qualified securities depository to replace DTC, that depository will replace DTC and all references to DTC in this Agreement will be deemed references to the alternate depository. If the County does not designate another depository to replace DTC, the County must deliver fully registered Bonds as replacements for Bonds in book-entry form for the Trustee's authentication and delivery.

Section 14.03. Execution. The Bonds must be signed on the County's behalf by the manual or facsimile signature of the presiding officer of the County

Board or the County Manager, and the County's seal must be impressed or imprinted on the Bonds by facsimile or otherwise and attested by the manual or facsimile signature of the County Clerk or any Deputy or Assistant Clerk. If any County officer whose signature is on a Bond no longer holds that office at the time the Trustee authenticates the Bond, that Bond is nevertheless valid. If a person signing a Bond is the proper officer on the actual date of execution, the Bond is valid even if that person is not the proper officer on the nominal date of action.

Section 14.04. Authentication. Each Bond must bear a certificate of authentication from the Trustee. No Bond will be valid until the Trustee has duly executed the certificate of authentication and inserted the authentication date on that Bond. The Trustee must authenticate each Bond with the signature of an authorized representative or employee, but it is not necessary for the same person to authenticate all the Bonds. Only Bonds authenticated as provided in this Section are entitled to any right or benefit under this Agreement.

Section 14.05. Registration and Exchange of Bonds; Persons Treated as Owners. The Trustee will establish and maintain a register as to the ownership of Bonds. An Owner may exchange and transfer Bonds only through the register. Upon surrender for transfer to the Trustee of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or the Owner's duly authorized attorney, the Trustee will authenticate a new Bond or Bonds in an equal total principal amount and registered in the name of the transferee.

Bonds may be exchanged for an equal total principal amount of Bonds of different but authorized denominations. The Trustee must authenticate and deliver Bonds that the Owner making the exchange is entitled to receive, bearing numbers not then Outstanding.

The Trustee is not required to exchange or register the transfer of any Bond after the giving of notice calling such Bond for redemption. If it does, the Trustee must deliver to the transferee any applicable redemption notice when it effects a transfer or exchange of any Bond after the mailing of notice calling the Bond or any portion of the Bond for redemption.

The Owner is the absolute owner of the Bond for all purposes, and payment of principal and interest will be made only to or upon the written order of the Owner or the Owner's legal representative, except that payments will be made to the persons shown as the owners as of the applicable Record Date.

The Trustee must require the payment by an Owner requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but must not impose any other charge.

Section 14.06. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) If any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the County must execute, and the Trustee must authenticate and deliver, a replacement Bond, of the same tenor as the damaged, mutilated, lost, stolen or destroyed Bond, in the manner provided below.

(b) (i) The Owner must apply to the Trustee for exchange and substitution of damaged, mutilated, lost, stolen or destroyed Bonds. In every case, the applicant for a replacement Bond must furnish to the County and the Trustee such security or indemnity as each may reasonably require. In every case of loss, theft or destruction of a Bond, the applicant must also furnish to the County and the Trustee evidence to their reasonable satisfaction of the loss, theft or destruction. In the case of damage or mutilation of a Bond, the applicant must surrender the damaged or mutilated Bond.

(ii) Notwithstanding the foregoing, if any such Bond has matured, and no default is then continuing in the payment of the principal or interest on that Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, provided security or indemnity is furnished as provided above in the case of a lost, stolen or destroyed Bond.

(c) The requirements for indemnity in this Section are in addition to any requirements imposed by law, including any requirements of General Statutes Section 159-137.

(d) The Trustee shall charge the Owner of such Bond with all expenses in connection with the issuance of any substitute Bond. Every substitute Bond issued pursuant to the provisions of this Section because any Bond is lost, stolen or destroyed, whether or not the lost, stolen or destroyed Bond may be found at any time, or may be enforceable by anyone, is entitled to all the benefits of this Agreement equally and proportionally with all other Bonds duly issued under this Agreement.

Section 14.07. Cancellation. Whenever a Bond is delivered to the Trustee for cancellation (upon payment, redemption or otherwise) or for transfer, exchange or replacement, the Trustee must promptly destroy the Bond and deliver a written certificate of that destruction to the County.

Section 14.08. Temporary Bonds. Prior to the preparation of Bonds in definitive form the County may execute, and the Trustee must then authenticate and deliver, temporary Bonds in any denominations as the County may determine, but otherwise in substantially the form set out in this Agreement. The County must promptly prepare, execute and deliver to the Trustee, before the first Payment Date for those Bonds, permanent Bonds in definitive form, and thereupon, upon surrender of Bonds in temporary form, the Trustee will authenticate and deliver in exchange therefor Bonds in definitive form of the same maturity and having an equal aggregate principal amount. Until exchanged for Bonds in definitive form, Bonds in temporary form are entitled to the lien and benefit of this Agreement.

Section 14.09. Non-Presentment of Bonds. (a) If any Bond is not presented for payment when the principal of that Bond becomes due (whether at maturity, upon acceleration or call for redemption or otherwise), all liability to the Owner for the payment of that Bond will be completely discharged if funds sufficient to pay the Bond and the premium, if any, and interest due on that Bond are held by the Trustee for that Owner's benefit. It is then the Trustee's duty to hold these funds subject to subsection (b) below, without liability for interest, for the benefit of the Owner. The Owner will thereafter be restricted exclusively to those funds for any claim of whatever nature under this Agreement with respect to that Bond.

(b) Notwithstanding any provision of this Agreement to the contrary, the Trustee must dispose of moneys held by it for the payment of principal, premium, or interest on Bonds left unclaimed for five years after the date the principal on those Bonds becomes due in accordance with N.C. Gen. Stat. Sec. 116B-51 or any successor provision. After the disposition, the Owners of those Bonds are thereafter entitled to look only to their remedies under N.C. Gen. Stat. Chapter 116B or any successor provision. The Trustee and the County have no further responsibility with respect to that money or for that payment.

Section 14.10. Supplemental Agreements May Vary Terms. Any supplement or amendment to this Agreement may, by its express terms only, vary any of the terms and provisions of this Article with respect to any Series of Bonds.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Notices.

(a) Any communication provided for in this Agreement must be in English and must be in writing. "Writing" includes electronic mail but does not include facsimile transmission.

(b) For the purposes of this Agreement, any communication sent by electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a County Representative (in the case of the County) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of Section 9.02.

(c) Any other communication under this Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to Pender County, Attn: County Manager, Re: Notice for 2024 LOBs Financing, 805 S. Walker Street, Burgaw, NC 28425

(ii) if to the Trustee, to U.S. Bank Trust Company, National Association, Attention: Corporate Trust Services, Regarding: Notice under 2024A LOBs Financing for Pender County (North Carolina), 214 North Tryon Street, 27th Floor, Charlotte, North Carolina 28202

(iii) if to the LGC, to North Carolina Local Government Commission, Attention: Secretary, Re: Re: Notice for 2024A Pender County LOBs Financing, 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

(e) Whenever this Agreement requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

Section 15.02. Limitation of Rights. Nothing expressed or implied in this Agreement or the Bonds gives any person other than the Trustee, the County and the Owners any right, remedy or claim under or with respect to this Agreement.

Section 15.03. Severability. If any provision of this Agreement is determined to be unenforceable, that does not affect any other provision of this Agreement.

Section 15.04. Non-Business Days. If a Payment Date is not a Business Day, then payment may be made on the next Business Day, and no interest will accrue for the intervening period. When any other action is provided in this Agreement to be done on a day or within a time period named, and the day or the last day of the period is not a Business Day, the action may be done on the next ensuing Business Day.

Section 15.05. Governing Law; Forum. The parties intend that North Carolina law will govern this Agreement, the Bonds, and all matters of their interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Agreement must be brought in the North Carolina General Court of Justice in Pender County, North Carolina.

Section 15.06. Limitation on Liability of Officers and Agents. No officer, agent or employee of the County, the Trustee or the LGC is subject to any personal liability or accountability by reason of that officer's execution of this Agreement, the Bonds or any other documents related to the transactions contemplated by this Agreement. These officers or agents are deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section does not relieve any person from the performance of any official duty provided by law or by this Agreement.

Section 15.07. Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

Section 15.08. Waiver of Notice. Whenever in this Agreement the giving of notice is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and the giving or receipt of such notice will not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 15.09. Counterparts. This Agreement may be signed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 15.10. Definitions; Rules of Interpretation. Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit B, and this Agreement will be interpreted in accordance with the rules set forth in Exhibit B.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their corporate names by their duly County Representatives, all as of August 1, 2024.

(SEAL)

ATTEST:

PENDER COUNTY,
NORTH CAROLINA

_____
Lexi Stanfield
Clerk, Board of Commissioners

By: _____
Michael Silverman
County Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____

Printed name: _____

Title: _____

Exhibits:

A	Project description
B	Definitions; Rules of Interpretation
C	Form of the Bonds
D	Schedule of principal and interest payments
E	Form of requisition

[Trust Agreement dated as of August 1, 2024]

Exhibit A – Project Description

The Project consists of the acquisition and construction of a 100,000-square-foot law enforcement center that will include a detention center, a sheriff's office, a 911 operations center, and an evidence storage facility described below, and paying the related Financing Costs.

Component	Estimated amount ($)
Acquisition and construction of a 100,000-square-foot law enforcement center that will include a detention center, a sheriff's office, a 911 operations center, and an evidence storage facility	
Financing Costs	
TOTAL	

The amounts stated above are estimates only. The County may use any portion of the Amount Advanced for any of the Financed Facilities or any of the Financing Costs, subject to the County's obligation to undertake and complete those components of the project related to the Pledged Facilities and the limitation on the use of funds only for Project Costs.

Exhibit B -- Definitions; Rules of Interpretation

Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms have the following meanings.

"2024A Bonds" means the [$68,000,000] original aggregate principal amount Limited Obligation Bonds, Series 2024A, issued pursuant to this Agreement.

"Additional Bonds" means any Bonds delivered pursuant to Section 1.06.

"Additional Payments" means the Trustee's reasonable and customary fees and expenses, any of the Trustee's expenses (including legal fees, costs and expenses) in prosecuting or defending any action or proceeding in connection with this Agreement, or any other amounts payable by the County as a result of its covenants under this Agreement, the Bonds or the Deed of Trust (together with interest that may accrue on any of the above if the County fails to pay the same, as set forth in this Agreement or in the Deed of Trust).

"Amount Advanced" has the meaning assigned in Section 1.01.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized on the subject of municipal obligations as the County may select from time to time.

"Bond Payments" means all the amounts due for payment of principal, interest and redemption premium (as applicable) on Bonds.

"Bondholder," means the person in whose name a Bond is registered on the registration books maintained by the Trustee.

"Bonds" means, together, the 2024A Bonds and all Additional Bonds.

"Business Day" means any day (a) other than a day on which banks in New York, New York, or the city to which notices to the Trustee under this Agreement are to be sent, are required or authorized to close, and (b) on which the New York Stock Exchange is not closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties and the 2024A Bonds are delivered to their initial purchaser, which the parties expect to be on or about [August 22, 2024.]

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Bonds.

"Construction Contract" means any agreement between the County and any other person or entity related to any part of the construction of the Pledged Facilities, including contracts for site preparation and related work.

"Contract Payments" means all Bond Payments and Additional Payments.

"Contract Term" means the time beginning with the Closing Date and continuing until no Bonds are Outstanding under this Agreement.

"County" means Pender County, North Carolina, or its successors.

"County Board" means the County's governing board as from time to time constituted.

"County Certificate" means any written document (in whatever form, however designated) executed and delivered by a County Representative.

"County Representative" means the County Manager, the County's statutory finance officer, or any other person or persons at the time designated, by a written certificate furnished to the Trustee that (a) is signed on the County's behalf by the County Manager or the presiding officer of the County Board to act on the County's behalf (or to perform any specified act) under this Agreement, and (b) contains the specimen signature of the designated person.

"Deed of Trust" means the Deed of Trust and Security Agreement dated as of August 1, 2024, from the County to a deed of trust trustee for the Trustee's benefit, as it may be duly amended or supplemented.

"Deed of Trust Trustee" means the person or entity serving in that capacity from time to time under the Deed of Trust.

“Default” means an event or condition that, with notice or the passage of time or both, would become an Event of Default.

"DTC" means The Depository Trust Company, New York, New York, or its successors as the securities depository maintaining a book-entry system for recording beneficial ownership interests in the Bonds

“EMMA System” means the “EMMA” continuing disclosure system maintained by the MSRB, or any successor to its functions.

"Event of Default" has the meaning set forth in Section 10.01.

"Event of Nonappropriation" means a failure or refusal by the County Board to include funds for Contract Payments in the County’s budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section 4.02.

"Federal Securities" means, to the extent the same are Legal Investments, (a) direct obligations of the United States of America for which its full faith and credit are pledged, or (b) securities or obligations evidencing direct ownership interests in specified portions (principal or interest) of obligations described in (a), and expressly includes obligations stripped by the United States Treasury itself.

“Financed Facilities” means any facilities, equipment or other assets or undertakings paid for in whole or in part from the proceeds of Bonds, including the Pledged Facilities.

“Financing Costs” means all professional and administrative costs related to the authorization, execution and delivery of Bonds, including printing and publication costs and legal, accounting, advisory and other fees and expenses. Financing Costs are a subset of Project Costs.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may later lawfully establish, and also includes the period between the Closing Date and June 30, 2025.

"Independent Counsel" means an attorney duly admitted to the practice of law in the State as the County may select from time to time.

"Interest Account" means the account of that name in the Payment Fund established in Section 3.04.

"Legal Investments" means all investments as are legal investments for the County's funds, as determined at the time of investment, and "Investment Obligations" means the securities purchased as Legal Investments and held under this Agreement.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Majority Owners" means, as of any date, the Owners of at least a majority in principal amount of the Bonds then Outstanding.

"Mortgaged Property" has the meaning assigned to that term in the Deed of Trust, and generally includes the Pledged Facilities and the Pledged Sites.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor to its functions.

"Net Proceeds" means all payments and proceeds derived from (a) claims made on account of insurance coverages required under this Agreement, (b) any exercise of condemnation or eminent domain authority related to all or any portion of the Mortgaged Property, (c) proceeds of title insurance related to the Mortgaged Property, or (d) any sale of the Pledged Facilities, as well as all judgments, settlements or other payments in lieu of any of the foregoing, but in any case reduced by the sum of all amounts (including legal fees, costs and expenses) expended by the County or the Trustee (i) to collect those gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Net Proceeds Fund" means the Pender County 2024 Net Proceeds Fund established in Section 3.04.

"Opinion of Counsel" or "Opinion of Bond Counsel" means a written opinion of Independent Counsel or Bond Counsel, as appropriate.

"Outstanding," when used with reference to Bonds, or "Bonds Outstanding," means all Bonds which have been authenticated and delivered by the Trustee under this Agreement and not yet paid, except the following:

(a) Bonds canceled or purchased by or delivered to the Trustee for cancellation;

(b) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including interest accrued to the due date, of which the Trustee holds sufficient moneys;

(c) Bonds deemed paid in accordance with Article XI; and

(d) Bonds in lieu of which others have been authenticated under Section 14.05 (relating to registration and exchange of Bonds) or Section 14.06 (relating to mutilated, lost, stolen, destroyed or undelivered Bonds).

"Owner," when used with reference to a Bond, means the person in whose name that Bond is registered on the registration books maintained by the Trustee.

"Payment Date" means, with respect to the 2024A Bonds, each April 1 and October 1 beginning April 1, 2025, and with respect to any Additional Bonds means the dates specified for principal and interest payments with respect to those Additional Bonds.

"Payment Fund" means the Pender County 2024 Bond Payment Fund established in Section 3.04.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances shown on Exhibit C to the Deed of Trust, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 5.14, (c) the Deed of Trust, (d) any lien or encumbrance made by its terms expressly subordinate to the lien of the Deed of Trust, and (e) easements and rights-of-way granted by the County pursuant to Section 1-6 of the Deed of Trust.

“Pledged Facilities” has the meaning ascribed to that term in the Deed of Trust, and generally includes the planned new law enforcement center.

“Pledged Sites” has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located (or are to be constructed) and associated property.

"Redemption Account" means the account of that name in the Payment Fund established in Section 3.04.

“Rule 15c2-12” means Rule 15c2-12 promulgated by the United States Securities Exchange Commission under the Securities Act of 1934.

"Principal Account" means the account of that name in the Payment Fund established in Section 3.04.

“Project” has the meaning ascribed to that term in the recitals to this Agreement.

“Project Costs” means all costs of carrying-out of the Project, including the costs of the design, planning, constructing, acquiring, installing, equipping of improvements to the Pledged Facilities, all as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of interest on Bonds to which it is intended that interest will be entitled. “Project Costs” include (a) sums required to reimburse the County or its agents for advances made for any costs otherwise described in this definition, (b) interest during the period of acquisition and construction of improvements and for up to six months thereafter, and (c) all Financing Costs.

"Project Fund" means the Pender County 2024A Project Fund established in Section 3.01.

"Record Date" means the end of the calendar day on the 15th day of the month (whether or not a Business Day) preceding a Payment Date.

"Restricted Yield" has the meaning set out in Section 3.06.

“Section 160A-20” means Section 160A-20 of the North Carolina General Statutes.

"State" means the State of North Carolina.

"Term Bonds" means the 2024A Bonds maturing in the years _____and _____, which are subject to sinking fund redemption as provided in Section 2.01(b) and 2.05.

"Trust Agreement" or "Agreement" means this Agreement, as it may be duly amended or supplemented.

"Trustee" means the bank or trust company from time to time serving as trustee under this Agreement, whether the original or a successor Trustee.

Rules of Interpretation. Unless the context otherwise requires,

(a) An accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles, and any accounting term should be understood to include any successor term or other new term with a substantially equivalent function.

(b) Unless otherwise indicated, references to Articles, Sections and Exhibits are to the Articles, Sections and Exhibits of this Agreement.

(c) Words importing the singular will include the plural and vice versa, and words importing the masculine gender will include the feminine and neuter genders as well, and vice versa.

(d) The headings on sections and articles are solely for convenience of reference. They do not constitute a part of this Agreement nor should they affect its meanings, construction or effect.

(e) Words importing the redemption or calling for redemption of Bonds should not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) Reference to any statute or regulation should be understood to include any successor provision.

(g) All references to the payment of Bonds are references to payment of principal of and premium, if any, and interest with respect to the Bonds; and

(h) The use of the term “including” should in all cases be understood to mean “including, without limitation.”

Exhibit C – Form of 2024 Bond

REGISTERED **Number R-X** REGISTERED

PENDER COUNTY, NORTH CAROLINA

Limited Obligation Bond, Series 2024A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____ %	October 1, ____	August ___, 2024	555645 XXX

REGISTERED OWNER: *****CEDE & CO.*****

PRINCIPAL AMOUNT: ** _____ THOUSAND DOLLARS******
******($_____,000)*****

PENDER COUNTY, NORTH CAROLINA (the "County"), for value received, promises to pay, but solely from the sources and in the manner provided, to the registered owner hereof, or registered assigns or legal representative, the principal amount stated above on the maturity date stated above, and to pay interest on this Bond semiannually on each April 1 and October 1, beginning April 1, 2025, at the annual rate stated above.

Interest is payable (a) from the Dated Date stated above, if this Bond is authenticated prior to April 1, 2025, or (b) otherwise from the April 1 or October 1 that is, or immediately precedes, the date on which this Bond is authenticated (unless payment of interest on this Bond is in default, in which case this Bond will bear interest from the date to which interest has been paid). Principal and interest are payable in lawful money of the United States of America.

This Bond is one of an issue of [$68,000,000] Limited Obligation Bonds, Series 2024A (the "Bonds"), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity. The Bonds are issued under, and are equally and ratably secured by, a Trust Agreement dated as of August 1, 2024 (the "Trust Agreement"), between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

This Bond constitutes an installment contract within the meaning of Section 160A-20 of the North Carolina General Statutes, as the same may be in effect from time to time ("Section 160A-20"), between the County and the owner (from time to time) of this Bond. The Bonds are payable solely from funds appropriated on an annual basis by the County's governing Board of Commissioners, and other funds available for the purpose of payment pursuant to the Trust Agreement, such as certain net insurance and condemnation awards and the proceeds of remedial action, which revenues and other moneys have been pledged as described in the Trust Agreement to secure payment of the Bonds. Neither the County's faith and credit nor its taxing power is pledged to the payment of any amounts due under the Bonds. As provided for under Section 160A-20, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Bonds or the Trust Agreement.

To further secure its obligations under the Trust Agreement, the County has granted, for the benefit of the Trustee on behalf of the owners of the Bonds, a security interest in certain public facilities, including the underlying real property, and certain other property pursuant to the Trust Agreement and a Deed of Trust and Security Agreement dated as of August 1, 2024.

Reference is made to the Trust Agreement, the Deed of Trust referenced above and all amendments and supplements for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County and the Trustee, the rights of the Owners of the Bonds and the terms upon which the Bonds are executed, delivered and secured, to all of which provisions the owner of this Bond, by the acceptance of this Bond, agrees. Additional Bonds secured by a parity interest in the property securing the Bonds may be issued under the terms and conditions set forth in the Trust Agreement.

The Bonds are issued by means of a book-entry system, with one certificate for each maturity immobilized at The Depository Trust Company, New York, New York ("DTC"), and not available for distribution to the public. Transfer of beneficial

ownership interests in the Bonds in the principal amount of $5,000 or any integral multiple thereof will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal and interest on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. Neither the Trustee nor the County is responsible or liable for the transfer of ownership or payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County so elects, the County and the Trustee will discontinue the book-entry system with DTC. If the County does not identify another qualified securities depository to replace DTC, the County will prepare and execute, and the Trustee will authenticate and deliver in exchange, replacement Bonds in the form of fully registered Bonds.

The Bonds may not be redeemed prior to maturity except as provided in this Bond and in the Trust Agreement.

The Bonds maturing on or October 1, 2035, are subject to redemption at the County's option in whole or in part on any date on or after October 1, 2034, upon payment of the principal amount to be prepaid plus interest accrued to the redemption date, without premium. If less than all the Bonds are to be redeemed pursuant to this provision, they will be redeemed among maturities in any manner the County chooses.

The Trustee will redeem Bonds maturing on October 1, _____, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on October 1 in years and amounts as follows:

Year	**Amount ($)**

_____
*Final maturity

In addition, the Trustee will redeem Bonds maturing on October 1, _____, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on October 1 in years and amounts as follows:

Year	**Amount ($)**

_____
*Final maturity

The amount of Bonds to be redeemed on any sinking fund payment date may be reduced in accordance with the provisions of the Trust Agreement.

If less than all the Bonds of any maturity are called for redemption, the Trustee will select the Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for recording beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC and its participants will determine which of the Bonds within any such maturity are to be redeemed.

In any case, (1) the portion of any Bond to be prepaid will be in the principal amount of $5,000 or some integral multiple thereof, and (2) in selecting Bonds for redemption, each Bond will be considered as representing that number of Bonds which is obtained by dividing the principal amount of that Bond by $5,000. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unpaid portion will be issued to the registered owner upon the surrender of the Bond.

The Trustee will send notice of redemption to DTC or its nominee as the Owner of the Bonds as provided in the Trust Agreement. The Trustee will send the notice not more than 60 days nor less than 30 days prior to the date fixed for redemption. Neither the Trustee nor the County is responsible for sending notices of redemption to anyone other than DTC or its nominee, so long as all the Bonds to be redeemed are held in a book-entry-only form with DTC.

If on or before the date fixed for redemption funds have been deposited with the Trustee to pay the principal and interest accrued to the redemption date with respect to the Bonds called for redemption, the Bonds or portions thereof thus called for redemption will cease to accrue interest from and after the redemption date, will no longer be entitled to the benefits provided by the Trust Agreement, and will not be deemed to be Outstanding under the Trust Agreement.

The Owner of this Bond has no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement. Changes to or supplements of the Trust Agreement may be made to the extent and in the circumstances permitted by the Trust Agreement.

Ownership of this Bond will be registered on the Bond register (as provided for in the Trust Agreement) to be kept for that purpose by the Trustee, which will act as Bond registrar for the Bonds. This Bond may be exchanged, and its transfer may be effected, only by the Owner hereof in person or by attorney duly authorized in writing at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon exchange or registration of such transfer a new registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued in exchange therefor.

The County and the Trustee may deem and treat the person in whose name this Bond will be registered on the Bond register as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of and interest due on this Bond and for all other purposes, and neither the County nor the Trustee will be affected by any notice to the contrary, except that interest payments will be made to the persons shown as Owners on the Trustee's registration books on the **Record Date**, which is the end of the calendar day on the 15th day of the month (whether or not a business day) preceding each Payment Date.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the execution and delivery of this Bond have happened, exist and have been performed.

This Bond and the issue of which it is a part are issued with the intent that North Carolina law will govern this Bond and all matters of its interpretation.

This Bond will not be entitled to any benefit under the Trust Agreement or be valid or obligatory for any purpose until the Trustee has executed the Certificate of Authentication appearing on this Bond.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County has caused this instrument to be signed, sealed and delivered by duly County Representatives, as of the day and year first above written.

(SEAL)

ATTEST:

PENDER COUNTY,
NORTH CAROLINA

_____
Lexi Stanfield
Clerk, Board of Commissioners

By: _____
Michael Silverman
County Manager

[Pender County, North Carolina
[$68,000,000] Limited Obligation Bonds, Series 2024A]

This Bond has been approved under the provisions of Section 160A-20 and Article 8, Chapter 159 of the General Statutes of North Carolina.

Jennifer Wimmer
Deputy Secretary, North Carolina
Local Government Commission

By _____
[Jennifer Wimmer
or Designated Assistant]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds referred to in the Trust Agreement dated as of August 1, 2024 (the "Trust Agreement"), between Pender County, North Carolina, and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Representative

[Pender County, North Carolina
[$68,000,000] Limited Obligation Bonds, Series 2024A]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

(Please print or type transferee's name and address, including zip code)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said certificate on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

(Signature of Owner)

_____

NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program

NOTICE: The signature above must correspond with the name the Owner as it appears on the front of this certificate in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT D – Schedule of Payments on 2024A Bonds

Principal is payable in the amounts and on the dates as shown below, subject to redemption of Bonds as provided in this Agreement. Interest is payable on the dates shown below.

All the Bonds will bear interest from the Closing Date until paid. Interest is calculated at the rates shown in Section 1.03. The schedule below shows the expected interest payment amounts. The County's obligation on each Payment Date is the amount shown above as the "total payment" for that date, subject to adjustment as provided in Section 3.05(c).

Payments are due to the Bondholders on the indicated Payment Dates. The County will deposit the amounts required for payment with the Trustee by the 25th day of the month preceding the Payment Date.

Payment Date	Principal ($)	Interest ($)	Total Payment ($)
[To come]			

Exhibit E – Form of Requisition

[Date] _____

U.S. Bank Trust Company, National Association, as trustee
Attention: Corporate Services
RE: Request by Pender County, North Carolina (the "County"), for disbursement of funds from a 2024A Project Fund created under a Trust Agreement dated as of August 1, 2024 – Law Enforcement Center Financing
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202

To the Trustee:

Pursuant to the terms and conditions of the above-referenced Trust Agreement, the County authorizes and requests the disbursement of funds from the "Pender County 2024A Project Fund" (the "Project Fund") established under that Trust Agreement for the costs described below. Capitalized terms used in this requisition and not otherwise defined have the meanings ascribed in the Trust Agreement.

This is requisition number ____ from the Project Fund.

Total Amount for Disbursement	
Payee	
Payee's address or wiring instructions	

The County makes this requisition pursuant to the following representations:

1. The County has appropriated in its current fiscal year funds sufficient to pay the Bond Payments and estimated Additional Payments due in the current fiscal year.

2. The purpose of this disbursement is for payment of Project Costs as provided for in the Trust Agreement.

3. The requested disbursement has not been subject to any previous requisition.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

7. The County has insurance in place that complies with the insurance requirements of the Trust Agreement.

8. No portion of the amounts set forth in this requisition represents amounts paid or payable as North Carolina state sales taxes.

PENDER COUNTY, NORTH CAROLINA

By: ***[Exhibit Form Only – Do Not Sign]***

Title: _____
County Representative

s☆h draft of June 25

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

Brief description: Pender law enforcement center 1417 Old Savannah Road, Burgaw, NC 28425

STATE OF NORTH CAROLINA)	**The collateral is or includes fixtures.**
)	
PENDER COUNTY)	**This Deed of Trust secures future advances.**

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is dated as of August 1, 2024, and is granted by **PENDER COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), to **_____,** as trustee (the "Deed of Trust Trustee"), for the benefit of **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE** ("US Bank").

R E C I T A L S:

The County is issuing its [$68,000,000] Limited Obligation Bonds, Series 2024A (the "Bonds"), under a Trust Agreement dated as of August 1, 2024 (the "Trust Agreement"), between the County and US Bank, as trustee. The County is issuing the Bonds to provide funds, to be used together with other available funds,

for the acquisition and construction of a 100,000-square-foot law enforcement center that will include a detention center, a sheriff's office, a 911 operations center, and an evidence storage facility.

To secure its obligations under the Trust Agreement and with respect to the Bonds, the County is providing for the conveyance by this Deed of Trust of the real property described in Exhibit A, all improvements to that real property and all other "Mortgaged Property," as more completely defined below.

The Mortgaged Property includes the property described in Exhibit A. The County is the record owner of the property described in Exhibit A.

This Deed of Trust is given to secure current advances under the Trust Agreement of [$68,000,000], as well as potential future advances in the total maximum principal amount of $140,000,000. The time during which such future advances may be made is 30 years from August 1, 2024. The current scheduled date for final repayment is on or about _____, 2044.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of the Trust Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,

(2) to secure the County's performance of all its covenants under this Deed of Trust, the Bonds and the Trust Agreement, including the repayment of amounts advanced under the Trust Agreement, and

(3) to charge the Mortgaged Property with this payment and performance,

the County sells, grants and conveys to the Deed of Trust Trustee, [his] successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit A and any real property later acquired by the County in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described

in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any of that property (collectively, the "Pledged Sites"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Sites, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Pledged Sites, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Sites and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, [his] successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the existing encumbrances described in Exhibit B;

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the County pays its "Obligations," as defined below, in full in accordance with the Trust Agreement, the Bonds and this Deed of Trust, and the County complies with all the terms, covenants and conditions of the Trust Agreement, the Bonds and this Deed of Trust, this conveyance will be null and void and will be canceled of record at the County's request and cost, and title will revest as provided by law;

BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE "DOCUMENTS," as defined below, then US Bank will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE COUNTY COVENANTS AND AGREES with the Deed of Trust Trustee and US Bank (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

1. Warranties of Title; Security Provided by this Deed of Trust

1-1 Warranties of Title. The County covenants with the Deed of Trust Trustee and US Bank that the County is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Trust Agreement), that title to the Mortgaged Property is marketable, and that the County will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

1-2 Security for Payment and Performance. The County is delivering this Deed of Trust (a) to secure the County's payment, as and when the same become due and payable, of all amounts payable by the County (the "Obligations") under (i) the Trust Agreement, (ii) this Deed of Trust, (iii) the Bonds, and (iv) any Additional Bonds, as defined in the Trust Agreement, as may be executed and delivered pursuant to the Trust Agreement, and all supplements to the Trust Agreement and this Deed of Trust that the County may execute and deliver in connection with the issuance of any Additional Bonds (all together, the "Documents"), and (b) to secure the County's timely and full compliance with all terms, covenants and conditions of the Documents.

1-3 Present and Future Advances. This Deed of Trust is executed to secure all the County's present and future obligations to the Trustee related to the Mortgaged Property. The making of future advances is subject to the terms and conditions of the Trust Agreement and this Deed of Trust. The amount of the present obligations secured by this Agreement is [$68,000,000] and the total amount, including present and future obligations, that may be secured by this Deed of Trust at any one time is $140,000,000. The period within which future obligations may be incurred is 30 years from August 1, 2024.

The provisions in this Deed of Trust for future advances are made only to facilitate the possible financing of additions or improvements to the Mortgaged

Property, to refinance the present obligations or otherwise as provided for under the Trust Agreement. As of the date of this Deed of Trust there is no agreement or obligation by the County to borrow, or for any person to lend, any additional funds beyond the [$68,000,000] that constitutes the present obligations.

1-4 Security Interest in Fixtures. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The County grants to US Bank and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

Upon the occurrence of an Event of Default under this Deed of Trust or the Trust Agreement, US Bank or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, and include all renewals and replacements and all additions, and all articles in substitution of any such property, and all proceeds of all the foregoing in whatever form.

The County is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the County determines that any Fixture has become undesirable or unnecessary, the County may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (in whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 5.16 of the Trust Agreement.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The County agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The Fixtures are located on the land

described on Exhibit A, and the County is the record owner of that land. The name and address of the County, as debtor, and US Bank and the Deed of Trust Trustee, as secured parties, are set forth in Section 5-1. The County agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by US Bank or the Deed of Trust Trustee, any additional financing statements (including any continuation statements) in whatever form any party may reasonably request to evidence the security interest provided for in this Section.

1-5 County's Obligation Limited. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys, except to the extent the Documents, as defined in Section 1-2, restrict the incurrence of additional obligations secured by the Mortgaged Property.

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Trust Agreement.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

1-6 No Transfers; Releases; Grants of Easements and Similar Interests

(a) The County shall not sell, transfer or encumber any interest in any Mortgaged Property, except as otherwise permitted by the Trust Agreement or this Deed of Trust. This prohibition applies whether the sale, transfer, or encumbrance is of a legal or an equitable interest, is voluntary, involuntary, by operation of law, or otherwise, and includes any encumbrance that is not a Permitted Encumbrance. US Bank may take any action it deems appropriate to prevent or rescind any unauthorized sale, transfer or encumbrance.

(b) US Bank is required, upon the County's direction and at any time, to execute and deliver all documents necessary to effect the release of all or any portion of the Mortgaged Property from the lien of this Deed of Trust upon the County's compliance with the requirements of this Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section.

(c) To obtain a release, the County must file with US Bank a County Certificate (i) stating that (A) no Event of Default is continuing, (B) the release will not materially impair the intended use of the property remaining subject to this Deed of Trust, and (C) the release complies with the requirements of this Section, (ii) providing a copy of the proposed instrument of release, (iii) directing the execution and delivery of the instrument, and (iv) providing evidence of compliance with (v) or (vi) below. US Bank may not release any property pursuant to this subsection (b) during the continuation of an Event of Default.

(v) In the case of a proposed release of all the Mortgaged Property, the County must pay to US Bank, or to some other fiduciary reasonably acceptable to US Bank, an amount (A) that is sufficient to provide for the payment in full of all Bonds Outstanding and any other Obligations and (B) that is required to be used for that payment.

(vi) In the case of a proposed release of a portion (but less than all) of the Mortgaged Property, the County must provide evidence to US Bank that the appraised, taxable or insured value (and the County may provide different evidence for different portions) of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 50% of the aggregate principal component of the Bonds Outstanding at the time the release is effected.

(d) The County may make the following grants and dispositions, so long as the grant or disposition will not materially impair the intended use of the Pledged Facilities, and without regard to subsection (c) above.

(i) The County may from time-to-time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the County may release similar interests, with or without consideration.

(ii) The County may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.

1-7 Construction Mortgage. The parties intend that the security interest evidenced by this Deed of Trust will be a "construction mortgage" with respect to the Pledged Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

2. County's Payment Obligations

2-1 Payment of Obligations; Compliance with Covenants. The County will pay the Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Trust Agreement and will comply in all respects with all the terms of the Documents.

2-2 Payment of Costs and Legal Fees. (a) If the Deed of Trust Trustee or US Bank employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or US Bank voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, to enforce collection of the Obligations, or to enforce compliance by the County with any of the provisions of the Documents, then the County will pay reasonable legal fees and costs that the Deed of Trust Trustee or US Bank may reasonably have incurred (whether or not any suit or proceeding is commenced). The County's repayment of all amounts paid for any such purpose, together with interest at the annual rate of 4.00% (calculated

on the basis of a 360-day year consisting of twelve 30-day months), is secured as an Obligation under this Deed of Trust.

(b) If any suit or proceeding described in subsection (a) is adverse to the County, however, then the County has this liability only if the Deed of Trust Trustee or US Bank, as the case may be, is a prevailing party in the suit or proceeding.

2-3 Advances for Performance of County's Obligations. If the County fails to perform any of its obligations under the Documents, then the Deed of Trust Trustee and US Bank are authorized, but not obligated, to perform the obligation or cause it to be performed. The County must repay any amounts paid for any such purpose. The County's repayment of all those amounts, together with interest at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months), is secured as an Obligation under this Deed of Trust.

3. The Deed of Trust Trustee

3-1 No Liability for Deed of Trust Trustee. The Deed of Trust Trustee will suffer no liability by [his] acceptance of this trust except as may be incurred because of any failure on [his] part to account for the proceeds of any sale under this Deed of Trust.

3-2 Resignation. The Deed of Trust Trustee may resign at any time by giving notice to the County and US Bank as provided in Section 5-1.

3-3 Substitute Trustees. If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason US Bank desires to replace any Deed of Trust Trustee, then US Bank has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. US Bank may make any removal or appointment at any time without notice, without specifying any reason, and without any court approval. Any appointee becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee had been named as the original Deed of Trust Trustee.

4. Defaults and Remedies; Foreclosure

4-1 Defaults and Remedies. During the continuation of an Event of Default under the Trust Agreement, US Bank may pursue its rights and remedies as provided under the Trust Agreement and this Deed of Trust.

4-2 Foreclosure; Sale under Power of Sale.

(a) *Right to foreclosure or sale.* During the continuation of an Event of Default, at US Bank's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at US Bank's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the County expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at any sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

(b) *US Bank's bid.* US Bank may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, US Bank may make settlement for the purchase price by crediting against the Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).

(c) *County's bid.* The County may bid for all or any part of the Mortgaged Property at any foreclosure sale. The County, however, may not bid less than an amount sufficient to provide for full payment of the Obligations, unless US Bank consents in writing.

(d) *Successful bidder's deposit.* At any sale, the Deed of Trust Trustee may, at [his] option, require any successful bidder (other than US Bank) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.

(e) *Application of sale proceeds.* The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to one-half of one percent of the gross sales price for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the prior application of the proceeds in accordance with State law, including to the payment of the Obligations, will be paid to the County.

4-3 Possession of Mortgaged Property. During the continuation of an Event of Default, upon US Bank's demand the County must deliver possession of the Mortgaged Property to US Bank. In addition, the County must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, US Bank, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect all rents and profits from the Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the County's account and in reduction of the Obligations.

US Bank will be liable to account only for rents and profits it receives. US Bank may take any action permitted under this Section with respect to all or any portion of the Mortgaged Property, as it may elect.

4-4 No Remedy Exclusive; Delay not Waiver. All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy,

nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the default waived and does not constitute a waiver of any other default. The Deed of Trust Trustee and US Bank may exercise every power or remedy given by this Deed of Trust from time to time as often as the Deed of Trust Trustee or US Bank may deem expedient.

5. Miscellaneous

5-1 Notices.

(a) Any communication provided for in this Deed of Trust must be in English and must be in writing. "Writing" includes electronic mail but does not include facsimile transmission.

(b) For the purposes of this Deed of Trust, any communication sent by electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a County Representative (in the case of the County) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of Section _____ of the Trust Agreement.

(c) Any other communication under this Supplemental Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to Pender County, Attn: County Manager, Re: Notice for 2024 Law Enforcement Center Financing, 805 S. Walker Street, P.O. Box 5, Burgaw, NC 28425

(ii) if to US Bank, to U.S. Bank Trust Company, National Association, Attention: Corporate Trust Services, Regarding: Notice under 2024A LOBs Financing for Pender County (North Carolina), 214 North Tryon Street, 27th Floor, Charlotte, North Carolina 28202

(iii) if to the Deed of Trust Trustee, to _____, c/o U.S. Bank Trust Company, National Association, Attention: Corporate Trust Services, Regarding: Notice under 2024A LOBs Financing for Pender County (North Carolina), 214 North Tryon Street, 27th Floor, Charlotte, North Carolina 28202

(iv) If to the LGC, to the North Carolina Local Government Commission, Attn: Secretary of the Commission, Re: Notice for 2024 Pender County Law Enforcement Center Financing, Longleaf Building, 3200 Atlantic Ave., Raleigh, NC 27604

(d) Any addressee (including the LGC) may designate additional or different addresses for communications by notice given under this Section to each of the others. No notice need be delivered to the Deed of Trust Trustee for any notice or action to be effective, but the County must send copies of any notices it sends to the Deed of Trust Trustee also to the Trustee.

(e) Whenever this Deed of Trust requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

5-2 Successors; Assignments. This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the County, the Trustee, any registered owner of Bonds, and by the Deed of Trust Trustee, and by their respective successors and assigns.

5-3 No Marshalling. The County waives all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.

5-4 Definitions. All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Trust Agreement.

5-5 Governing Law; Forum. The County, US Bank and the Deed of Trust Trustee intend that North Carolina law will govern this Deed of Trust and all matters of its interpretation. To the extent permitted by law, the County, US Bank

and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Pender County, North Carolina.

5-6 Limitation of Liability of Officers and Agents. No officer, agent or employee of the County, US Bank or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.

5-7 Covenants Run with the Land. All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.

5-8 Further Instruments. Upon the request of US Bank or the Deed of Trust Trustee, the County will execute, acknowledge and deliver any further instruments reasonably necessary or desired by US Bank or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.

5-9 Severability. If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.

5-10 Non-Business Days. If the date for making any payment, or the last day for performance of any act or the exercising of any right, is not a Business Day, that payment may be made, or act performed or right exercised, on or before the next succeeding Business Day.

5-11 Entire Agreement; Amendments. This Deed of Trust, together with the other Documents, constitutes the County's entire agreement with the Trustee and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed except in accordance with Article XIII of the Trust

Agreement. The consent of the Deed of Trust Trustee is not required for any changes.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County has caused this instrument to be signed, sealed and delivered by duly authorized officers, all as of August 1, 2024.

(SEAL)

ATTEST:

PENDER COUNTY,
NORTH CAROLINA

_____
Lexi Stanfield
Clerk, Board of Commissioners

By: _____
Michael Silverman
County Manager

* * * * * *

STATE OF NORTH CAROLINA;
PENDER COUNTY

I, a Notary Public of such County and State, certify that Michael Silverman and Lexi Stanfield personally came before me this day and acknowledged that they are the County Manager and the Clerk of the Board of Commissioners, respectively, of Pender County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this _____ day of August, 2024.

[SEAL]

_____
Notary Public

My commission expires: _____

[Deed of Trust and Security Agreement
dated as of August 1, 2024, for the benefit of
U.S. Bank Trust Company, National Association, as trustee]

EXHIBIT A – Pledged Sites Description

EXHIBIT B -- Existing Encumbrances

Pope Flynn draft 6/12/24

$[Amount]
PENDER COUNTY, NORTH CAROLINA
LIMITED OBLIGATION BONDS, SERIES 2024A

BOND PURCHASE AGREEMENT

August 7, 2024

Pender County, North Carolina
Franklin, North Carolina

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated (the "Underwriter"), offers to enter into the following purchase agreement (this "Bond Purchase Agreement") with Pender County, North Carolina (the "County"), which, upon the County's acceptance of this offer, will be binding upon the County and the Underwriter. This offer is made subject to the County's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution and delivery of this Bond Purchase Agreement by a duly authorized officer of the County on or before 6:00 p.m., Eastern Time, on the date shown above. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the County and the Underwriter. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Preliminary Official Statement (as defined below).

(1) Purchase and Sale. (a) Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the County, and the County hereby agrees to sell to the Underwriter, all (but not less than all) of the $[Amount] aggregate principal amount of the County's Limited Obligation Bonds, Series 2024A (the "Bonds"), dated the date of payment for and the delivery of the Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the Bonds shall be $_____ (principal amount of the Bonds, plus [net] original issue premium of $_____, less underwriter's discount of $_____) (the "Purchase Price"). The Underwriter shall pay the Purchase Price for the Bonds on the day of the Closing by wiring $_____, at the County's direction, to the Trustee (as defined below).

(b) The Bonds shall be issued and secured under and pursuant to a Trust Agreement dated as of August 1, 2024 (the "Trust Agreement") between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The County is authorized pursuant to Section 20 of Chapter 160A of the General Statutes of North Carolina (the "Act") to issue the Bonds for the purpose of providing funds to the County to (i) acquire, construct, equip and otherwise improve the County facilities described in the Preliminary Official Statement and the Trust Agreement, and (ii) pay certain costs incurred in connection with the sale and issuance of the Bonds. The County's issuance of the Bonds has been authorized by a resolution adopted by the Board of Commissioners of the County on July 15, 2024 (the "Approving Resolution"). As security for performance of the County's obligations under the Trust Agreement, the County will execute and deliver a Deed of Trust and Security Agreement dated as of August 1, 2024 (the "Deed of Trust"), granting a first lien of record on the Mortgaged Property, subject to Permitted Encumbrances.

(c) The Bonds shall be dated the date of the Closing, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms stated in Exhibit A attached hereto.

(2) Sale of All the Bonds; Offering. It shall be a condition to the County's obligation to sell and deliver the Bonds to the Underwriter, and to the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the County, and accepted and paid for by the Underwriter at the Closing. The Underwriter intends to make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth in Exhibit A. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriter reserves the right to make such changes in such prices as the Underwriter shall deem necessary in connection with the offering of the Bonds.

(3) Establishment of Issue Price.

(a) The Underwriter agrees to assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the County and Sanford Holshouser LLP ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except as otherwise set forth in Exhibit F attached hereto,] the County will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the County the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the County the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the County or bond counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit F attached hereto, except as otherwise set forth therein. Exhibit F also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the County and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the County promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Underwriter confirms that:

i. any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

ii. any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The County acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-

price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

i. "public" means any person other than an underwriter or a related party,

ii. "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

iii. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

iv. "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

(4) Official Statement. The County hereby ratifies and approves the Preliminary Official Statement dated July 30, 2024 (the "Preliminary Official Statement"), and consents to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Bonds. The County confirms that the Preliminary Official Statement was "deemed final" by the County as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). Upon acceptance of this offer, the County shall prepare a final Official Statement and shall, within the earlier of seven business days following the date hereof or two business days prior to the Closing Date, deliver to the Underwriter printed copies of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement") in sufficient quantity as may reasonably be required by the Underwriter in order to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The County hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB. In addition, the County hereby approves and authorizes the Underwriter to coordinate the printing of the Official Statement and consents to the electronic distribution of the Official Statement.

(5) Representations of the County. The County hereby represents, warrants and covenants that:

(a) The County is a political subdivision duly organized and validly existing under the Constitution and laws of the State of North Carolina (the "State"), and is authorized pursuant to the laws of the State, including the Act, and the Approving Resolution to issue the Bonds.

(b) The County has full legal right, power and authority to (i) adopt the Approving Resolution; (ii) execute, deliver and perform its obligations under this Bond Purchase Agreement, the Trust Agreement, the Bonds, and the Deed of Trust; (iii) issue and deliver the Bonds to the Underwriter as provided in this Bond Purchase Agreement; (iv) approve and authorize the distribution of the Preliminary Official Statement and the Official Statement; and (v) carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Trust Agreement, the Bonds, the Deed of Trust and the Official Statement.

(c) The Approving Resolution has been duly adopted by the County, and the County has duly authorized all necessary action to be taken by the County for: (i) the offering, issuance, sale, and delivery of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the County of the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust, and the performance of its obligations under the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust and any and all such other agreements and documents as may be required to be executed, delivered, and received by the County in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust and such other agreements and documents being collectively referred to herein as the "County Documents"), and (iii) the authorization of the use and distribution of the Official Statement.

(d) The Approving Resolution was duly adopted at a meeting of the Board of Commissioners of the County called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(e) This Bond Purchase Agreement, the Trust Agreement, the Deed of Trust and any other instrument or agreement to which the County is a party in connection with the consummation of the transactions contemplated by the foregoing documents, when executed and delivered by the parties thereto, and assuming such documents are enforceable against the parties thereto other than the County, will constitute legal, valid and binding obligations of the County (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity).

(f) When delivered to and paid for by the Underwriter at the Closing, in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed and delivered by the County and will constitute legal, valid and binding special obligations of the County, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity) and will be entitled to the benefits of, and secured as provided in, the Trust Agreement.

(g) The County has complied, and will at the Closing be in compliance, in all material respects, with the Approving Resolution, the Trust Agreement and the Act and all other agreements relating to projects undertaken by the County or with respect to which the County has assumed responsibility.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning or contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the County or the validity or enforceability of the Bonds, the Approving Resolution, the Trust Agreement, this Bond Purchase Agreement, the Deed of Trust or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the County Documents and the Official Statement; or (B) materially adversely affect (1) the transactions contemplated by the County Documents or the Official Statement, or (2) the exemption of the interest on the Bonds from federal or State income taxation.

(i) The County's adoption of the Approving Resolution, its execution and delivery of the County Documents and the Bonds, and compliance with the provisions thereof and hereof, do not and will not conflict with or constitute, on the County's part, a violation of, breach of or default under any material statute, existing law, administrative regulation, filing, decree or order, state or federal, or any provision of the Constitution or laws of the State, or any rule or regulation of the County, or any material indenture, mortgage, lease, deed of trust, note, resolution, or other agreement or instrument to which the County, or its properties, are subject or by which the County, or its properties, are or may be bound or, to the knowledge of the County, any order, rule or regulation of any regulatory body or court having jurisdiction over the County or its activities or properties.

(j) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any document or instrument under and subject to which any indebtedness for borrowed money has been incurred which default would affect materially and adversely the transactions contemplated by any of the County Documents. No event has occurred or is continuing under the provisions of any such document or instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder, which event of default would affect adversely the transactions contemplated by any of the County Documents.

(k) The County is not in material breach of or in default under the Approving Resolution, any applicable law or administrative regulation of the State or the United States, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the County is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Bonds and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(l) On and as of the Closing, all authorizations, consents, and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency, or other instrumentality or court required to be obtained, given, or taken on behalf of the County in connection with the execution, delivery and performance by the County of the County Documents, and any other agreement or instrument to which the County is a party and which has been or will be executed in

connection with the consummation of the transactions contemplated by the foregoing documents, will have been obtained, given, or taken and will be in full force and effect.

(m) Any certificate signed by an authorized officer of the County delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter as to the truth of the statements made therein.

(n) The County has and will cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the County will not be required to execute a general or special consent to service of process or qualify to do business in connection with any qualification or determination in any jurisdiction.

(o) The audited financial statements of the County as of June 30, 2023, present fairly the County's financial condition as of such date and the results of its operations for the respective periods set forth therein and have been prepared in accordance with generally accepted accounting principles consistently applied. There has been no material change in the financial affairs of the County since June 30, 2023, except as disclosed specifically in the Official Statement.

(p) If between the date of this Bond Purchase Agreement and the date 25 days after the "end of the underwriting period" for the Bonds, as defined in the Rule, any event occurs which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly provide written notice to the Underwriter thereof, and if, in the opinion of the County or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. The Underwriter will notify the County on or before the Closing Date in the event that the "end of the underwriting period" under the Rule will not be the Closing Date.

(q) If the Official Statement is supplemented or amended pursuant to subsection (p) of this Section, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, the County shall take all steps necessary to ensure that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(r) The information in the Preliminary Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry Only" and "UNDERWRITING" and in Appendix E, as to which no representations or warranties are made), including its attachments and appendices, at the time of acceptance hereof is correct in all material respects, and such Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the information in the Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry Only" and "UNDERWRITING" and in Appendix E, as to which no representations or warranties are made) as of its date and as of the Closing Date, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(s) Between the date hereof and the Closing, the County shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the County or except for such borrowings as may be described in or contemplated by the Official Statement.

(t) Except as described in the Official Statement, during the last five years, the County has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to the Rule.

The execution and delivery of this Bond Purchase Agreement by the County shall constitute a representation by the County to the Underwriter that the representations, warranties and covenants contained in this Section 5 are true as of the date hereof; provided that no officer of the County shall be individually liable for the breach of any representation, warranty or covenant made by the County in this Section 5.

(6) Closing. At 10:00 a.m., Eastern Time, on August 22, 2024, or at such other time or date as the County and the Underwriter shall mutually agree upon (the "Closing Date"), the County shall (a) deliver or cause to be delivered, through the facility of The Depository Trust Company, New York, New York ("DTC"), or at such place as the County and Underwriter shall mutually agree upon, for the account of the Underwriter, the Bonds duly executed by the County in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriter, the documents described in Section 7(d) hereof. Concurrently with the delivery of the Bonds and the documents mentioned in Section 7(d) hereof at the Closing, subject to the conditions contained herein, the Underwriter will accept such delivery and will pay the Purchase Price of the Bonds in the amount set forth in Section 1 hereof by wire transfer in immediately available funds to the Trustee for the account of the County. The Closing shall take place at the offices of the County. The Bonds shall be available for inspection by the Underwriter at least two business days prior to Closing.

(7) Closing Conditions/Right to Cancel. The Underwriter enters into this Bond Purchase Agreement in reliance upon the County's representations and agreements herein and the performance by the County of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Approving Resolution, the Trust Agreement, and the Deed of Trust shall be in full force and effect and none of the Approving Resolution, the Trust Agreement, the Deed of Trust or the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriter, and the County shall have duly adopted, and there shall be in full force and effect, such other resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) The Bonds shall be delivered to the Trustee to be held by the Trustee under DTC's FAST program.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Bonds at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriter hereunder is not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation (whether or not yet introduced in Congress of the United States ("Congress")) shall be enacted or be actively considered for enactment by the Congress or recommended to the Congress by the President of the United States or favorably reported for passage to either House of Congress by any committee of such House, or a conference committee of both Houses, to which such legislation had been referred for consideration, or a decision by a federal court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other governmental agency shall be made or proposed, or a release or official statement made by the President of the United States or by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived by the County or upon interest received on obligations of the general character of the Bonds which in the Underwriter's judgment, materially adversely affects the market for the Bonds; or

(ii) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the County is in violation of the Securities Act of 1933, as amended (the "Securities Act"), of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or of the Trust Indenture Act of 1939, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(iii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriter's judgment, would materially adversely affect the market for, or market price of, the Bonds; or

(iv) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on The New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the U.S. Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(v) A general banking moratorium shall have been declared by federal, State or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(vii) any of Moody's Investors Service, Inc. ("Moody's") or S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") shall have taken any action to lower, suspend or withdraw their respective ratings on the Bonds and such action, in the opinion of the Underwriter, would adversely affect the market price or marketability of the Bonds.

(d) At the Closing, the Underwriter shall receive the following documents:

(i) Duly executed or certified copies of each of the Trust Agreement and Deed of Trust;

(ii) The approving opinion of Bond Counsel in the form set forth in Appendix D of the Official Statement together with a supplemental opinion in the form attached hereto as Exhibit B, and a reliance letter addressed to the Underwriter, each of which shall be dated the Closing Date;

(iii) The opinion of Carl W. Thurman, III, Esq., County Attorney, dated the Closing Date and addressed to the Underwriter and Bond Counsel in the form attached hereto as Exhibit C;

(iv) An opinion of Pope Flynn, LLC, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter in form and substance satisfactory to the Underwriter;

(v) A certificate, dated the Closing Date, of the duly authorized representative(s) or officer(s) of the County and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and agreements of the County herein are true and correct in all material respects as of the date of Closing; (B) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Trust Agreement, or the validity or enforceability of the Bonds, or the security therefor; (C) the financial information relating to the County provided to the Underwriter presents fairly the financial position of the County as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (D) since June 30, 2023, there has not been any material adverse change in the financial condition of the County taken as a whole or no increase in the County's indebtedness for borrowed money, other than as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter; (E) the information contained in the Official Statement as of the Closing Date is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (F) the County has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriter;

(vi) One counterpart original of a transcript of all proceedings taken by the County relating to the authorization and issuance of the Bonds;

(vii) Specimen Bonds;

(viii) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s) of the County, with a copy of the Approving Resolution attached, to the effect that the Approving Resolution has been duly adopted and remains in full force and effect;

(ix) A certificate, dated on or before the Closing Date, evidencing the property insurance required by the Trust Agreement;

(x) A title insurance commitment satisfactory to the Underwriter (the "Title Insurance Commitment"), relating to the Deed of Trust and naming the Trustee as a beneficiary, together with a certificate satisfactory to the Underwriter from counsel to the County (a) documenting the recording of the Deed of Trust, (b) certifying there are no encumbrances on the Mortgaged Property, other than as set forth in the Title Insurance Commitment, and (c) confirming that all conditions set forth in the Title Insurance Commitment to the issuance of the title insurance policy have been satisfied;

(xi) Federal tax form 8038-G prepared with respect to the Bonds and ready for filing;

(xii) A tax certificate of the County in form and content reasonably satisfactory to the Underwriter;

(xiii) Evidence that Moody's and S&P have issued ratings for the Bonds of not less than "___" and "___," respectively; and

(xiv) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriter or legal counsel to the Underwriter may reasonably request to evidence compliance by the County with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the County at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement and the Trust Agreement.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the County or the Underwriter shall have any further obligations hereunder, except that Sections 9 and 10 and the representations and warranties of the County contained herein (as of the date made) will continue in full force and effect.

(8) Survival. All representations, warranties and agreements of the County set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

(9) Payment of Expenses. The County shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of the obligations of the County or the Underwriter hereunder, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, and mailing, of the Official Statement; (ii) the fees and disbursements of Bond Counsel and counsel for the County; (iii) the fees and disbursements of any experts retained by the County or the Underwriter; and (iv) fees charged by the rating agencies for the rating of the Bonds.

If the Bonds are not delivered to the Underwriter pursuant to this Bond Purchase Agreement, the County shall pay all expenses incident to the performance of the County's and the Underwriter's obligations hereunder as provided in this Section.

The Underwriter shall pay (i) any fees of the MSRB in connection with the issuance of the Bonds; (ii) the cost of obtaining CUSIP number(s) assigned for the Bonds; (iii) the fees and disbursements of counsel for the Underwriter; and (iv) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and the preparation of Blue Sky Memoranda.

(10) Indemnification. To the extent permitted by law, the County agrees to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact (except statements pertaining to the Underwriter) contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except omissions or alleged omissions pertaining to the Underwriter). This indemnity agreement will be in addition to any liability which the County may otherwise have.

The Underwriter agrees to indemnify and hold harmless the County, and its officials, directors, officers and employees, and each person who controls the County within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the County to the Underwriter, but only with reference to written information furnished by the Underwriter to the County or information provided by the Underwriter specifically for inclusion in the Preliminary Official Statement or the Official Statement (or in any amendment or supplement thereto).

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after

notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an indemnified party for any reason the County and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the County and the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the County on the one hand and by the Underwriter on the other from the offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the County and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the County on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, as well as any other relevant equitable considerations. In no case shall the Underwriter be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriter hereunder. Benefits received by the County shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the County on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The County and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the County within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the County shall have the same rights to contribution as the County, subject in each case to the applicable terms and conditions of this paragraph.

(11) Notices. Any communication under this Bond Purchase Agreement will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

If to the County:

Pender County, North Carolina
805 S. Walker St.
Burgaw, North Carolina 28425
Attention: Finance Director

If to the Underwriter:

Robert W. Baird & Co.
380 Knollwood Street, Suite 440
Winston-Salem, North Carolina 27103
Attention: Ryan Maher, Managing Director

(12) Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(13) Arm's-Length Transaction. The County acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the County and the Underwriter, acting solely as principal and not as municipal advisor, financial advisor or agent of the County. The Underwriter has not assumed a financial advisory responsibility in favor of the County with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the County on other matters) or any other obligation to the County except the obligations expressly set forth in this Bond Purchase Agreement, it being the County's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriter has provided to the County prior disclosures regarding its role as underwriter, its compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriter hereby notifies the County that the Underwriter is not acting as a Municipal Advisor (as defined in Section 15B of the Exchange Act), the Underwriter is not an agent of the County, and the Underwriter does not have a fiduciary duty to the County in connection with the matters contemplated by this Bond Purchase Agreement. The County has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

(14) Miscellaneous. (a) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(b) This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Bond Purchase Agreement is made solely for the benefit of and is binding on the County and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

(d) Under this Bond Purchase Agreement, the Underwriter is acting as a principal and not as an agent or fiduciary, and the Underwriter's engagement is as independent contractors and not

in any other capacity. The County agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriter have or are currently advising the County on related or other matters.

(15) E-Verify. The Underwriter understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Underwriter uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Underwriter will not use any subcontractors in connection with this Bond Purchase Agreement.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED, as Underwriter

By: _____
Ryan Maher, Managing Director

Approved, accepted and agreed to:

PENDER COUNTY, NORTH CAROLINA

By:_____
Name:
Title:

[Signature Page for Bond Purchase Agreement]

EXHIBIT A

Terms of the Bonds

Maturity, Principal Amounts, Interest Rates and Yields

Due (October 1)	Principal Amount	Interest Rate	Yield	Price

$_____ ____% Term Bonds due October 1, 20__, Yield _____%

[*] Priced to October 1, 20__ par call.

Redemption Provisions

Optional Redemption. The Bonds maturing on or after October 1, 20__ are subject to redemption at the County's option, in whole or in part on any date on or after October 1, 20__, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on October 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on October 1 in the years and amounts as follows:

Year	Principal Amount

[*] Maturity

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

August 22, 2024

Robert W. Baird & Co. Incorporated ("Baird")

$[Amount]
Pender County, North Carolina
Limited Obligation Bonds, Series 2024A

We have acted as bond counsel to Pender County, North Carolina (the "County"), in connection with the execution and delivery today of $[Amount] Limited Obligation Bonds, Series 2024A (the "Bonds"), and related transactions. Baird is purchasing the Bonds pursuant to a Bond Purchase Agreement dated August 7, 2024 (the "Bond Purchase Agreement"), between the County and Baird. All terms used in this opinion as capitalized defined terms and not otherwise defined have the meanings specified for those terms in the Bond Purchase Agreement.

The County is and has been our only client in this transaction. Our delivering this opinion to you does not create or indicate an attorney-client relationship between our Firm and you.

In our capacity as bond counsel, we have today delivered our principal approving opinion (the "Bond Opinion") relating to the legality, validity and enforceability of the Bonds, the tax status of certain interest payments and certain other matters, all as described in the Bond Opinion. In connection with acting as the underwriter for the Bonds, you are authorized to rely upon the Bond Opinion to the same extent as if it were addressed to you.

We have examined the applicable law and certified copies of proceedings and documents relating to this issuance of the Bonds, and made other examinations and investigations of law, as we have deemed necessary and appropriate as a basis for the opinions expressed below.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of originals of such copies. As to any facts material to this opinion that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the LGC, the County and others.

On the basis of the foregoing, we are of the opinion that (1) the information contained in the Official Statement on the cover and under the headings "INTRODUCTION—Security" and "—The 2024 Bonds," "THE 2024 BONDS", "SECURITY AND SOURCES OF PAYMENT OF 2024 BONDS" and "CONTINUING DISCLOSURE OBLIGATION" and in Appendix C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," to the extent that information purports to summarize certain terms of the Trust Agreement, the Deed of Trust and the Bonds, fairly and accurately summarizes those terms and (2) the statements contained in the Official Statement under the headings "INTRODUCTION—TAX STATUS" and "TAX TREATMENT" are fair and accurate.

We are further of the opinion that in connection with the offering and sale of the Bonds, the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an "indenture" under the Trust Indenture Act of 1939, as

amended.

We are also of the opinion that the County has duly approved the Preliminary Official Statement, the Official Statement, and Baird's use of those documents in connection with its offering and sale of the Bonds.

In addition, we have examined documents and proceedings related to the County's execution and delivery of the Bond Purchase Agreement. In our opinion, as of today and under existing law, the Bond Purchase Agreement constitutes a valid and binding agreement of the County, enforceable in accordance with its terms. Our opinions as set forth in this paragraph are subject to the effect (a) of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, and (b) of general principles of equity, regardless of whether applied in a proceeding in equity or at law. We have assumed the enforceability of the Bond Purchase Agreement against Baird.

We have not made any investigation concerning the County's operations or condition. We express (and have expressed) no opinion as to the County's ability to provide for payments on the Bonds.

This opinion is based on constitutional and statutory provisions and judicial decisions existing today. We assume no responsibility to update this opinion or take any other action regarding changes in facts, circumstances or the applicable law.

Very truly yours,

[To Be Signed, "Sanford Holshouser LLP"]

EXHIBIT C

FORM OF OPINION OF COUNSEL FOR THE COUNTY

August 22, 2024

Pender County, North Carolina

Robert W. Baird & Co. Incorporated ("Baird")

Sanford Holshouser LLP

U.S. Bank Trust Company, National Association,
as Trustee

$[Amount]
Pender County, North Carolina
Limited Obligation Bonds, Series 2024A

I have served as County Attorney for Pender County, North Carolina (the "County"), in connection with the execution and delivery of the above-captioned bonds (the "Bonds") and related transactions. Baird is purchasing the Bonds as an underwriter pursuant to a Bond Purchase Agreement dated August 7, 2024 (the "Purchase Agreement"), between the County and Baird. All capitalized terms used in this opinion letter and not otherwise defined have the meanings given those terms in the Purchase Agreement. I am delivering this opinion letter pursuant to the requirements of Section 7(d)(3) of the Purchase Agreement.

I have examined documents related to the transactions contemplated by the Trust Agreement, the Purchase Agreement, the Bonds and the Deed of Trust (the Trust Agreement, the Purchase Agreement, the Bonds and the Deed of Trust are referred to in this opinion letter as the "County Documents"), including a resolution (the "Approving Resolution") adopted by the County's governing Board of Commissioners at a meeting on July 15, 2024.

In connection with this opinion, I also have examined originals, or copies identified to my satisfaction, of such other documents, instruments, certificates and records as I have considered appropriate to render the opinions in this letter. Where I have considered it appropriate, as to certain facts I have relied, without investigation or analysis of any underlying data, upon certificates or other comparable documents of public officials or appropriate County representatives.

In rendering the opinions in this letter, I have assumed, among other things, the legal capacity of all natural persons, the genuineness of all signatures not signed in my presence, the authenticity of all documents submitted to me as originals, that all documents submitted to me as copies conform with the originals, that the County Documents fully state the agreement between the County and the other parties thereto, and that the County Documents constitute the legal, valid and binding obligation of the parties thereto other than the County, enforceable in accordance with their respective terms.

The phrases "to my knowledge" and "known to me" mean my conscious awareness of factual matters as I may recognize as being relevant to the opinion or confirmation so qualified.

The opinions set forth herein are limited to matters governed by the laws of the State of North Carolina and the federal laws of the United States, and I express no opinion as to the laws of any other jurisdiction. I express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in North Carolina exercising customary professional diligence would reasonably recognize as being directly applicable to the County, the Bonds or both.

Based on the foregoing, as of today and under existing law, I am of the following opinions:

1. The County is a political subdivision of State of North Carolina, duly organized and existing under the constitution and laws of the State of North Carolina, and has the full legal right, power and authority to execute and deliver the County Documents and to perform all the obligations thereunder and as contemplated thereby.

2. All consents, approvals or authorizations of any governmental entity and all filings required on the part of the County in connection with the authorization, execution and delivery of the County Documents and the consummation of the transactions contemplated thereby have been obtained and are in full force and effect, except that we express no opinion as to any federal or state regulatory requirements of Baird or any action required under federal or state securities or Blue Sky laws in connection with the offering and sale of the Bonds by Baird.

3. To the best of my knowledge, the County is not in violation or breach of or in default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling or any agreement, resolution, certificate or other instrument to which the County is a party or is otherwise subject which violation, breach or default would in any way materially adversely affect the County's transactions contemplated by the County Documents or the execution and delivery of the Bonds, and, to the best of my knowledge, no event has occurred and is continuing which with the passage of time or giving of notice, or both, would constitute such a violation or breach thereof or default thereunder.

4. The County's execution and delivery of the County Documents, the County's compliance with the provisions of the County Documents under the contemplated circumstances, and the County's approval of the Preliminary Official Statement and the Official Statement, (a) are within the County's powers, and (b) to the best of my knowledge, do not and will not constitute on the part of the County any material breach of or default under (i) any indenture, deed of trust, mortgage, agreement or other instrument to which the County is a party, or (ii) any court order or consent decree to which the County is subject, or (iii) any existing law, public administrative rule or regulation to which the County is subject.

The opinions expressed above are subject to the following qualifications and limitations:

(A) Enforcement of the County Documents is subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws affecting the enforcement of creditors' rights generally.

(B) Enforcement of the County Documents is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law) by which a court with proper jurisdiction may deny rights of specific performance, injunction, self-help, possessory remedies or other remedies.

(C) Indemnification provisions in the County Documents are subject to and may be rendered unenforceable by applicable law or public policy, including applicable securities law.

***

I advise you that, to my knowledge, after reasonable investigation, there is no action, suit, proceeding or governmental investigation at law or in equity before or by any court, public board or body, pending of which the County has been served with a summons, summons and complaint or other notice of commencement, or threatened against the County, (a) to restrain or enjoin the execution or delivery of the

Bonds, (b) challenging the validity of the Approving Resolution or the County Documents, or contesting the County's power and authority to execute and deliver the County Documents or to consummate the transactions contemplated by them, or (c) that would have a material adverse effect on the security for the Bonds.

Based upon information made available to me in the course of my representation of the County, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the information contained in the Official Statement under the headings "AVAILABLE SOURCES FOR PAYMENT," "THE PLAN OF FINANCE AND REFUNDING," "ESTIMATED SOURCES AND USES OF FUNDS," "CERTAIN RISKS OF 2024 BOND OWNERS," "THE COUNTY" and "LEGAL MATTERS—Litigation" and Appendix A "THE COUNTY" (excluding in all cases financial and statistical data included or mentioned therein, as to which I express no opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The effective date of this opinion is the date first above-written. This opinion is based on such facts and information provided and made known to me by Pender County or its agents and employees or otherwise within my knowledge through the course of my representation of the County. I make the representations in this opinion based on my own actual knowledge, including information provided to me by County officers and other County representatives, but I have not undertaken any special investigation for the specific purposes of this certificate.

This opinion is rendered solely for your benefit in connection with the subject transaction and may not be relied upon by you or any other person for any other purposes without my prior written consent.

Very truly yours,

EXHIBIT D

FORM OF ISSUE PRICE CERTIFICATE

$[Amount]
PENDER COUNTY, NORTH CAROLINA
LIMITED OBLIGATION BONDS, SERIES 2024A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Robert W. Baird & Co. Incorporated ("Baird"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. [Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.] [Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. [Initial Offering Price of the Hold-the-Offering-Price Maturities.

a. [Baird offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

b. [As set forth in the Contract of Purchase for the Bonds, Baird has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

[(a) "General Rule Maturities" means those Maturities of the Bonds listed in Schedule A attached hereto as the "General Rule Maturities"].

[(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A attached hereto as the "Hold-the-Offering-Price Maturities."]

[(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering Price Maturity.]

[(d)] "Issuer" means the Pender County, North Carolina.

[(e)] "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

[(f)] "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

[(g)] "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August 22, 2024.

[(h)] "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

4. Disclaimer. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Baird's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Sanford Holshouser LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge.

ROBERT W. BAIRD & CO. INCORPORATED

By:_____
Ryan Maher, Managing Director

Dated: August 22, 2024

SCHEDULE A

SALE PRICES OF THE BONDS

Due (October 1)	Principal Amount	Interest Rate	Yield	Price

_____
*Yield to call date of October 1, 20__ at par.

SCHEDULE B

**[COPY OF THE PRICING WIRE –
HOLD-THE-OFFERING-PRICE MATURITIES ONLY]**

Pender County
Approval of Contract Award and Purchase Order to Daniels & Daniels for construction of the Law Enforcement Center Project

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 15, 2024
SUBJECT:	Approval of Contract Award and Purchase Order to Daniels & Daniels for construction of the Law Enforcement Center Project

SUMMARY:
This item will serve as the authorization to execute proper contract documents and issue a purchase order to Daniels & Daniels for construction of the Law Enforcement Center project. Please see attached documentation to make this authorization official and proceed accordingly.

ACTION REQUESTED:
Approval of Contract Award and Purchase Order to Daniels & Daniels for construction of the Law Enforcement Center Project

MOSELEYARCHITECTS

TABULATION OF BIDS

Project: Pender County LEC

Architect's Commission No.: 611888

Bids Receipt Time: 2:00 PM on June 20, 2024
Bids Opening Time: 2:00 PM on June 20, 2024

General Contractors	Bordeaux	Daniels & Daniels	H.G. Reynolds	T.A. Loving	
Base Bid Price:	$51,204,125.00	$48,952,000.00	$51,126,750.00	$50,371,672.00	
Total Base Bid Price (including allowances)	$51,541,000.00	$49,202,250.00	$51,500,000.00	$50,795,672.00	
Alternate No. 1 - Housing Pods C & D:	$5,294,000.00	$5,325,000.00	$5,210,000.00	$5,598,000.00	
Total Base Bid + Alternate 1	**$56,835,000.00**	**$54,527,250.00**	**$56,710,000.00**	**$56,393,672.00**	
Alternate No. 2 -Preferred Manufacturer Tyco Raven Sprinkler Heads:	$0.00	$0.00	$0.00	$0.00	
Total Base Bid + Alternates 1 and 2	**$56,835,000.00**	**$54,527,250.00**	**$56,710,000.00**	**$56,393,672.00**	
Alternate No. 3 - Preferred Manufacturer Steel Cell of North America:	$0.00	$0.00	$0.00	$0.00	
Total Base Bid + Alternate 1, 2 and 3	**$56,835,000.00**	**$54,527,250.00**	**$56,710,000.00**	**$56,393,672.00**	
Alternate No. 4 - Fire Sprinklers, Wet Pipe System in Smoke Zones 3 & 4:	$86,000.00	$0.00	$0.00	$232,000.00	
Total Base Bid + Alternate 1, 2, 3 and 4	**$56,921,000.00**	**$54,527,250.00**	**$56,710,000.00**	**$56,625,672.00**	
Alternate No. 5 - Paving private access road to Penderlea Hwy	$349,000.00	$433,000.00	$390,000.00	$540,000.00	
Total Base Bid + Alternate 1 thru 5	**$57,270,000.00**	**$54,960,250.00**	**$57,100,000.00**	**$57,165,672.00**	
Receipt of Addenda 1 - 3 acknowledged	Y	Y	Y	Y	
Unit Prices acknowledged and completed	Y	Y	Y	Y	
North Carolina General Contractor License Number	9266-U	23697	14149	0325	
MWBE forms included	Y	Y	Y	Y	
Bid Form signed and sealed	Y	Y	Y	Y	
Bid Security (5%) attached	Y	Y	Y	Y	
HVAC Subcontractor	Central Heating & Air	Baker	Baker	Baker	
Plumbing Subcontractor	Baker	Baker	Baker	Baker	
Electrical Subcontractor	L J Electrical Company	L J Electrical Company	Melton	L J Electrical Company	
Security Control Systems Subcontractor	MTS	MTS	MTS	MTS	
Premanufactured Steel Cell	Steel Cell	MTS	MTS	Steel Cell	
Detention Equipment Subcontractor	MTS	MTS	MTS	MTS	

Notes:

MOSELEYARCHITECTS

6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, NC 28277
P: (704) 540-3755

Date June 24, 2024

RE: Pender County Law Enforcement Center
Bid Acknowledgement

Mr. Allen Vann
Assistant County Manager
Pender County
805 South Walker Street
Burgaw, NC 28425

Dear Mr. Vann:

Attached is a copy of the *Tabulation of Bids* for the above referenced project. To the best of our knowledge and belief, it is our opinion that Daniels and Daniels Construction Company appears to be the apparent low bidder, based on the total base bid amount.

Although we have conducted our review, we recommend that you and your legal counsel:

- review the submitted *Tabulation of Bids, Bid Form, Bid Bonds.*
- identify and request additional information if required to determine if Daniels and Daniels Construction Company is a responsive and responsible bidder.
- identify any informalities.
- confirm that Bids and Bidders comply with all applicable laws, regulations, and statutes, including those related to procurement, especially if any Bids or Bidders are considered for rejection; and
- determine which Bidder should be awarded this contract.

Designing solutions. Building trust. Enriching lives.

It is customary to retain the Bid Bonds of those Bidders who are under consideration and return the others. The Bid Bonds that are retained are usually held until a Construction Contract is executed and the successful Contractor has furnished the required performance and payment bonds, and insurance at which time all Bid Bonds are returned. Please refer to the *Instructions to Bidders* for further information.

Please do not hesitate to contact us if you have any questions or if we may be of further assistance.

Sincerely,

Bryan Payne, Assoc. AIA
Vice President

Geoff Acker, AIA, NCARB
Senior Associate

(Project 611888)

Encl: As stated

Pender County
Approval of Budget Amendment for entire Law Enforcement Center Project

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	July 15, 2024
SUBJECT:	Approval of Budget Amendment for entire Law Enforcement Center Project

SUMMARY:
This item will serve as the budget amendment to allow for construction and related expenditures for the construction of the Law Enforcement Center project. Please see attached documentation to make this authorization official and proceed accordingly.

ACTION REQUESTED:
Approval of Budget Amendment for entire Law Enforcement Center Project

Tuesday, June 25, 2024

Pender County Budget Ordinance Amendment

Fiscal Year FY 2024-2025

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-340200-6093	Limited Obligation Bonds	3127102.06
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-403300-6093	Supplies & Materials	7671.52
2	60-404400-6093	Bond Closing Costs	20000
3	60-404500-6093	Contract Services	225752.94
4	60-404505-6093	Contract Services-Engineer	477141.70
5	60-404507-6093	Contract Services-Inspection	284417.88
6	60-405000-6093	Impact Fees	1137671.52
7	60-405400-6093	Insurance & Bonds	227534.30
8	60-405701-6093	Other-Permits	9500
9	60-407100-6093	Non Deprec Capital	40000
10	60-407400-6093	Capital Outlay	697412.20

Total Revenues 3127102.06

Total Expenditures 3127102.06

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Tuesday, June 25, 2024

Pender County Budget Ordinance Amendment

Fiscal Year FY 2024-2025

Department VARIOUS

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-340200-6093	Limited Obligation Bonds	60122797.94
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407460-6093	Construction	54783504
2	60-409020-6093	Transfer to General Fund	3908314.20
3	60-409600-6093	Contingency	1430979.74
4			
5			
6			
7			
8			
9			
10			

Total Revenues 60122797.94

Total Expenditures 60122797.94

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller

Email amiller@pendercountync.gov

Pender County
Approval of Purchase Order for One-Year Hardware and Software Support from Dell, Inc. ($107,312.59)

TO:	Board of County Commissioners
FROM:	Marcel Miranda
DATE:	July 15, 2024
SUBJECT:	Approval of Purchase Order for One-Year Hardware and Software Support from Dell, Inc. ($107,312.59)

SUMMARY:
The Information Technology Services Department is requesting that the Board of County Commissioners approve funding for one-year of hardware and software support for Pender County's core infrastructure stack, totaling $107,312.59, from Dell, Inc. Funding for this renewal was allocated in the ITS Department's Fiscal Year 24-25 Budget, account 445- 404500 (Contracted Services).

ACTION REQUESTED:
Approval of a Purchase Order to Dell, Inc. for one-year hardware and software support for Pender County's core infrastructure in the amount of $107,312.59

Pender County
Approval of a Budget Amendment and Purchase Orders for a replacement generator for the Sheriff's Office and 911 Facilities

TO:	Board of County Commissioners
FROM:	Andy Devane
DATE:	July 15, 2024
SUBJECT:	Approval of a Budget Amendment and Purchase Orders for a replacement generator for the Sheriff's Office and 911 Facilities

SUMMARY:
The generator at our Sheriff's office and 911 Facility has exceeded its expected lifespan and has become increasingly unreliable. Frequent malfunctions and the rising cost of repairs have prompted us to explore numerous replacement options. The Sheriff's Association's Statewide Cooperative Purchasing Program competitively bid and awarded National Power LLC contracts on generator purchases. National Power quoted $65,875 for the 150KW generator needed. Security Plus quoted $26,640 to install. This investment is essential to safeguard public safety and maintain the integrity of our emergency response services.

	Generator	Installation	Total
National Power/ Security Plus Electrical	65,875	26,640	92,515
Security Plus			98,900
Coates Electric			136,200
Atlantic Power	Non-responsive (made site visit but did not submit quote)		

ACTION REQUESTED:
Approve a budget amendment of $92,515 to be appropriated from the General Fund to 500-407480 for purchase and installation of a 150 KW Generator at our Sheriff's Office and 911 Facility. Additionally, approve purchase orders to National Power for $65,875 and to Security Plus Electrical for $25,875.

Thursday, June 27, 2024

Pender County Budget Ordinance Amendment

Fiscal Year FY 2024-2025 **Department** 500 - FACILITIES MAINTENANCE

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	General Fund Balance Appropriated	92,515
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	500-407480	Capital Outlay-Generators	92,515
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 92515 **Total Expenditures** 92515

Budget Amendment Balances when Zero. 0

Prepared By: Trisha Newton **Email** tnewton@pendercountync.gov

Date: June 21, 2024

To: Pender Co Sheriff's Office

Attn: Andy Devane

Reference: SD150 Generator
Quote Number: 20875866

We are pleased to provide you with our proposal for the above referenced project. Please review the enclosed Bill of Materials and terms and conditions.

To proceed, please sign the acceptance form at the end of this quote and send the entire form back to me.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **150 kW Rating, wired for 120/240 VAC Three Phase, 60 Hz**
- **With Upsized 200kW Alternator**
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- **Standard Weather Protective Enclosure, Steel**
  - Baked-On Powder Coat Finish
- **807 Gallon Sub-base Fuel Tank = 72 Hours at Full Load**
- DSE G8601 Digital Genset Controller
  - Meets NFPA 99 and 110 requirements
- Primary MLCB, 80% rated thermal-magnetic
  - **400 amp**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed
- Engine Coolant Heater, 1500W
- 120V GFCI and 240V Outlet
- 3 Owner's Manuals
- **5-Year Comprehensive Warranty**

Quantity 1 - Freight Factory Direct to First Destination Unloading by Others

Quantity 1 - Factory Authorized Start Up w/ Load Test

Total price for the above equipment (Not including any applicable tax): **$65,875.00**

Notes

Price is firm for orders released to production thirty (30) days from the date of the quote.

Delivery: **Current Lead time is 10-12 weeks** after receipt of final release. Lead times are subject to market demand fluctuations and frequently change between time of proposal and time of order. If delivery is critical please verify current times at time of order.

Basis of Quotation:
No Specifications or drawings provided quoted per customer request only.

Unless expressly listed in BOM above this proposal specifically excludes: Generator Foundation (pad), Any exhaust, cooling ducting or piping for interior units, any fuel piping except between sub-base tank and engine, fuel for start-up and testing, on-site pressure testing of the fuel tank, termination of power cables, installation services, NETA, NRTL Testing, Reactive load bank testing, Coordination studies or Infrared scanning

Terms and Conditions

Quoted Price is based upon acceptance of National Power Terms and Conditions of Sale available for review at:
https://www.natpow.com/_files/ugd/eeb4dd_8ff50e84962d4e82a09131fb580a698e.pdf

Alterations or modifications to these terms or payment schedules may impact price.

Sincerely,

Duncan Leach
Sr. Power System Consultant
National Power
919-815-4252
duncan.leach@natpow.com

Acceptance of Quote

Buyer, through its authorized representative, hereby accepts National Power Corporation's offer as shown on this quote and agrees to all the terms and conditions above.

Name: _____ Title: _____

Company: _____

Customer Signature

_____
(Sign)

_____
(Date)

Security Plus Electrical, Inc
5670 NC-53 West, Burgaw NC 28425
Office: 910.259.6606 ♦ Fax: 910.259.6607
www.securitypluselectrical.com

6/21/2024

Pender County Sheriff
Generator Replacement
605 E. Fremont St.
Burgaw, NC 28425
Andy DeVane
910-789-1368
adevane@pendersheriff.com

RE: Estimate 24-084BG 150KW Generator – Install only

We propose to furnish the necessary labor, materials, and tools to accomplish the electrical scope of work for the above-mentioned project for the sum of:

$ 26,640.00

This proposal is based upon a visual walk through with customer and is clarified as follows:

I. INCLUSIONS :

- Remove & dispose of the existing 150KW generator and fuel tank
- Remove & dispose of the existing concrete pad
- Provide & install a new 5'X16'X6" concrete pad with rebar reinforcement
- Install a Generac 150KW rated generator, wired for 120/240V 3 phase power.
- Rework existing conduits to accommodate the placement of the new generator
- Provide & install new 4/0 feeder wires from the generator to the ATS

II. Clarifications :

- **Feeders are being replaced to eliminate any splices in the wires**
- **SPE will provide lifting equipment to remove existing equipment and to install the new generator**
- **New Generator will be provided by National Power at owner's expense**
- **Customer will be responsible for filling fuel tank after it has been installed**

III. EXCLUSIONS :

- Utility Company fees
- Diesel Fuel
- Premium or overtime costs.
- Existing conditions that do not meet current NEC codes.

THIS PROPOSAL IS VALID FOR 30 DAYS

The work to be performed is in accordance with the drawings and specifications. Any alterations or deviations from the specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents, strikes, and/or delays beyond our control.

Thank you for your consideration and the opportunity to submit this proposal to you.

Sincerely,

Security Plus Electrical, Inc.

Billy Giddeons
President/General Manager
910-470-7266
billy@spe123.com

Estimate number: 24-084BG 150KW Generator – Install only
Approved By: _____ Date: _____

Security Plus Electrical, Inc
5670 NC-53 West, Burgaw NC 28425
Office: 910.259.6606 ♦ Fax: 910.259.6607
www.securitypluselectrical.com

6/21/2024

Pender County Sheriff
Generator Replacement
605 E. Fremont St.
Burgaw, NC 28425
Andy DeVane
910-789-1368
adevane@pendersheriff.com

RE: Estimate 24-084BG 150KW Generator – Provide & install

We propose to furnish the necessary labor, materials, and tools to accomplish the electrical scope of work for the above-mentioned project for the sum of:

$ 98,900.00

This proposal is based upon a visual walk through with customer and is clarified as follows:

I. INCLUSIONS :

- Remove & dispose of the existing 150KW generator and fuel tank
- Remove & dispose of the existing concrete pad
- Provide & install a new 5'X16'X6" concrete pad with rebar reinforcement
- Provide & install a Generac 150KW rated generator, wired for 120/240V 3 phase power.
  - Standard steel weather protective enclosure
  - 807 Gallon sub-based tank = 72 hours at full load
  - Battery charger, coolant heater
  - 5-year comprehensive warranty on generator
- Rework existing conduits to accommodate the placement of the new generator
- Provide & install new 4/0 feeder wires from the generator to the ATS

II. Clarifications :

- **Feeders are being replaced to eliminate any splices in the wires**
- **SPE will provide lifting equipment to remove existing equipment and to install the new generator**
- **Customer will be responsible for filling fuel tank after it has been installed**

III. EXCLUSIONS :

- Utility Company fees
- Diesel Fuel
- Premium or overtime costs.
- Existing conditions that do not meet current NEC codes.

THIS PROPOSAL IS VALID FOR 30 DAYS

The work to be performed is in accordance with the drawings and specifications. Any alterations or deviations from the specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents, strikes, and/or delays beyond our control.

Thank you for your consideration and the opportunity to submit this proposal to you.

Sincerely,

Security Plus Electrical, Inc.

Billy Giddeons
President/General Manager
910-470-7266
billy@spe123.com

Estimate number: 24-084BG 150KW Generator – Provide & install
Approved By: _____ Date: _____

Proposal Terms and Conditions

This proposal was prepared in conformance with the terms and conditions contained in the AIA Document A401 – 1997. Should terms be offered in material conflict with this document, this proposal is subject to changes or revocation.

Contract Documents

This Subcontract consists of all documents provided by Contractor to Subcontractor in connection with the proposal submitted by Subcontractor. A listing of documents are referenced and incorporated herein.

Scope of Subcontracted Work

The scope of Subcontracted work shall be in accordance with this Subcontract and the Contract documents as referenced herein.

Field Conditions

Prior to commencement of work on the Subcontract, Subcontractor shall give Contractor notice of any condition which adversely impacts Subcontractor's performance. The parties shall thereafter, in good faith, enter into such change orders pertaining to the Subcontract as shall reasonably and fairly modify the obligations of the parties under this Subcontract.

Compliance with Schedules

Subcontractor shall comply with such Contractor schedule as has been provided as a Contract document leading to the bid and the Subcontract. Subcontractor shall be allowed the addition of detailed electrical activities, durations and logic ties required in the efficient performance of the electrical work scope, which takes into account the reasonable scheduling needs of Subcontractor. This coordinated schedule shall become the basis for determination of performance or failure to perform. Any subsequent modification of such project schedule shall be in writing and shall be agreed by mutually accepted written change order.

Inspection of Subcontracted Work

Subcontractor shall reasonably cooperate with Contractor and governmental inspectors with respect to the approval of its work in accordance with applicable building codes and compliance with the Contract documents. In the event of governmental rejection of the work performed by Subcontractor, Subcontractor shall take such reasonable remedial action as will result in approval. In the event of reasonable rejection of work performed by Subcontractor as a result of an inspection by Contractor, reasonable redemption of work not in compliance with the Contract documents shall be promptly performed by Subcontractor.

Safety

Subcontractor shall comply with all safety requirements of any applicable governmental authority, including OSHA. In the event the Contractor reasonably determines that Subcontractor is not within such compliance after having given written notice to Subcontractor of the basis of the claim of non-compliance, Contractor may cure the deficiency and deduct the cost thereof from subcontract price if Subcontractor does not correct within a reasonable timeframe. Contractor shall provide all trades with basic OSHA compliance in terms of barricades, access, and safety coordination consistent with industry standards practiced in the Denver area.

Warranty

Notwithstanding any other provision of the Contract Documents or of this eventual Subcontract or any other agreement or communications between Subcontractor and Contractor, Subcontractor's warranty obligations for materials or equipment manufactured by others shall be limited to a pass-through of the warranty obligations of the manufacturer and does not include expendable items such as, but not limited to; lamps, fuses, etc. Subcontractor's workmanship warranty is limited to one year. SUBCONTRACTOR PROVIDES NO MATERIAL WARRANTY SEPARATE FROM THE MANUFACTURER'S WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

Payments

Periodic payments shall be made by Contractor in accordance with the Subcontract agreement without regard to any other agreement(s) between Subcontractor and Contractor. This agreement assumes that retainage withheld from Subcontractor by Contractor shall be no greater than the retainage withheld from Contractor by Owner on account of Subcontractor's Work.

Changes in Subcontracted Work

All changes in subcontracted work shall be in the form of a mutually accepted and written work authorization form. Such written work authorization shall include agreement upon all of the following:

a.) The specific change in the work to be performed;
b.) The amount of the adjustment in Subcontract price, if any; and
c.) The extent of the adjustment and time for performance, if any.

Such change in the Subcontracted work shall not proceed until the above-described work authorization is agreed upon in writing.

Resolution of Disputes

All disputes for claims by and between the Contractor and Subcontractor shall be resolved by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining.

Default and Termination

Should Subcontractor fail to perform the Subcontract work in accordance with the Subcontract, and after seven day's written notice from Contractor fail to cure such default for non-performance, then Contractor may deem Subcontractor to be in default and without limitation on other remedies available at law or in equity and thereupon demand delivery from Subcontractor of all drawings intended for the performance of the Subcontracted work.

In the event of termination of this subcontract, Subcontractor shall receive no further payment of any unpaid portion of the Subcontract price until such time as the Subcontract work is completed, at which time the Subcontractor will be entitled to unpaid balance of Subcontract price less 10 percent for Contractor's overhead.

Indemnity

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section Indemnity.

Insurance

Subcontractor does not endorse or extend waiver of subrogation or hold Subcontractor's insurance coverage as primary.

Design Services

Should Subcontractor perform or participate in electrical design services, the parties agree that all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by Security Plus Electrical, (Electrical Engineering Services) or it's professional service providers and sub consultants shall become proprietary to, and solely for the exclusive use of Security Plus Electrical, Inc. Security Plus Electrical is not insured or structured to offer design services and support to any other electrical installation firm(s) and cannot allow the distribution of the referenced design concept(s) or media to any other electrical contracting firm for any reason.

Coates Electric of Wilmington,Inc
P.O. Box 10461
Wilmington, NC 28404
Phone: 910-791-8600
Fax: 910-686-6330

Bid Proposal

6/11/2024

TO:
Pender County Government
965 Penderlea Highway
Burgaw, NC

JOB:
Pender County Sherriffs Office
Burgaw NC
Bid Date: 6/11/2024

WORK DESCRIPTION: Remove existing generator demo existing concrete slab. Install new concrete slab and new 150 kw generator. Repull feeder wire to ATS.

We will supply and install all materials, labor and equipment as per drawings, specifications and addenda inclusive for the total amount of **$136,200.00.**

General Conditions

1. All applicable taxes are included in our submission.

2. The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.

3. Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.

4. The contractor shall not be liable for indirect loss or damage.

5. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.

6. If a formal contract is required, its conditions must not deviate from this proposal without contractors permission

7. Anything (verbal or written), express or implied elsewhere, which is contrary to these conditions shall be null and void.

Respectfully,

Rodney Coates,
Coates Electric of Wilmington,Inc

Accepted by: _____

Print Name: _____
Pender County Government

Pender County
Re-appointment to the Advisory Board of Health

TO:	Board of County Commissioners
FROM:	Lexi Stanfield
DATE:	July 15, 2024
SUBJECT:	Re-appointment to the Advisory Board of Health

SUMMARY:
Frank Perez has applied for reappointment to the Advisory Board of Health for the public member position. Mr. Perez has served on the board for one term and is eligible for reappointment. He has a good attendance record and is recommended for the board. Should the Board vote to reappoint him, his new term would begin July 1, 2024, and expire on June 30, 2027.

ACTION REQUESTED:
Consideration of reappointment of Frank Perez to the Advisory Board of Health

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

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

APPLICANT INFORMATION			
Last Name PEREZ	First FRANCISCO	M.I.	Date 6/6/2024
Physical Address 208 DORAL DRIVE		Apartment/Unit #	
City HAMPSTEAD	State NC	ZIP 28443	
Mailing Address (if different from above)			
City	State	ZIP	
Home Phone 910-200-1924	Work Phone	E-mail Address 1	
Fax Number		E-mail Address 2	
Board Interest(s) BOARD OF HEALTH			
How long have you been a resident of Pender County? 25 YEARS			

EDUCATION							
High School HAVANA HIGH					Location		
From		To		Did you graduate?	YES ☐	NO ☐	
College					Location		
From		To		Did you graduate?	YES ☐	NO ☐	Degree
Other					Location		
From		To		Did you graduate?	YES ☐	NO ☐	Degree

EMPLOYMENT HISTORY			
Current Employment	RETIRED	Job Title	
Responsibilities			
Previous Employment	US GOVERNMENT	Job Title	IMMIGRATION INSPECTOR
Previous Employment	WBPD	Job Title	POLICE OFFICER
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

DEPARTMENT OF SOCIAL SERVICES - (CHAIRMAN)
MARINE FISHERIES COMMISION (COMMISIONER)

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
✓		CHAIRMAN – DEPARTMENT OF SOCIAL SERVICES

State reasons why you feel qualified for this appointment(s):

THE YEARS LIVING IN PENDER COUNTY AND INVOLVENT IN THE COMMUNITY.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES	NO	If yes, explain.
	✓	

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

YES	NO	If yes, list family member name(s) and position/board or committee(s).
	✓	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

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

Signature	Date
Francine Perry	June 6 24

Pender County
Appointment to the Surf City Planning Board

TO:	Board of County Commissioners
FROM:	Lexi Stanfield
DATE:	July 15, 2024
SUBJECT:	Appointment to the Surf City Planning Board

SUMMARY:
The Town of Surf City is asking the Board to consider appointing Gregory Kane to the Surf City Planning Board as their ETJ member. The Town of Surf City passed a resolution on June 4, 2024, finding Mr. Kane qualified for the appointment and approving his application upon approval of the Board of Commissioners.

ACTION REQUESTED:
Consideration of Appointing Gregory Kane to the Town of Surf City's Planning Board as their ETJ member.

SURF CITY

NORTH CAROLINA

RESOLUTION No. 2024-13

RESOLUTION TO APPOINT GREGORY KANE AS ETJ PLANNING BOARD MEMBER

WHEREAS: May 7, 2024, Gregory Kane filed an application with the Clerk's office for appointment to the Surf City Planning Board; and

WHEREAS: Mr. Kane resides at 117 Heron Cove Rd., Surf City, NC; within the Surf City ETJ; and

WHEREAS: the Surf City Town Council finds Mr. Kane a qualified candidate for appointment to the Surf City Planning Board; and

WHEREAS: the Surf City Town Council request the Pender County Board of Commissioners review Mr. Kane's application for residency requirements and approve his appointment to the Surf City Planning Board; and

THEREFORE IT BE RESOLVED:

by the Surf City Town Council that it hereby formally request the Pender County Board of Commissioners approval of Gregory Kane to the Surf City Planning Board.

This resolution is adopted this the 4th day of June 2024.

Teresa B. Batts

Teresa B. Batts, Mayor

Attest: Carla P. Citarelli

Carla P. Citarelli, Town Clerk

CANDIDATES REQUEST FOR APPOINTMENT
ADVISORY BOARDS AND COMMITTEES
TOWN OF SURF CITY

Board/Committee: Planning Board
Applicant Name: Gregory Kane
Home Address: 117 Heron Cove Rd, Hampstead NC TEL: 717-658-5609
Business Address: _____ TEL: _____

Do you live within the Corporate limits of Surf City? ☒ yes ☐ no

How long have you been a resident in Surf City? 13 years

Education and Employment Information

High School: Chambersburg Area High School
Year Graduated: 1977

Institution Name: _____
Year Graduation: _____
Major: _____

Current Employer: Retired
Title/Position: _____
Duties: _____

Current membership in organizations and offices held:
none

Past organizational membership and offices held:
Local Kiwanis

Do you anticipate a conflict of interest by serving as a member of a Board or Committee? no

If yes, explain:

Do you possess subject matter education, training, and/or experience for the Board or Committee for which you are applying? If yes, explain below

As the builder of my current house that sits in the ETJ area of Surf City, I am familiar with the codes and permits required. I also have some knowledge on what it means to reside in the ETJ and it's relationship with Surf City and it's governing body.

If no, state reasons why you feel qualified for this appointment.

NOTE:

This information will be used by the Town Council in making appointments to Boards and Committees. In the event you are appointed, some information may be used as a news release to identify you to the community.

Mail completed form: Town of Surf City Attn: Town Clerk P.O. Box 2475 Surf City, NC 28445	Email completed form: clerk@surfcitync.gov Fax completed form to 910-328-4132

Gregory Kane

NAME

05/09/2024

DATE

Pender County
County Commissioner Appointment to the Tourism Development Authority

TO:	Board of County Commissioners
FROM:	Lexi Stanfield
DATE:	July 15, 2024
SUBJECT:	County Commissioner Appointment to the Tourism Development Authority

SUMMARY:
The Tourism Development Authority has a commissioner seat vacancy following the departure of the previous District 2 commissioner. The Board will need to appoint a new member to that board.

Pender County
SUP 2024-45: Revision to an existing Special Use Permit that permitted a Community Boating Facility in the the Long Point Estates neighborhood within the Topsail Township

TO:	Board of County Commissioners
FROM:	Justin Brantley
DATE:	July 15, 2024
SUBJECT:	SUP 2024-45: Revision to an existing Special Use Permit that permitted a Community Boating Facility in the the Long Point Estates neighborhood within the Topsail Township

SUMMARY:
Long Point Estates HOA, Inc., applicant and owner, is requesting the approval of a revision to a previously issued Special Use Permit (Case SUP 2023-44). The previous Special Use Permit allowed the expansion of a community boating facility, which included the addition of new dock with five boat slips bringing the total number of boat slips on site to ten. The revision seeks to allow a limited number of Hammock Watch and Greystone residents to utilize the Long Point Estates community boat ramp. The use is proposed on approximately 1.97 acres within the RP, Residential Performance zoning district.

The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000.

ACTION REQUESTED:
Hold a public hearing and consider the request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. Overview of Communities
6. Attachment 1: SUP 2023-44 Board Order
7. Attachment 2: Memorandum of Understanding

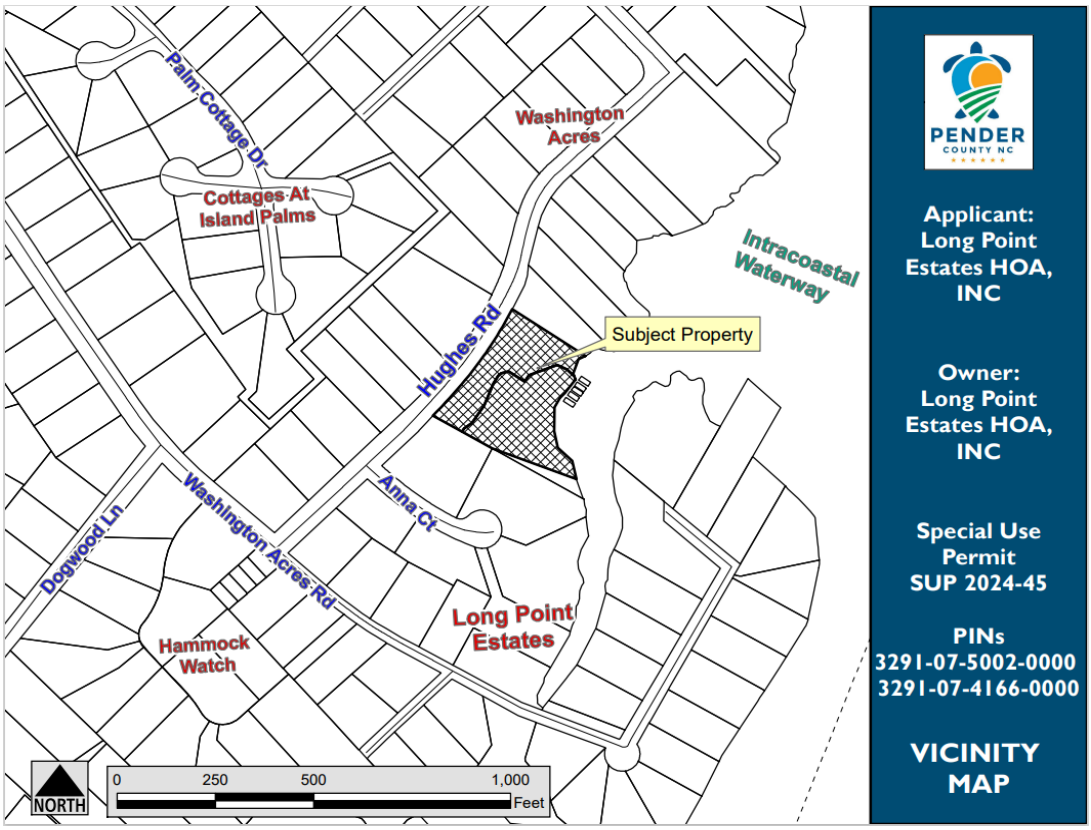
8. Attachment 3: Boat ramp rules and permit
9. Attachment 4: SUP Approval and Revocation Procedures

STAFF REPORT FOR SUP 2024-45
SPECIAL USE PERMIT REVISION APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2024-45 (Revision to SUP 2023-44)
Hearing Date	July 15th, 2024 Board of County Commissioners
Applicant	Long Point Estates HOA, Inc.
Property Owners	Long Point Estates HOA, Inc.
Parcel Identification Numbers	3291-07-5002-0000 3291-07-4166-0000
Acreage	1.97
Township	Topsail
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Coastal Residential

SPECIAL USE PERMIT PROPOSAL
Long Point Estates HOA, Inc., applicant & owner, is requesting the approval of a revision to a previously issued Special Use Permit (Case SUP 2023-44). The previous Special Use Permit allowed the expansion of a community boating facility, which included the addition of new dock with five boat slips bringing the total number of boat slips on site to ten. The revision seeks to allow a limited number of Hammock Watch and Greystone residents to utilize the Long Point Estates community boat ramp. The use is proposed on approximately 1.97 acres within the RP, Residential Performance zoning district.
LOCATION
The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000.

Below: Vicinity Map



SPECIAL USE PERMIT PROPOSAL AND BACKGROUND

The applicant is seeking to revise a previously issued Special Use Permit (Case SUP 2023-44) to allow residents of the Hammock Watch and Greystone communities to utilize an existing community boating facility, specifically the boat ramp, in the Long Point Estates Community. Special Use Permit Case SUP-2023-44 was approved on December 4th, 2023 and allowed the addition of a new pier and dock that consisted of five boat slips. This brought the total number of boat slips on-site to ten. According to the applicant, this was to accommodate the five remaining homeowners within the Long Point Estates Community without access to the waterway.

Currently ten boat slips are in place as well as a boat ramp. Currently the applicant is seeking to allow limited residents of the nearby Hammock Watch and Greystone communities to utilize the boat ramp on the property. See attached **Application, Project Narrative, site plan, and illustrations of the communities in question** in the Board's Packet. Also, see the Board Order from the previous Special Use Permit Approval as **Attachment 1**.

The initial five boat slips were established in 2009 prior to the adoption of the current Pender County Unified Development Ordinance (UDO). Under the current UDO, the additional 5 slips were approved. Under the previous Pender County Zoning Ordinance, a private pier consisting of 5 or fewer boat slips was allowed by right without special approval. Under today's ordinance Community Boating Facilities are defined as follows:

COMMUNITY BOATING FACILITY: A private, nonprofit boating facility with navigable water frontage which includes a dock, pier, and/or launching ramp which is intended to serve five (5) or more residential units. Must be owned/controlled by a Homeowners Association (HOA) or any type of development association or collective owners group where more than one family has privileges to use facility. Commercial activities of any kind, including commercial letting of slips to parties that are not residents of the association or development, shall be prohibited.

In addition, Section 5.3.12, Miscellaneous Uses, of the UDO provides additional limitations for the proposed uses in Part C as follows:

C. Community Boating Facility

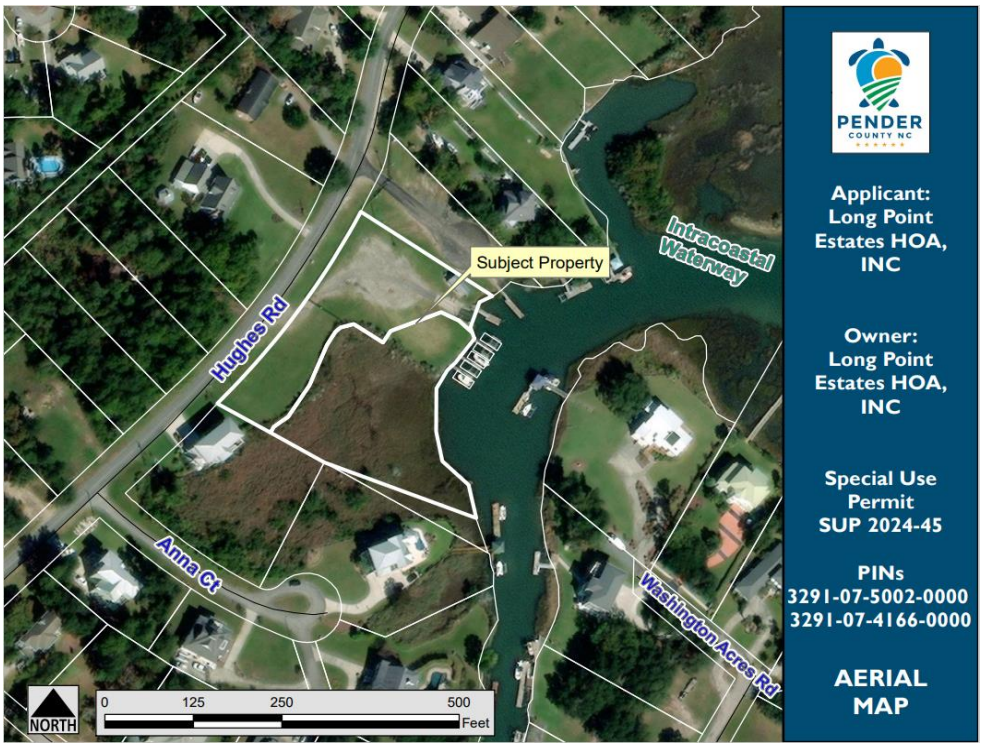
1) Must serve five (5) or more residential units and may include a dock, pier, ramp, or launching pad.

2) No commercial activities of any kind shall be allowed within the confines of the facility.

3) Approved Special Use Permits are required in all zoning districts unless the proposed facility is illustrated in conjunction with a development which requires a master development plan. Sufficient detail must be provided on the master plan to allow the Planning Board to make an informed decision on the facility's impacts to the surrounding properties throughout the public hearing process.

Under the current UDO, Community Boating Facilities are required to be included as part of an approved Master Development Plan or are obtained through the Special Use Permit process where allowed. The UDO provides that any type of development association or collective owners group can qualify to use a Community Boating Facility. A Memorandum of Understanding between Long Point Estates, Hammock Watch, and Greystone is provided as **Attachment 2**. Also, see **Attachment 3** for rules of the usage of the boat ramp and proposed permit for users.

Below: Aerial Map



Below: Applicant's Site Plan

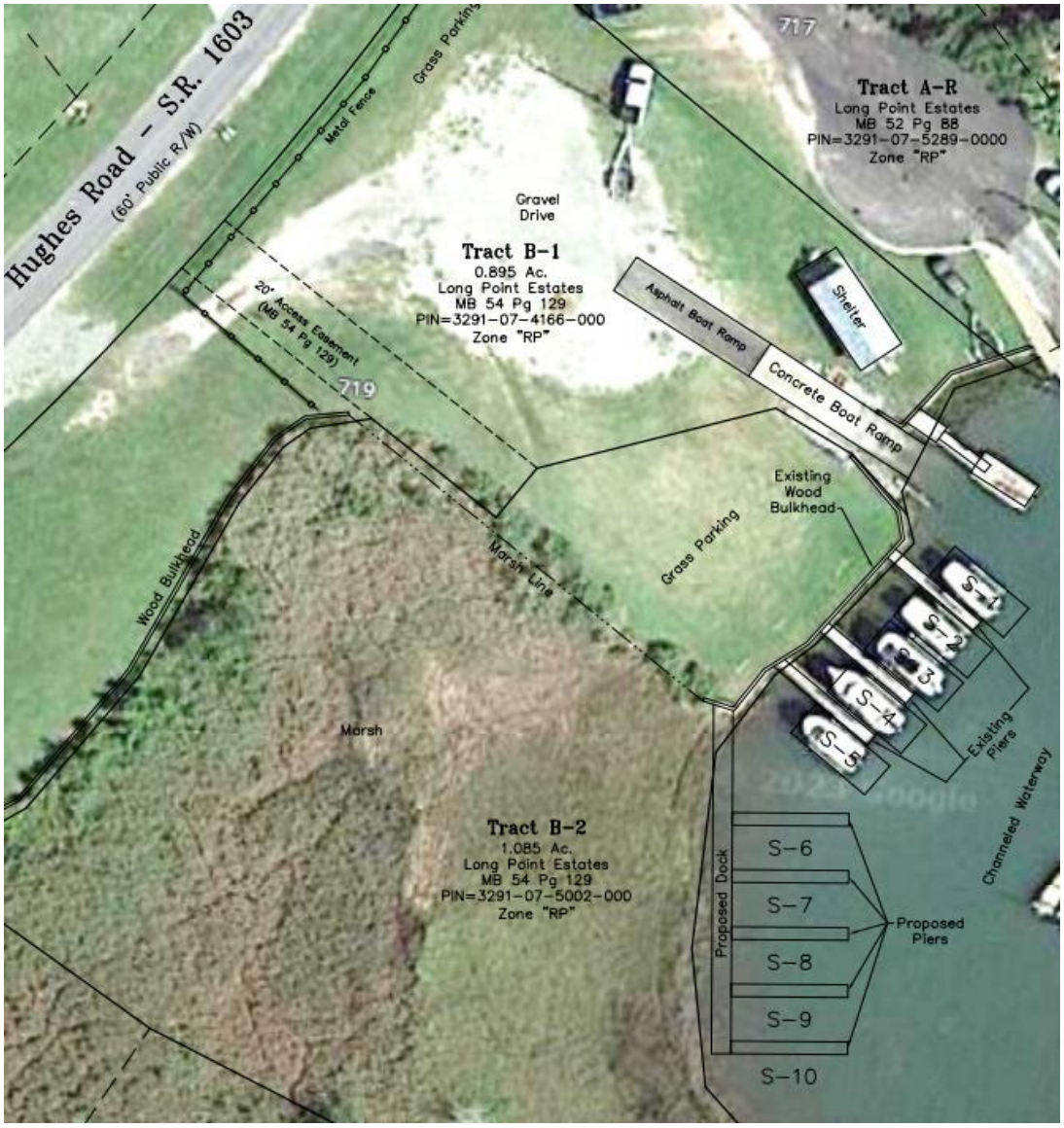


Figure 1: Previously Proposed Dock and Approved Piers now constructed.

Hours of Operation
No specific hours of operation are proposed.

Access
The site is accessed using Hughes Road. As an addition to an already established private pier and boat ramp, there should be no need for additional access points. However, emergency vehicle access will be assessed to ensure adequate ingress/egress is available.

Traffic

A Traffic Impact Analysis (TIA) is not anticipated as the proposed use is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. Any required road improvements would be constructed to NCDOT standards. Based on the trip generation of the 11th Edition ITE Trip Generation Manual, a TIA review is not required.

No traffic counts are available in the vicinity of the subject properties. The boat slips will be limited to the use of residents within Long Point Estates with the boat ramp to be utilized by limited residents of the Hammock Watch and Greystone communities, therefore there will likely be no substantial increase in traffic. However, it is important to note that this facility is within walking or biking distances of nearby residences that utilize said facilities.

Estimated Vehicular Trip Counts

Land Use (ITE Code)	Intensity	Unit	24 Hour Volumes	Saturday Peak Hour Trips	Sunday Peak Hour Trips
Existing: ITE 420 Marina	5	Berths	12	1	2
Proposed: ITE 420 Marina	10	Berths	24	2	3
		Total	+12	+1	+1

Signage
Signage is not being proposed currently. Any proposed signage shall be required to be in conformance with the standards outlined in Article 9 of the Unified Development Ordinance.

Utilities
According to the applicant, the property is located on an improved public road with sufficient access to the site. There is also sufficient infrastructure currently in place to accommodate the proposed low intensity use of the existing residential boating facility.

Landscaping and Buffers
No new facilities are proposed. Furthermore, additional vegetative screening would obscure water views of nearby residences.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does contain Areas of Environmental Concern along the waterway (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Basis for Granting SUP
Approval and revocation procedures for Special Use Permits are in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. **See Attachment 4.**

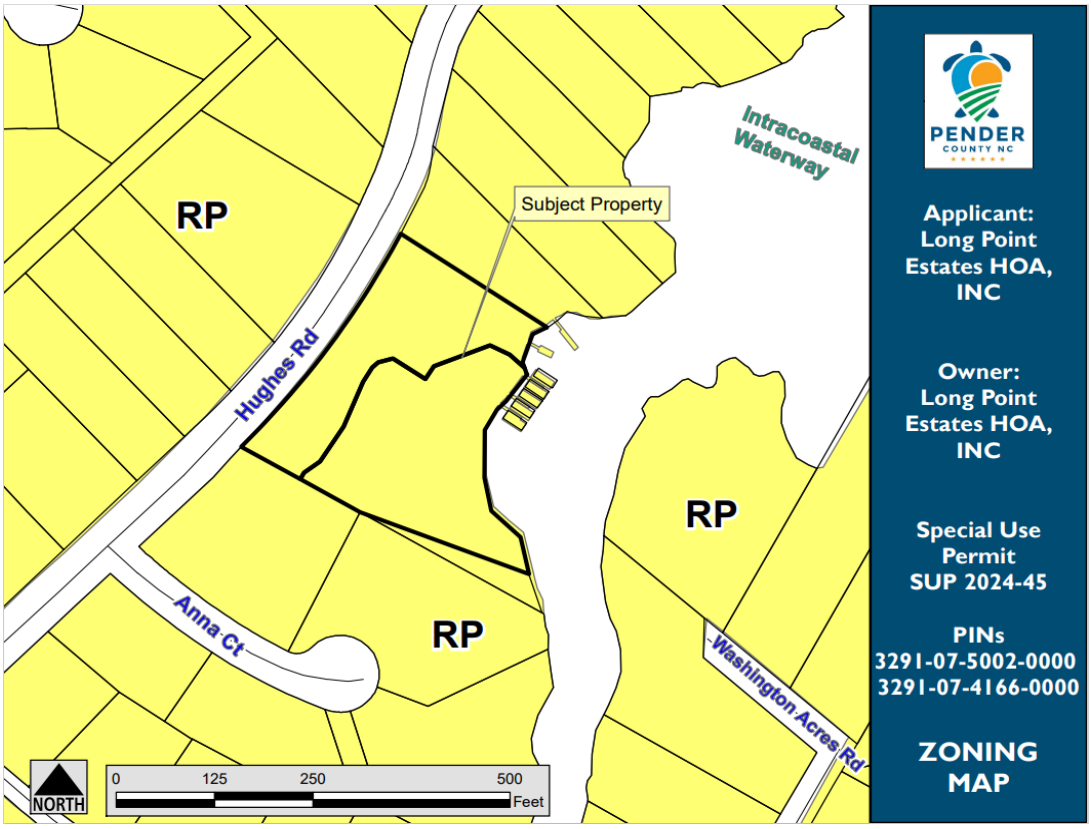
Zoning and Existing Land Use in Area
There is currently one picnic shelter/pavilion on site as well as a boat ramp and an existing dock with five boat slips. Much of the immediately surrounding area consists of single-family residential uses, as well as a boat ramp serving another community directly to the north.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Boat Ramp	RP, Residential Performance
East	Residential, Waterway	RP, Residential Performance
South	Residential	RP, Residential Performance
West	Residential, Vacant	RP, Residential Performance

Unified Development Ordinance Compliance
The subject property is zoned RP, Residential Performance zoning district and according to Section 5.2.3, Table of Permitted Uses, of the UDO, a Community Boating Facility is permitted in this zoning district via Special Use Permit.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Community Boating Facility		SD	**SD**	SD	SD	SD					

Below: Zoning Map of the Area



Pender 2.0 Comprehensive Land Use Plan Compliance

The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Coastal Residential. Supporting the County's coastal character and natural habitat is a top priority for Pender County residents. To more appropriately preserve the County's coastal character, the Coastal Residential future land use category is established. Coastal residential land uses are located east of the US 17 corridor and generally within a half-mile of estuarine waters such as coastal creeks and the Intracoastal Waterway. Appropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private). Unencumbered access to public trust coastal waters and maximum development setback from the shoreline is highly encouraged. Clustering of new communities is encouraged. To support adjacent coastal surface water quality, low impact development (LID) is encouraged. In general, lots should maximize pervious surfaces. Tree preservation and mitigation is required for stormwater purposes and as a means of preserving the coastal habitat. Development density within this category is three dwelling units an acre or less. Water and sewer service are typically available in these areas.

Desired Uses:

- Single-family dwellings – detached
- Recreation, parks, and open space

Inappropriate Uses:

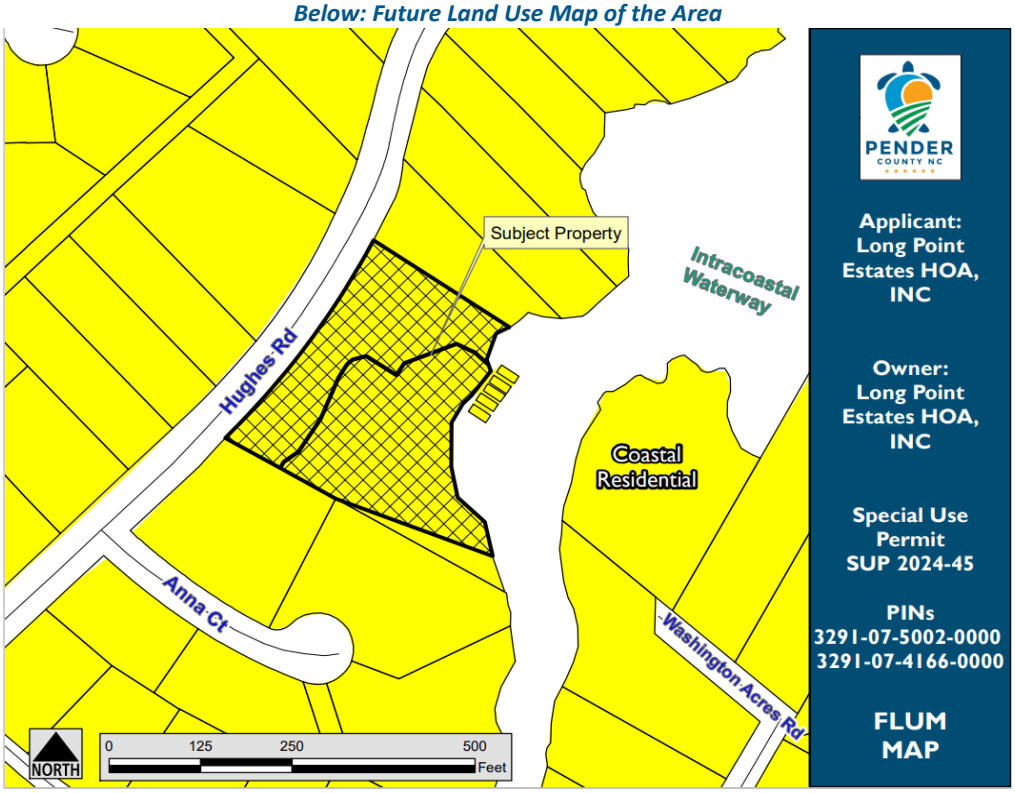
- Single-family dwellings – attached
- Multi-family residential uses
- Commercial, office, and institutional development
- Industrial development

Transportation Infrastructure:

- Automobile: Collector (local, minor) and local roads
- Pedestrian: 5 foot sidewalks
- Cyclist: bicycle lanes and multi-use paths

Planning staff finds the proposed request to be **consistent** with the Future Land Use Map (FLUM) classification for the property as it is designated Coastal Residential. The proposed revision to the previously issued Special Use Permit falls under the desired use of recreation, parks, and open space.

Below: Future Land Use Map of the Area



The request was found to be consistent with the following policies which support the request as the proposed use is considered an expanded amenity to an existing residential community.

> **Policy 5.1.X: Coastal Residential Development:** The County supports the protection of existing coastal single-family residential neighborhoods and property values by encouraging low-impact development principles, impervious coverage thresholds, public trust access, and preservation of tree canopy.
>
> **Policy 5.1.HH: Recreational Development:** The County encourages and supports expansion and preservation of public and private recreational lands.

The proposed recreational use is consistent with the above policies and future land use designation as it is intended to increase water access for residents of the Long Point Estates, Hammock Watch and Greystone communities.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project.

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

SUP 2024-45

Application

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. _____ **Pre-submittal Meeting**
   Date of Meeting 5/29/24
2. _____ **Signed Application**
3. _____ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. _____ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. _____ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. _____ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. _____ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. _____ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Terry Williams Date 06/07/24

Printed Name Terry Williams, Secretary for LPE, HOA, Inc Staff Initials: JB
Date: 6/24/24

Pender County
Planning and Community Development

Planning Division
805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP 2024-45	**Date**	06/10/2024
Application Fee	$ 300.00	**Invoice Number**	00041043
Pre-Application Conference	05/24/2024	**Hearing Date**	7/15/2024

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Long Point Estates HOA, Inc.	**Owner's Name:**	Long Point Estates HOA, Inc.
Applicant's Address:	PO Box 12051	**Owner's Address:**	PO Box 12051
City, State, & Zip	Wilmington, NC 28405	**City, State, & Zip**	Wilmington, NC 28405
Phone Number:	910-508-7476 (c/o Applicant/Owner's Attorney Matt Nichols)	**Phone Number:**	910-508-7476 (c/o Applicant/Owner's Attorney Matt Nichols)
Email Address:	matt@mattnicholslaw.com	**Email Address:**	matt@mattnicholslaw.com
Legal relationship of applicant to landowner:	Same		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3291-07-5002-0000 3291-07-4166-0000	**Total property acreage:**	Approx. 1.97 acres
Zoning Classification:	RP	**Acreage to be disturbed:**	N/A, use existing boat ramp and parking facilities
Water Provider:	NA	**Wastewater Provider:**	NA
Project Address:	719 Hughes Road.	**NAICS Code:**	713990
Description of Project Location:	Off Hughes Road in Hampstead, Pender County, North Carolina on Mill Creek		
Describe activities to be undertaken on project site:	Proposal to allow owners of lots in Hammock Watch and Graystone subdivisions to use Long Point Estates HOA's existing boat ramp and parking facility pursuant to a Community Boating Facility Special Use Permit.		

SECTION 3: SIGNATURES			
Applicant's Signature	Terry Williams	**Date:**	06/07/24
Applicant's Printed Name:	Terry Williams,Secretary for Long Point Estates HOA, Inc.	**Date:**	06/07/24
Owner's Signature	Terry Williams	**Date:**	06/07/24
Owner's Printed Name:	Terry Williams, Secretary for Long Point Estates HOA, Inc.	**Date:**	06/07/24

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

SUP 2024-45

Narrative

Project Narrative:

The Applicant/Property Owner, Long Point Estates HOA, Inc., is requesting a Special Use Permit in order to allow its existing community boat ramp and parking facility to be shared with two neighboring/nearby HOAs, Hammock Watch HOA and Graystone HOA.

On December 4, 2023, the Pender County Board of Commissioners approved Long Point Estates HOA's Special Use Permit request for a community boating facility to add five additional boat slips to Long Point Estates HOA's community dock. (Pender County SUP 2023-44). With this recent SUP approval in December 2023, all lots in the Long Point Estates HOA now have or will have a boat slip upon completion of the community dock expansion. Because all Long Point Estates HOA member now have either their own private docks or a boat slip at the Long Point Estates HOA community boating facility, Long Point Estates HOA existing community boat ramp—which is one of the few boat ramps (public or private) in this part of the County—is underutilized. Many residents in the area surrounding Long Point Estates have boats but do not have direct access to the water. Water/boating access for many residents in this area is achieved by towing a boat to a public boat ramp, either north or south along Highway 17.

The proposal to allow a limited number of Hammock Watch HOA and Greystone HOA residents to share in the use of the Long Point Estates HOA, Inc.'s community boat ramp presents an excellent opportunity to better utilize the existing boat ramp facility for the benefit of other area residents, reduce the number of boat-trailering trips along Highway 17, and reduce the demand on public boat ramps in the area.

The proposed use is consistent with the surrounding coastal area. The property adjacent to the north contains another community boat ramp and parking area (Washington Acres). The proposed SUP would not change or add any structures or change any use of the existing community boating facility. Long Point Estates HOA proposes to limit the number of additional users within the Hammock Watch HOA and Graystone HOA to a total of 40.

This site has direct access off of Hughes Road, which is an improved public secondary road. The Applicant Long Point Estates HOA's property consists of two adjacent parcels totaling approximately 1.97 acres with approximately 370 feet of combined shoreline along Mill Creek. As the proposed special use only pertains to the existing boating facility, it will not require additional water or sewer facilities.

Special Use Permit Criteria:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;

The existing facility is a Community Boating Facility as defined in the Pender County UDO. Community Boating Facility is a use permitted by Special Use Permit in the RP district as illustrated in UDO Sec. 5.2.3 *Table of Permitted Uses.* The Applicant HOA already has an approved SUP for the existing facility and the current use.

2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;

The proposed special use is entirely consistent with what currently exists in this location. Both adjacent properties have water and boat access structures. The property to the north has a boat ramp and parking for a different HOA (Washington Acres) and the property to the south contains the pier/dock structure belonging to Long Point Estates HOA. The subject property has a long shoreline with ample room to accommodate the existing and proposed uses. The proposed use will not interfere with any other properties. The propose use will benefit the Hammock Watch HOA and Graystone HOA communities by allowing a direct water/boating access opportunity in close proximity to their homes.

3) The proposed use shall not constitute a nuisance or hazard;

The use of the proposed facility will be a continuation of its current customary and historic use. Subject to the Board of Commissioners' approval and conditions, the proposed SUP would accommodate up to 40 additional users from the Graystone and Hammock Watch HOAs. The proposed use will not create a nuisance or a hazard. The proposed use will reduce the number of boat-trailering trips on Highway 17 by allowing the Hammock Watch HOA and Graystone HOA communities a direct water/boating access opportunity in close proximity to their homes.

4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;

The subject property is classified Coastal Residential on the Future Land Use map. The Pender County 2.0 Comprehensive Land Use Plan ("Comprehensive Plan") states that in Coastal Residential areas "[a]ppropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private)." (Comprehensive Plan pg. 5-23). It further lists among the desired uses for this designation "[r]ecreation, parks, and open space". The proposal is consistent with this designation because it allows residents in Graystone and Hammock Watch to have better access to water-based recreation opportunities.

5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;

The property is located on an improved public road with sufficient access to the site. Sufficient infrastructure is currently in place to accommodate the low-intensity use.

6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;

As the proposed use is limited to residents within the Long Point Estates, Hammock Watch and Graystone HOAs, no significant traffic impacts are anticipated. The proposed use will reduce the number of boat-trailering trips on Highway 17 for residents that would otherwise be seeking water/boat access via the public boat ramps in the area. The existing access off Hughes Road is sufficient for the proposed low-intensity use and expansion of the existing residential boat docking facility.

7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and

The special use will conform with all applicable regulations of the RP District. Additionally, the proposed use will meet the supplemental requirements listed in UDO Sec. 5.3.12.D specific to Community Boating Facilities as follows:

C. Community Boating Facility

1) Must serve five (5) or more residential units and may include a dock, pier, ramp, or launching pad.

The proposed use serves and would serve more than five residential units.

2) No commercial activities of any kind shall be allowed within the confines of the facility.

There are no proposed commercial activities proposed. The use of the boating ramp would be restricted to Long Point Estates residents and up to 40 residents of the Hammock Watch and Graystone neighborhoods under a shared use agreement.

3) Approved Special Use Permits are required in all zoning districts unless the proposed facility is illustrated in conjunction with a development which requires a master development plan. Sufficient detail must be provided on the master plan to allow the Planning Board to make an informed decision on the facility's impacts to the surrounding properties throughout the public hearing process.

8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

The proposed use will have no adverse impact on surrounding uses. To the contrary, the proposed use will complement surrounding uses and will enhance the community by

offering residents of Graystone and Hammock Watch additional opportunities for water-based recreation consistent with the general area. The proposed use is consistent with the surrounding coastal area and properties and promotes recreational opportunities for single-family residential communities consistent with the Comprehensive Plan. The property to the north consists of a boating ramp and parking facility for Washington Acres HOA. The parcel to the south of the boat ramp/parking parcel is owned by the Applicant HOA and contains the Long Point Estates HOA's community pier and dock. The Subject Property has a long shoreline with ample room to accommodate the special use.

SUP 2024-45

Site Plan

CERTIFICATE OF ACCURACY & MAPPING

I, Paul D. Talbot, certify that this plat was drawn under my supervision from previously recorded information (deed descriptions or noted and referenced); that the boundaries are not surveyed; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 2nd day of August, A.D., 2021.

This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales

Paul D. Talbot P.L.S. L-4089

NOTES:

1.) Boundary information taken from Map Book 36 Page 47, Map Book 48 Page 123, Map Book 52 Page 68, Map Book 54 Page 123.

2.) This map is drawn to show the proposed boat slips for Long Point Estates HOA, Inc and is for illustrative purposes only.

PARCEL IDENTIFIER CERTIFICATE

Parcel identifiers have been issued for or parcels shown on this plat.

Tax Supervisor

Date

Parcel #: 3291-07-5003-0000

REVIEW OFFICER CERTIFICATE

I, _____, Review Officer of Pender County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date

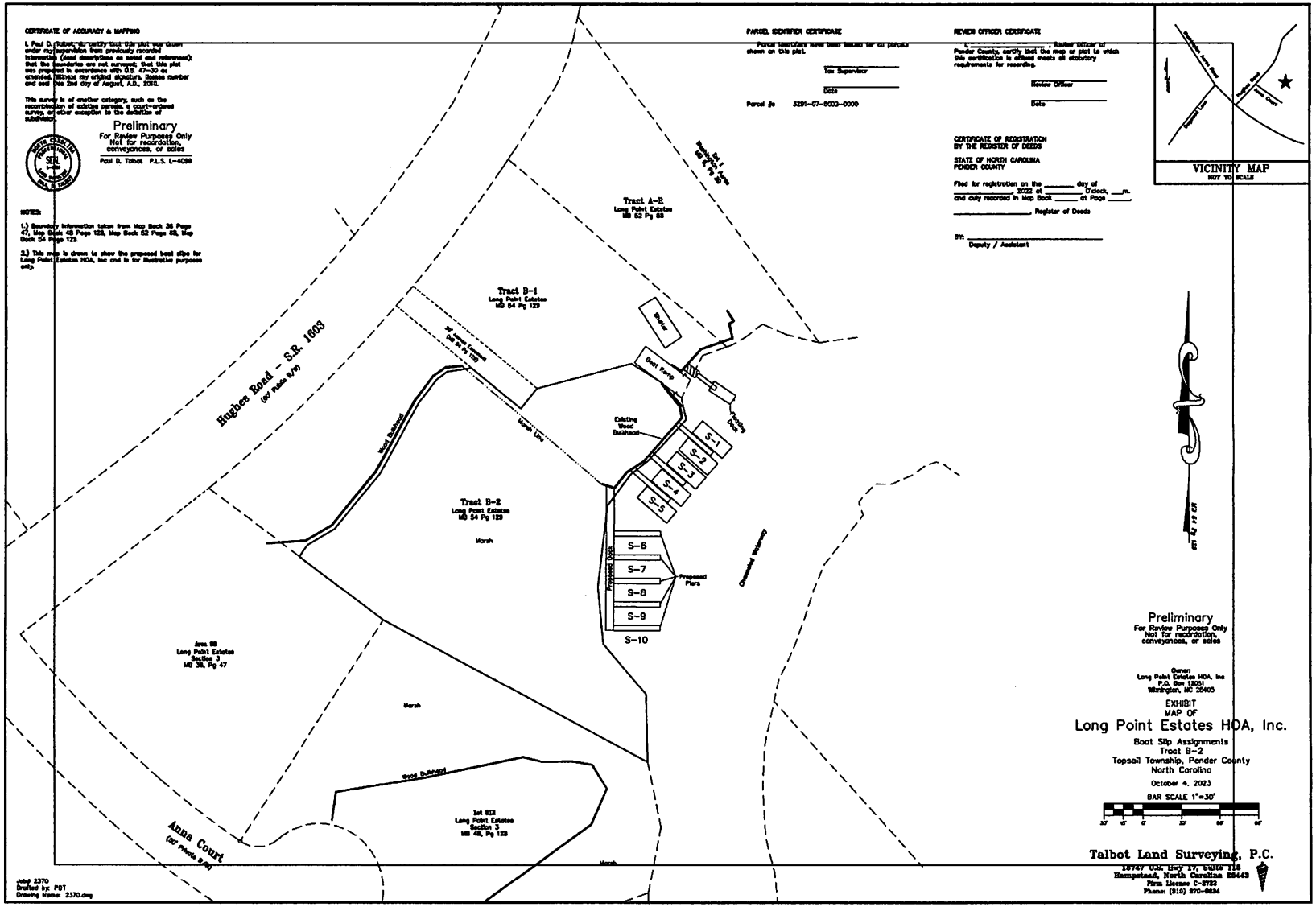
CERTIFICATE OF REGISTRATION BY THE REGISTER OF DEEDS

STATE OF NORTH CAROLINA
PENDER COUNTY

Filed for registration on the _____ day of _____, 2022 at _____ O'clock, ___m. and duly recorded in Map Book _____ at Page _____

_____ Register of Deeds

BY: _____
Deputy / Assistant



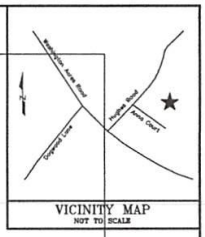
Job# 2370
Drafted by: PDT
Drawing Name: 2370.dwg

NOTES:

1.) Boundary information taken from Map Book 36 Page 47, ~~Map Book 48 Page 128, Map Book 52 Page 50,~~ Map Book 54 Page 129.

2.) This map is drawn to show the proposed boat slips for Long Point Estates HOA, Inc and is for illustrative purposes only.

Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales



VICINITY MAP
NOT TO SCALE

Preliminary
For Review Purposes Only
Not for recordation, conveyances, or sales

Owner:
Long Point Estates HOA, Inc
P.O. Box 12051
Wilmington, NC 28405

EXHIBIT
MAP OF
Long Point Estates HOA, Inc.

Boat Slip Assignments
Tract B-2
Topsail Township, Pender County
North Carolina

November 13, 2023

BAR SCALE 1"=30'

Talbot Land Surveying, P.C.
16747 U.S. Hwy 17, Suite 118
Hampstead, North Carolina 28443
Firm License C-2722
Phone: (910) 270-9824

Job# 2370
Drafted by: PDT
Drawing Name: 2370.dwg

Pender County

June 7, 2024

1:1,604

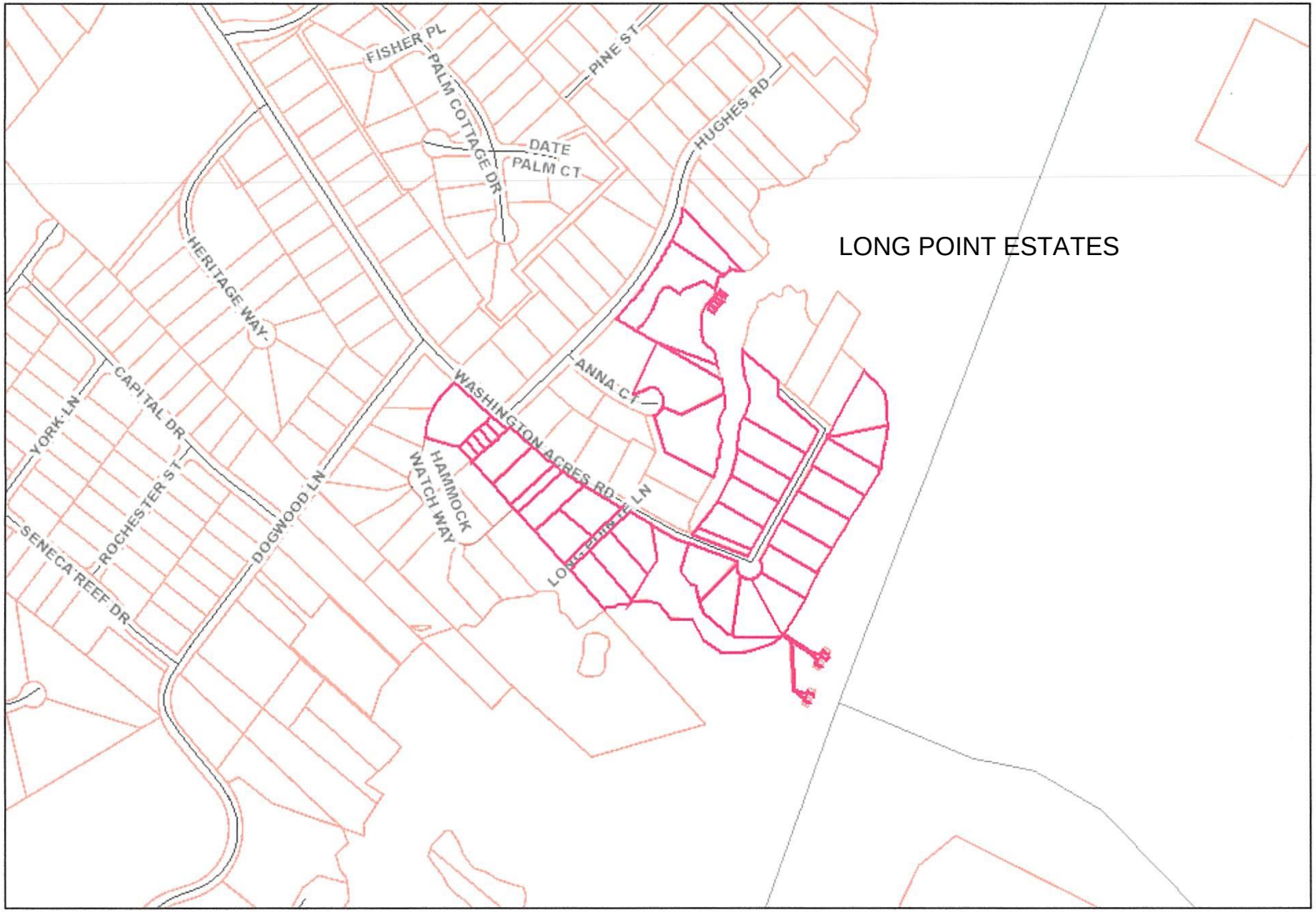
0 0.0125 0.025 0.05 mi

0 0.02 0.04 0.08 km

SUP 2024-45

Communities Overview

Pender County



June 7, 2024

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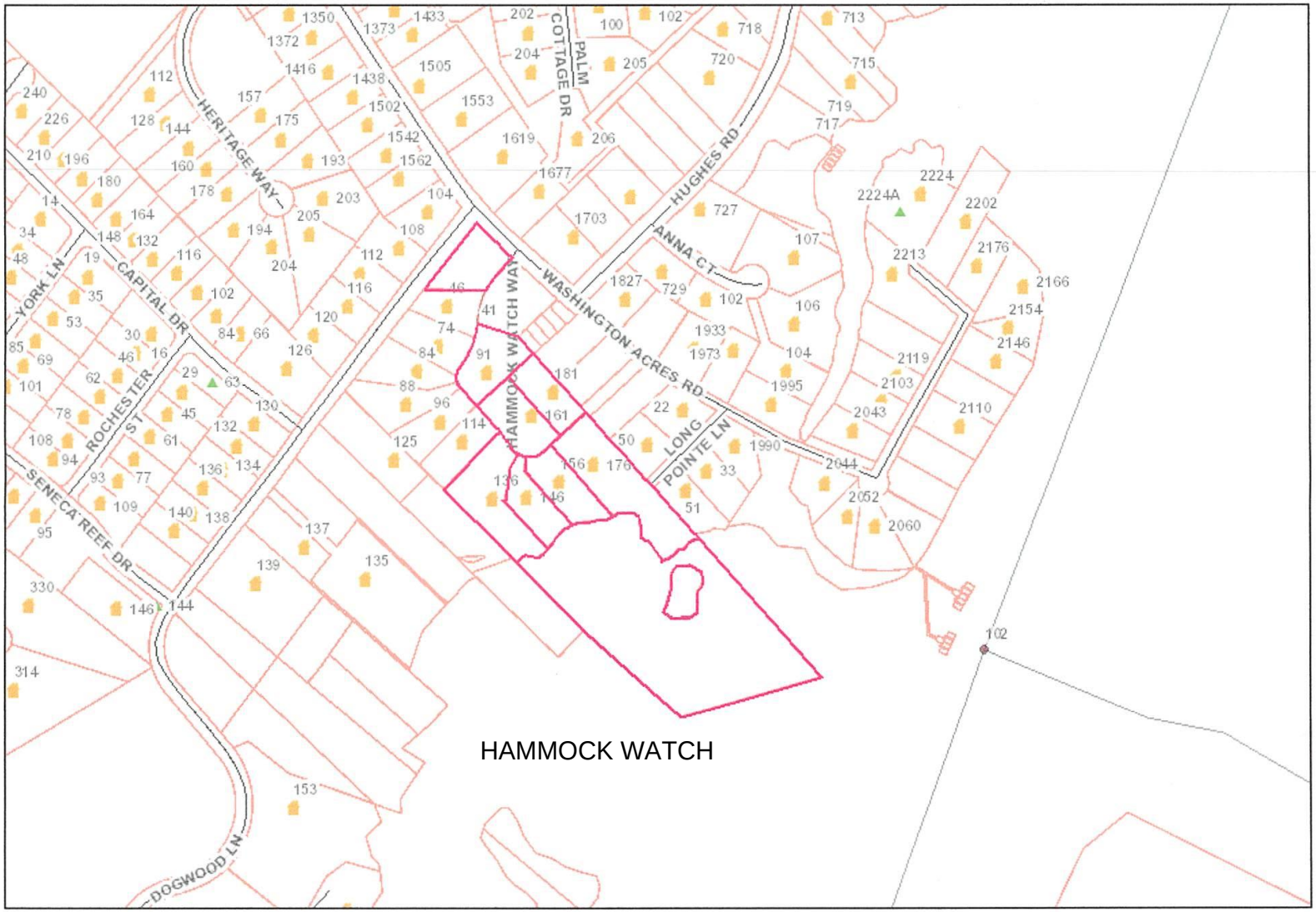
Pender County



June 7, 2024

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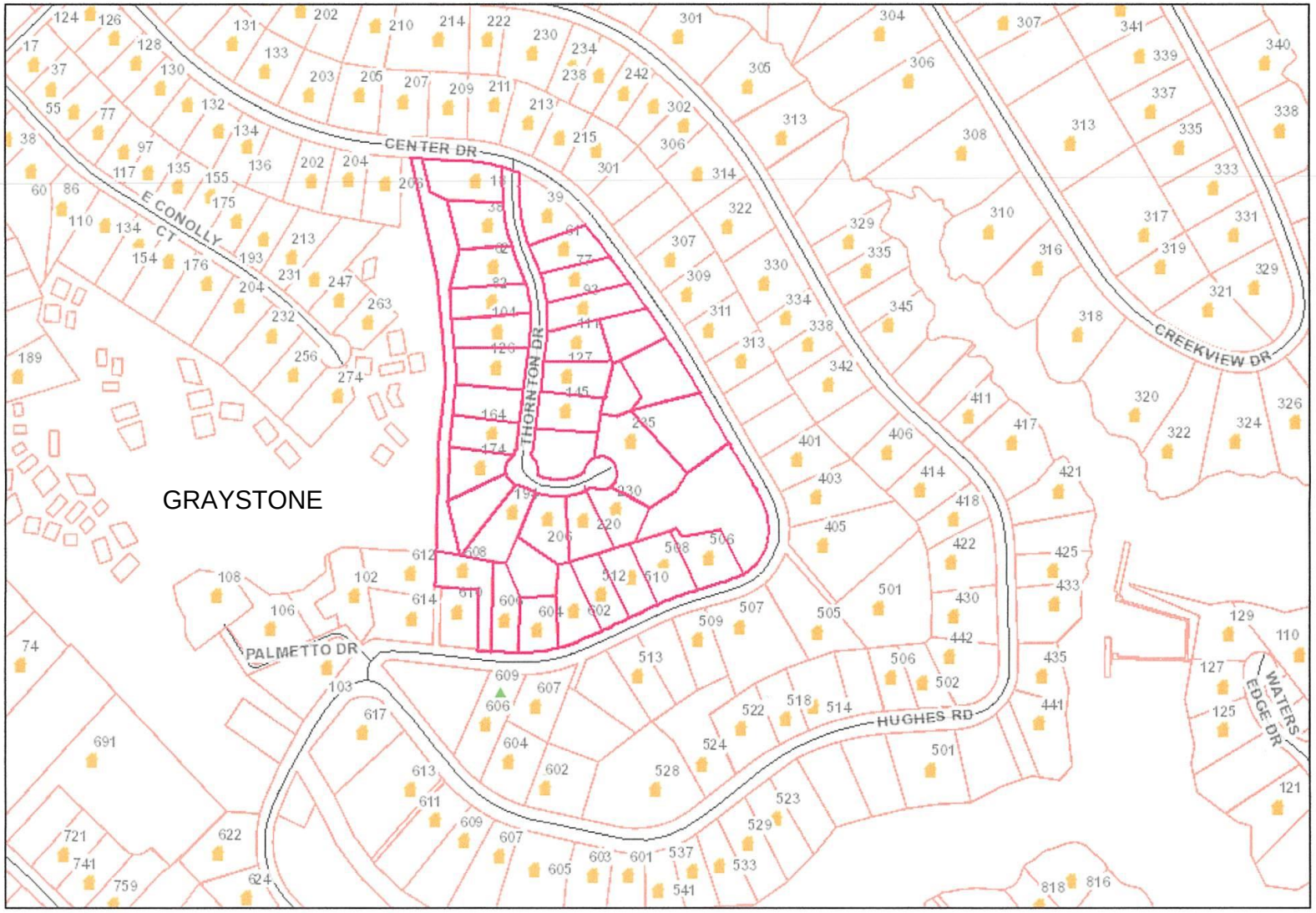
Pender County



June 7, 2024

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SUP 2024-45

Attachment 1 – SUP 2023-44 Board Order

COUNTY OF PENDER
STATE OF NORTH CAROLINA
ORDER TO APPROVE A SPECIAL USE PERMIT
COMMUNITY BOATING FACILITY IN THE RP, RESIDENTIAL PERFORMANCE ZONING DISTRICT

Case SUP-2023-44

The County Commissioners for Pender County (the "County Commissioners"), having held a public hearing on December 4th, 2023, to consider application SUP 2023-44 submitted by Long Point Estates HOA, Inc. (the "applicant"), for the expansion of a community boating facility, which includes the addition of new dock with five boat slips bringing the total number of boat slips on site to ten. The use is proposed within the RP, Residential Performance zoning district. The subject properties are located along the Intracoastal Waterway on Hughes Road approximately 500 feet northeast of the intersection of Hughes Road and Washington Acres Road in the Topsail Township and may be further identified by Pender County PINs 3291-07-5002-0000 and 3291-07-4166-0000, and having heard all of the evidence and arguments presented at the hearing, the County Commissioners make the following FINDINGS OF FACT:

1. The County Commissioners FIND AS A FACT that all of the specific requirements set forth in Section 3.12.3.G of the Pender County Unified Development Ordinance WILL be satisfied if the property is developed in accordance with the plans and findings submitted to the County Commissioners.
2. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **first** general requirement listed in the Ordinance; namely the requirement that the use requested is listed among the special uses in the district for which application is made or is similar in character to those listed in that district. In support of this conclusion, the Commissioners make the following FINDING OF FACT:
    a. **The requested use is a community boating facility and is permitted with a Special Use Permit in the RP, Residential Performance zoning district as identified in the Pender County Unified Development Ordinance.**
3. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **second** general requirement listed in the Ordinance; namely that the requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
    a. **The requested use will not adversely affect the surrounding and adjoining districts and properties in the vicinity. Additionally, the proposed project has received a Major CAMA permit from NCDEQ-DCM, which includes 26 conditions.**
4. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **third** general requirement listed in the Ordinance; namely that the proposed use shall not constitute a nuisance or hazard. In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:

a. **The proposed use will not create a nuisance or a hazard and there will be little noticeable change to the current use of the property, only the expansion of the pier and docking facility.**

5. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **fourth** general requirement listed in the Ordinance; namely that the requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed use is consistent with Policy 5.1.X and 5.1.HH of the Pender 2.0 Comprehensive Land Use Plan and is identified as an appropriate use in the Coastal Residential Future Land Use Classification.**
6. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **fifth** general requirement listed in the Ordinance; namely that adequate utilities, access roads, drainage, sanitation, or other necessary facilities have been or are being provided; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed use is located on an improved public road with sufficient access to the site. There is also sufficient infrastructure currently in place to accommodate the proposed low intensity use and expansion of the existing residential boating facility.**
7. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **sixth** general requirement listed in the Ordinance; namely that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed facility is limited to residents at Long Point Estates; no increase in traffic impacts are anticipated.**
8. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **seventh** general requirement listed in the Ordinance; namely that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The Residential Performance zoning district is intended to allow a variety of residential uses and densities and neighborhood-scale institutional uses. The proposed use will meet the supplemental requirements listed in Pender County Unified Development Ordinance Section 5.3.12.D.**
9. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the **eighth** general requirement listed in the Ordinance; namely that the proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use; In support of this conclusion, the Commissioners make the following FINDINGS OF FACT:
   a. **The proposed use will have no adverse impact on surrounding uses. It will complement surrounding uses and enhance the Long Point Estates residential community.**

10. It is the County Commissioners' CONCLUSION that the proposed use **DOES** satisfy the eight general requirements listed in the Ordinance for Special Use Permits. Therefore, because the County Commissioners conclude that all of the standard's precedent to the issuance of a special use permit HAVE been satisfied, IT IS ORDERED that the application for the issuance of a special use permit be APPROVED.

Ordered this 4th day of December 2023.

Brad George, Chairman

Date 12/15/23

Attest:

Clerk to the Board

Date 12/15/23

SUP 2024-45

Attachment 2 – Memorandum of Understanding

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on June 7, 2024 by and between Long Point Estates HOA, Inc., Hammock Watch HOA, Inc. and Graystone HOA, Inc., (hereinafter "the Parties").

The Parties wish to establish a relationship for the purpose of allowing Long Point Estates HOA, Inc. to offer to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a license for certain privileges, including use of the Long Point Estates HOA, Inc.'s boat ramp, subject to the conditions established by Long Point Estates HOA, Inc.

The Parties understand that Long Point Estates HOA, Inc. is required to obtain a Special Use Permit from the Pender County Board of Commissioners in order to allow the proposed shared use of Long Point Estates HOA, Inc.'s boat ramp. In the event that Long Point Estates HOA, Inc.'s Special Use Permit application is denied, no shared use of the boat ramp shall be permitted. In the event that Long Point Estates HOA, Inc.'s Special Use Permit is approved, use of the boat ramp shall be subject to any conditions of approval established by the Board of Commissioners, in addition to all applicable Federal, State and County laws, ordinances and permitting requirements

The Parties understand that Long Point HOA, Inc. shall offer directly to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a total of 40 licenses, on a first-come, first-serve basis, at the sole discretion of Long Point HOA, Inc. and Long Point Estates HOA, Inc. shall enter into direct license agreements with these individuals, which license agreements are substantially similar to the form attached as **Exhibit A**, or any amendments to the form adopted by the Board of Directors of Long Point HOA, Inc.

In exchange for offering these licenses to their residences, Hammock Watch HOA, Inc. and Graystone HOA, Inc. agree to confirm for Long Point Estates HOA, Inc. whether the individuals applying for licenses for the Long Point HOA boat ramp are residents of Hammock Watch HOA, Inc. or Graystone HOA, Inc.

Wherefore, the following individuals acknowledge the terms of this MOU and that each has signatory authority on behalf of their respective Association.

LONG POINT ESTATES HOA, INC.	HAMMOCK WATCH HOA, INC.	GRAYSTONE HOA, INC.
Terry Williams		
Name:	Name:	Name:
Title: Secretary	Title:	Title:
06/07/24		

Memorandum of Understanding

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The Parties wish to establish a relationship for the purpose of allowing Long Point Estates HOA, Inc. to offer to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a license for certain privileges, including use of the Long Point Estates HOA, Inc.'s boat ramp, subject to the conditions established by Long Point Estates HOA, Inc.

The Parties understand that Long Point Estates HOA, Inc. is required to obtain a Special Use Permit from the Pender County Board of Commissioners in order to allow the proposed shared use of Long Point Estates HOA, Inc.'s boat ramp. In the event that Long Point Estates HOA, Inc.'s Special Use Permit application is denied, no shared use of the boat ramp shall be permitted. In the event that Long Point Estates HOA, Inc.'s Special Use Permit is approved, use of the boat ramp shall be subject to any conditions of approval established by the Board of Commissioners, in addition to all applicable Federal, State and County laws, ordinances and permitting requirements

The Parties understand that Long Point HOA, Inc. shall offer directly to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a total of 40 licenses, on a first-come, first-serve basis, at the sole discretion of Long Point HOA, Inc. and Long Point Estates HOA, Inc. shall enter into direct license agreements with these individuals, which license agreements are substantially similar to the form attached as **Exhibit A**, or any amendments to the form adopted by the Board of Directors of Long Point HOA, Inc.

In exchange for offering these licenses to their residences, Hammock Watch HOA, Inc. and Graystone HOA, Inc. agree to confirm for Long Point Estates HOA, Inc. whether the individuals applying for licenses for the Long Point HOA boat ramp are residents of Hammock Watch HOA, Inc. or Graystone HOA, Inc.

Wherefore, the following individuals acknowledge the terms of this MOU and that each has signatory authority on behalf of their respective Association.

LONG POINT ESTATES HOA, INC.	HAMMOCK WATCH HOA, INC.	GRAYSTONE HOA, INC.
_____	Maria Burkhart	_____
Name:	Name: Maria Burkhart	Name:
Title:	Title: Vice President, Hammock Watch HOA	Title:

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on June 7, 2024 by and between Long Point Estates HOA, Inc., Hammock Watch HOA, Inc. and Graystone HOA, Inc., (hereinafter "the Parties").

The Parties wish to establish a relationship for the purpose of allowing Long Point Estates HOA, Inc. to offer to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a license for certain privileges, including use of the Long Point Estates HOA, Inc.'s boat ramp, subject to the conditions established by Long Point Estates HOA, Inc.

The Parties understand that Long Point Estates HOA, Inc. is required to obtain a Special Use Permit from the Pender County Board of Commissioners in order to allow the proposed shared use of Long Point Estates HOA, Inc.'s boat ramp. In the event that Long Point Estates HOA, Inc.'s Special Use Permit application is denied, no shared use of the boat ramp shall be permitted. In the event that Long Point Estates HOA, Inc.'s Special Use Permit is approved, use of the boat ramp shall be subject to any conditions of approval established by the Board of Commissioners, in addition to all applicable Federal, State and County laws, ordinances and permitting requirements

The Parties understand that Long Point HOA, Inc. shall offer directly to the residents of Hammock Watch HOA, Inc. and Graystone HOA, Inc. a total of 40 licenses, on a first-come, first-serve basis, at the sole discretion of Long Point HOA, Inc. and Long Point Estates HOA, Inc. shall enter into direct license agreements with these individuals, which license agreements are substantially similar to the form attached as **Exhibit A**, or any amendments to the form adopted by the Board of Directors of Long Point HOA, Inc.

In exchange for offering these licenses to their residences, Hammock Watch HOA, Inc. and Graystone HOA, Inc. agree to confirm for Long Point Estates HOA, Inc. whether the individuals applying for licenses for the Long Point HOA boat ramp are residents of Hammock Watch HOA, Inc. or Graystone HOA, Inc.

Wherefore, the following individuals acknowledge the terms of this MOU and that each has signatory authority on behalf of their respective Association.

LONG POINT ESTATES HOA, INC.	HAMMOCK WATCH HOA, INC.	GRAYSTONE HOA, INC.
		Ben A. Molthen
Name:	Name:	Name: Ben Molthen
Title:	Title:	Title: Board Member

SUP 2024-45

Attachment 3 – Boat Ramp Rules and Permit

EXHIBIT A

Long Point Estates HOA Boat Facility Rules
Parking Pass Holders

Parking and boat ramp use - BY PERMIT ONLY –

PERMIT STICKER MUST BE PLACED ON THE LOWER LEFT REAR WINDOW
No Commercial Operations
No Littering
No Loitering
This area is for parking and boat launch only
Be respectful of fellow boaters and neighbors
Refrain from profanity, loud music, and disruptive behavior
Observe a NO WAKE courtesy when leaving and approaching the boat ramp/dock
Do not park or trespass on any adjunct private property or boat slips/docks
Keep children and pets under direct supervision
Do not dive or jump from docks
Do not leave your boat unattended at the dock
Do not leave your vehicle unattended on the ramp
No boat trailer storage
When not in use THE GATE MUST REMAIN LOCKED
Park in designated areas only
Key replacement fee $50.00
Key and parking area is for personal use
ASOLUTELY no pass or key sharing
Parking stickers must be permanently affixed to the vehicle it is assigned
Payment and signed rules must be returned before issuance of pass and key
If privileges are revoked, there is no refund of yearly pass fee
Passes are yearly and must be renewed – current pass holders in good standing will have first option to renew before opening to new members
I understand that if I lose my key more than 3 times my privileges may be revoked.
I agree to help monitor the boat ramp area and should I observe suspicious or inappropriate activity I agree to contact the authorities or Premier Management Company at 910.679.3012.

None of the above rules are intended to supersede LPE HOA Bylaws or covenants. If contradictions exist, Bylaws and Covenants take precedent.

Print Name: _____

Signature: _____

Date: _____

Boat Permit Information

Print First and Last Name: _____

Address:_____

Email address:_____

Mobile number:_____

Permit # (to be filled out once assigned):_____

Key # (to be filled out once assigned):_____

SUP 2024-45

Attachment 4 - SUP Approval and Revocation Procedures

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

Pender County
SUP 2024-46: Revision to an existing Special Use Permit that permitted an Industrial Park in the Grady Township

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	July 15, 2024
SUBJECT:	SUP 2024-46: Revision to an existing Special Use Permit that permitted an Industrial Park in the Grady Township

SUMMARY:
Pender County Planning & Community Development, applicant, on behalf of Phillip's Leasing Systems, LLC, owner, is requesting the approval of a revision to a Special Use Permit issued in 2009 (Case # 09-02-16-05) and revised in 2014 (Case # 10008R) that established an Industrial Park known as Pender Commerce Park. This request seeks to remove one parcel totaling approximately 15.07 acres from the Industrial Park. The subject property is zoned GI, General Industrial, and RA, Rural Agricultural. The subject property is located on the east side of US Highway 421 approximately 50 feet north of the Pender/New Hanover County line in the Grady Township. The property may be further identified by PIN 3201-15-5184-0000.

ACTION REQUESTED:
Hold a public hearing and consider the request.

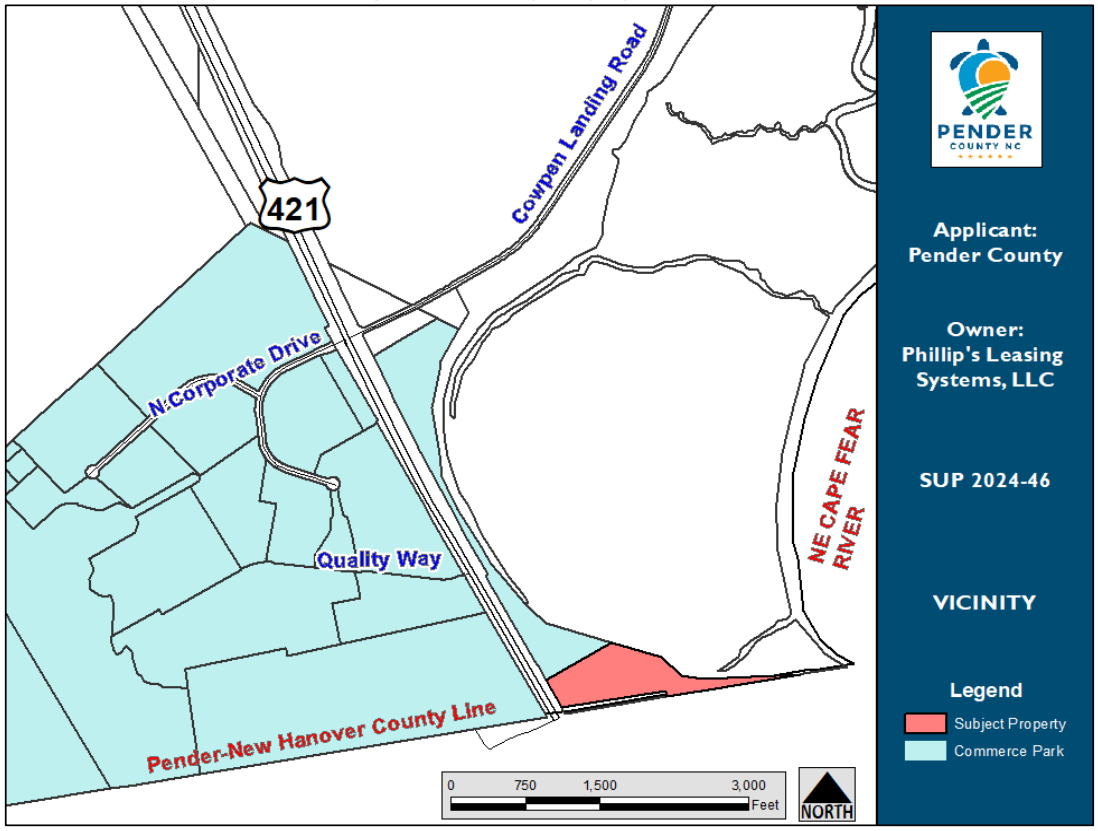
ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Attachment 1: SUP case 09-02-16-05 Board Action Form
5. Attachment 2: SUP revision case 10008R Board Action Form
6. Attachment 3: Deed and map from 2021 sale
7. Attachment 4: Maps of the Industrial Park from 2014 case file
8. Attachment 5: Article 3.12 - SUP review procedures

STAFF REPORT FOR SUP 2024-46
SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2024-46
Hearing Date	July 15, 2024 Board of County Commissioners
Applicant	Planning & Community Development
Property Owner	Phillip's Leasing Systems, LLC
Parcel Identification Number	3201-15-5184-0000
Acreage	15.07
Township	Grady
Zoning District	GI, General Industrial RA, Rural Agricultural
Pender 2.0 Future Land Use Category	Industrial

SPECIAL USE PERMIT PROPOSAL
Pender County Planning & Community Development, applicant, on behalf of Phillip's Leasing Systems, LLC, owner, is requesting the approval of a revision to a Special Use Permit issued in 2009 (Case # 09-02-16-05) and revised in 2014 (Case # 10008R) that established an Industrial Park known as Pender Commerce Park. This request seeks to remove one parcel totaling approximately 15.07 acres from the Industrial Park. The subject property is zoned GI, General Industrial, and RA, Rural Agricultural.
LOCATION
The subject property is located on the east side of US Highway 421 approximately 50 feet north of the Pender/New Hanover County line in the Grady Township. The property may be further identified by PIN 3201-15-5184-0000.

Figure 1: Vicinity Map of the Area

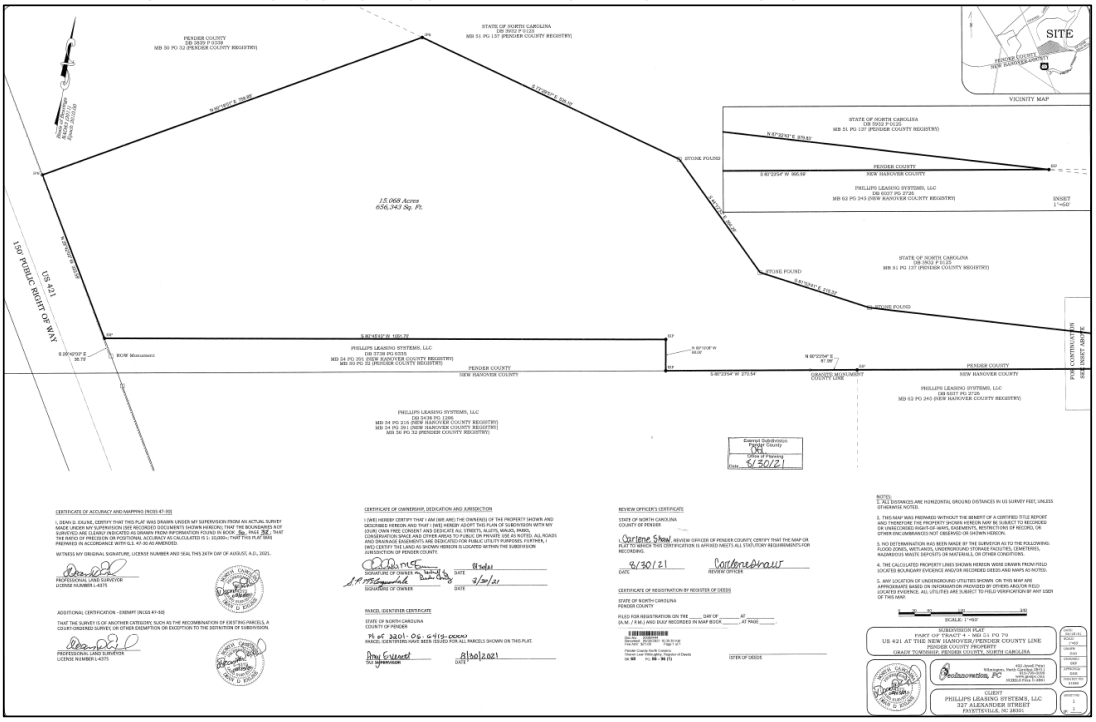


SPECIAL USE PERMIT REVISION PROPOSAL

The applicant and owner are seeking a revision to a previously approved Special Use Permit (SUP) that established an Industrial Park known as the Pender Commerce Park. A SUP was first issued on February 16, 2009, (Case # 09-02-16-05) that established an Industrial Park that spanned approximately 378 acres in the southwestern part of the County (See Attachment 1 for Board Action Form). On June 23, 2014, a SUP revision (Case # 10008R) was approved that expanded the Industrial Park to approximately 756 acres (See Attachment 2 for Board Action Form). Pender County was the owner and applicant for both of those SUP cases.

On September 21, 2021, Pender County sold approximately 15.07 acres to Phillips Leasing Systems, LLC (See Deed and Map in Attachment 3). The approximately 15.07 acres had previously been part of the area governed by the SUP issued for the Industrial Park owned and managed by Pender County. Staff and the owner are requesting that the SUP that governs the Industrial Park be modified to remove the property that was sold to Phillip's Leasing Systems so that it may be developed separately from the Industrial Park. The applicant's narrative is included in the Board's packet.

Figure 2: Map of property purchased by Phillip's Leasing Systems in 2021



EVALUATION

Basis for Granting SUP Revision

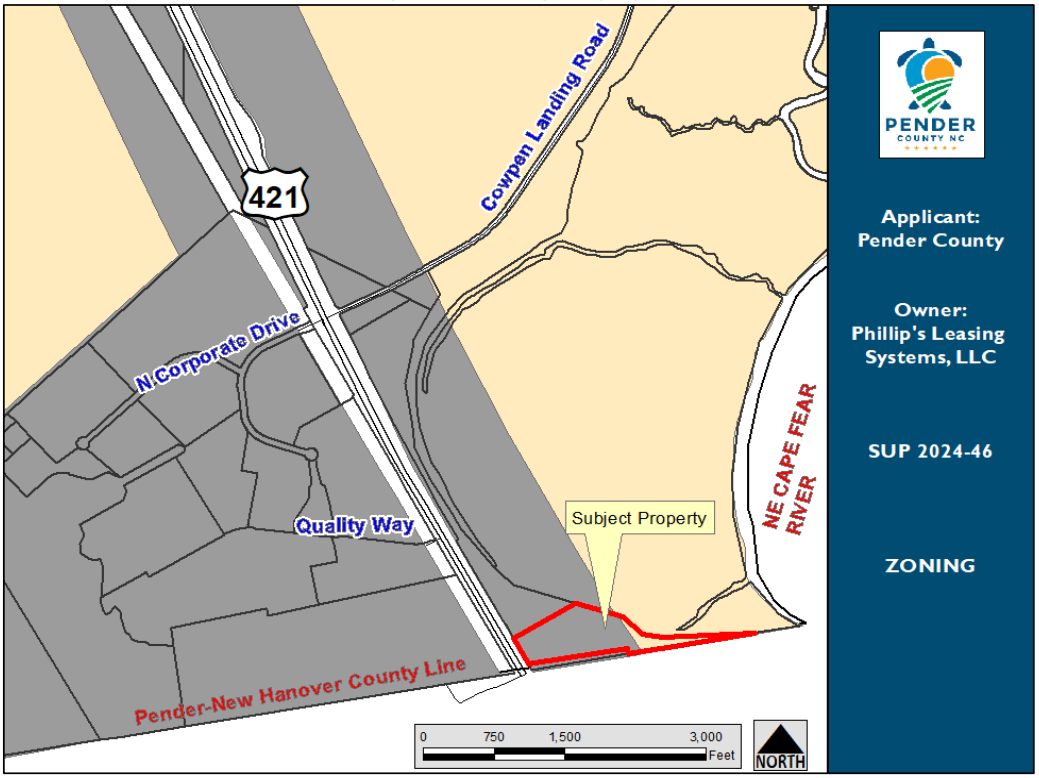
Approval procedures for Special Use Permit revisions are found in Section 3.12.4 of the UDO, which states that major revisions must be approved by the Board of Commissioners. The proposal is considered a major revision as defined by the UDO.

Zoning and Existing Land Use in Area

Much of the subject property is wooded and undeveloped. As noted in Table 1, property surrounding the subject site is zoned GI, General Industrial or RA, Rural Agricultural. The property borders the New Hanover County line to the south, where the adjacent property in New Hanover County is also zoned for heavy industrial use.

TABLE 1: CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Vacant	RA, Rural Agricultural GI, General Industrial
East	Vacant	RA, Rural Agricultural
South	Vacant	I-2 (New Hanover County Heavy Industrial zoning district)
West	Industrial	GI, General Industrial

Figure 3: Zoning Map of the Area



Unified Development Ordinance Compliance

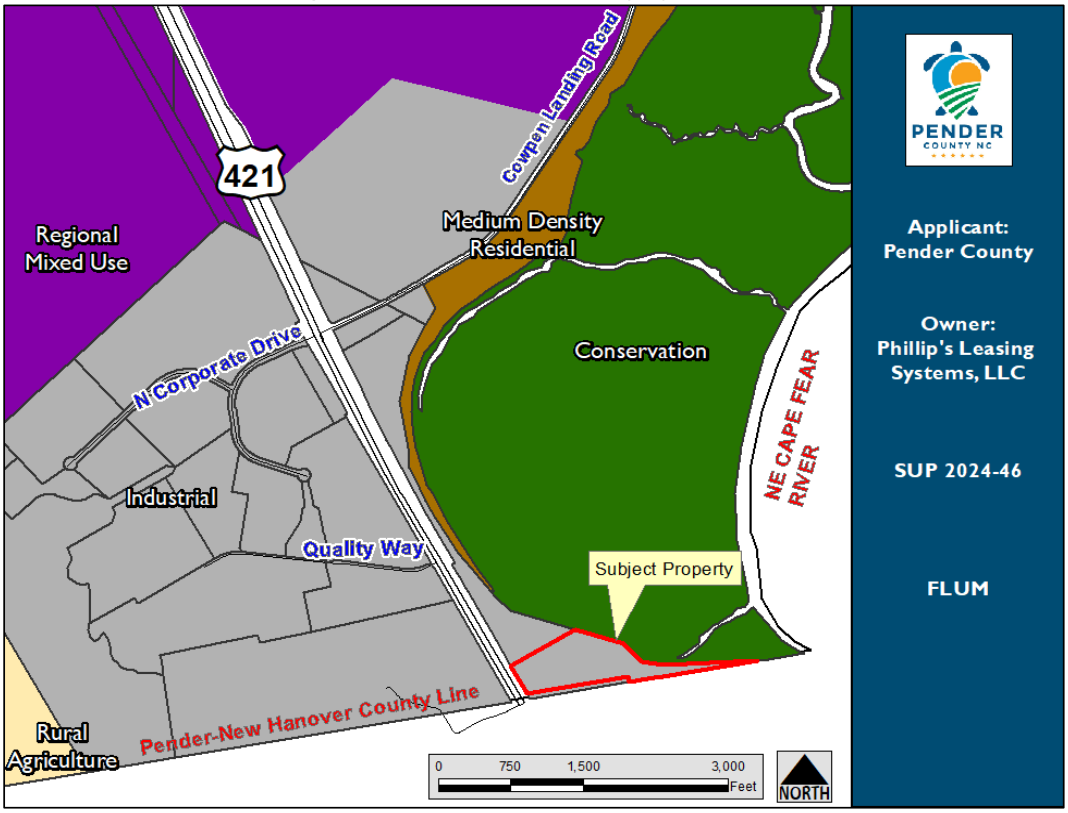
While the request is to remove the subject property from the SUP that governs the adjacent Industrial Park, it has no effect on the zoning of the property or the requirement that all development on this site must comply with local, state and federal regulations. The majority of the parcel is zoned General Industrial, so it can be reasonably expected that industrial development will occur on this parcel.

Pender 2.0 Comprehensive Land Use Plan Compliance

The Pender 2.0 Comprehensive Land Use Plan (Comprehensive Plan) designates the subject property as Industrial. As described in the Comprehensive Plan, to increase employment in the County, industrial uses are highly encouraged in appropriate locations such as the Pender Commerce Park or US 117 in Rocky Point. Industrial land uses that are adjacent to residential land uses should be heavily buffered to reduce any adverse impacts between these two incompatible uses. The width of the buffer should be based on the type of industry and its potential to create noise, odors, heavy truck traffic, or other negative effects.

Appropriate uses include manufacturing, warehousing and wholesaling, transportation and distribution centers, water and wastewater treatment facilities, landfills, bulk storage of hazardous materials, large equipment storage and operation, and other uses that may be unpopular neighbors. Residential development and general retail uses are not appropriate. These areas should be served by water and sewer infrastructure.

Figure 4: Future Land Use Map of the Area



The proposed revision is consistent with the Industrial classification as shown on the Future Land Use Map (FLUM). While the proposed revision does not include a specific development proposal, the adjacent Industrial Park will maintain its industrial character. The predominant zoning of the subject property is General Industrial which provides an expectation that industrial development will occur at this location. Table 2 below provides more detail on the desired and inappropriate uses in the Industrial future land use category.

TABLE 2: FUTURE LAND USE CATEGORY DETAILS
Industrial
Desired Uses • Industrial • Manufacturing • Mining
Inappropriate Uses • Residential • Commercial

SUP 2024-46

Application

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	**Date**	
Application Fee	$	**Invoice Number**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County Planning	**Owner's Name:**	PHILLIP'S LEASING SYSTEMS, LLC
Applicant's Address:	805 S. Walker Street	**Owner's Address:**	327 ALEXANDER ST
City, State, & Zip	Burgaw, NC 28425	**City, State, & Zip**	FAYETTEVILLE, NC 28301
Phone Number:	910-259-1202	**Phone Number:**	910-323-9600
Email Address:	dadams@pendercountync.gov	**Email Address:**	phillipm@phillipstowing.net
Legal relationship of applicant to landowner:	N/A		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3201-15-5184-0000	**Total property acreage:**	Approximately 15 acres
Zoning Classification:	GI & RA	**Acreage to be disturbed:**	N/A
Water Provider:	PCU	**Wastewater Provider:**	PCU
Project Address:	N/A	**NAICS Code:**	
Description of Project Location:	East side of US HWY 421, just north of County line.	**Township:**	Grady
		Roads:	**Public/Private**
Describe activities to be undertaken on project site:	Request is to amend existing SUP to remove this property from the SUP that governs the Pender Commerce Park.		

SECTION 3: SIGNATURES			
Applicant's Signature	DLA	**Date:**	6/10/2024
Applicant's Printed Name:	Daniel Adams	**Date:**	6/10/2024
Owner's Signature	L. P. McCorquodale	**Date:**	6-12-24
Owner's Printed Name:	Phillip McCorquodale	**Date:**	6-12-24

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only	
☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**	**Total Fee Calculation: $**
	Application#:
	Date of Hearing:

Attachments Included with Application: (Please include # of copies)						
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N

Payment Method:	**Cash :** ☐ $_____	**Credit Card:** ☐ Master Card ☐ Visa	**Check:** ☐ Check # _____

Application received by:		Date:
Application completeness approved by:		Date:

SUP 2024-46

Narrative

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

June 12, 2024

SUP 2024-46: Major revision to Industrial Park Special Use Permit
Narrative and Findings

The applicant, Pender County Planning & Community Development, and owner, Phillip's Leasing Systems, LLC, are seeking a revision to a previously approved Special Use Permit (SUP) that established an Industrial Park known as the Pender Commerce Park. The request is to remove approximately 15.07 acres from the area covered by a SUP issued in 2009 and subsequently revised in 2014.

A SUP was first issued on February 16, 2009, (Case # 09-02-16-05) that established an Industrial Park that spanned approximately 378 acres in the southwestern part of the County. On June 23, 2014, a revision to the SUP (Case # 10008R) was approved that expanded the Industrial Park to approximately 756 acres. Pender County was the owner and applicant for both of those SUP cases.

On September 21, 2021, Pender County sold approximately 15.07 acres to Phillip's Leasing Systems, LLC. The ~15 acres had previously been part of the area governed by the SUP issued for the Industrial Park. Phillip's Leasing Systems, LLC, would like to pursue development of the subject parcel but it remains encumbered by the provisions of the SUP that governs the existing Industrial Park.

As outlined in Section 3.12.3.G of the County's Unified Development Ordinance (UDO), in approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within which same is located, shall make written findings that eight standards are fulfilled. Please see below for an explanation of how each of the standards described in the UDO have been met.

1) ***The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;***
   The Table of Permitted Uses, found in Section 5.2.3 of the UDO, lists Industrial Parks as a use permitted via a Special Use Permit with additional standards.

2) ***The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;***
   The proposed revision to the existing Special Use Permit removes land from the regulations that govern development in the Industrial Park and thus does not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property.

3) ***The proposed use shall not constitute a nuisance or hazard;***
   There is no proposed use associated with the request. Rather the request is to remove land that is currently part of the Industrial Park as defined by SUP 09-02-16-05 and subsequently revised by SUP 10008R.

4) ***The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;***
The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Industrial on the Future Land Use Map. While the revision removes the land from the existing Industrial Park, the majority of the land is still zoned General Industrial, thus it is reasonable to expect industrial development on the subject property.

5) ***Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;***
The requested revision does not include any proposal for new development; however, the property does have frontage on US Highway 421. Water and wastewater infrastructure serves the Industrial Park and is available in the area.

6) ***That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;***
There is no development proposal associated with the request; however, the property does have frontage along US Highway 421.

7) ***That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and***
The subject property will maintain conformity with the General Industrial and Rural Agricultural zoning districts.

8) ***The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.***
The requested revision does not include a development proposal, but the majority of the property is zoned General Industrial, which is compatible with the land uses in the surrounding area.

Based on the findings outlined above, the applicant and owner feel the standards for granting a revision to the SUP have been met. Thank you for your consideration of this proposal.

Sincerely,

Daniel Adams
Planning & Community Development Director

ATTACHMENT 1

Case # 09-02-16-05 Board Action Form (February 16, 2009)

REQUEST FOR BOARD ACTION

ITEM NO._____

DATE OF REQUEST: February 5, 2009

REQUESTED BY: Staff, Planning and Community Development Department

SHORT TITLE: Pender County, applicant and owner, is requesting the approval of a Special Use Permit (SUP) for an industrial park.

BACKGROUND: Pender County, applicant and owner, is requesting approval of a Special Use Permit for the establishment of an Industrial Park on 378 acres. The property is zoned I-2, Industrial District (Heavy Industry) and is located along the southwest side of U.S. Highway 421 S., approximately ¼ mile north of the New Hanover County line. The property may be identified as PIN # 2291-76-4724-0000. Currently the Pender County Zoning Ordinance requires a Special Use Permit for Industrial Parks to be located in the Industrial (Heavy Industry) I-2 District.

SPECIFIC ACTION REQUESTED: Staff is requesting that the Board of Commissioners: Hold a Public Hearing for a request for a Special Use Permit for an industrial park, in the Industrial I-2 District.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that: on February 16, 2009 (approved, modified, denied) a special use permit for an industrial park as described herein, and Jimmy T. Tate, Chairman to the Board, is authorized to execute the order implementing this resolution and provide notice to the applicant of the action taken herein.

AMENDMENTS:

MOVED Rivenbark SECONDED Williams

APPROVED X DENIED _____ UNANIMOUS

YEA VOTES: Tate___ Brown___ Blanchard___ Rivenbark___ Williams___

Jimmy T. Tate

Jimmy T. Tate, Chairman Date 2/16/09

Rick Burton

ATTEST Date 2/16/09

ATTACHMENT 2

Case # 10008R Board Action Form (June 23, 2014)

REQUEST FOR BOARD ACTION

ITEM NO. 6.

DATE OF MEETING: June 23, 2014

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

SHORT TITLE: Resolution to Approve a Special Use Permit for an Industrial Park.

BACKGROUND: Pender County, applicant and owner, is requesting approval of a Major Revision to a Special Use Permit that was originally approved in 2009 (Case Number 09-02-16-05) for the establishment of an Industrial Park. The request is to increase the overall acreage of the Pender Commerce Park from 378 acres to 685.64 acres to accommodate acquired tracts in 2010 for further industrial development. The property is currently zoned GI, General Industrial District and is located along the west and east sides of US HWY 421, just north of the Pender/New Hanover County line. There are seven (7) tracts associated with this request totaling 307.64 acres and may be identified as Pender County PIN(s) 2291-54-6707-0000; 2291-76-5826-0000; 2291-75-8677-0000; 2291-84-9960-0000; 3201-06-6415-0000; 2291-67-2665-0000; 2291-57-6257-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Major Revision to Special Use Permit for an Industrial Park.

RESOLUTION

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

the Board hereby (approved, ~~modified~~, ~~denied~~) a Special Use Permit, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED McCoy SECONDED Tate

APPROVED X DENIED _____ UNANIMOUS

YEA VOTES: Williams: _____ McCoy: _____ Brown: _____ Tate: _____ Ward: _____

J. David Williams, Jr., Chairman 6/23/14
Date

Claudia B. Watson 06/24/2014
ATTEST Date

ATTACHMENT 3

Deed and Map from 2021 Sale

Doc No: 20089977
Recorded: 09/09/2021 12:40:20 PM
Fee Amt: $26.00 Page 1 of 2
Excise Tax: $0.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK **4764** PG **1046 - 1047 (2)**

Excise Tax $ EXEMPT Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. Part of 3201-06-6415-0000
Verified by _____ County on the ____ day of _____, 2021___
by _____

Mail after recording to
This instrument was prepared by **Lawrence S. Boehling**

Brief Description for the index

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made **SEPTEMBER 1, 2021**, by and between

GRANTOR	GRANTEE
PENDER COUNTY, a North Carolina body politic **P.O. Box 5** **Burgaw, NC 28425**	**PHILLIP'S LEASING SYSTEMS, LLC** **327 Alexander Street** **Fayetteville, NC 28301**

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 parcel of land situated in **PENDER** County, North Carolina and more particularly described as follows:

Being all of that 15.068 acres, more or less, gross, as more particularly shown on that map entitled "Subdivision Plat, Part of Tract 4- MB 51 Pg 70, US 421 at the New Hanover/Pender County Line, Pender County Property" recorded in Map Book 68, Page 96 of the Pender County Registry.

ROUNTREE LOSEE LLP
WILMINGTON, NC

N.C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

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 wit the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other that the following exceptions hereafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of way and easements properly of record, if any and current year ad valorem taxes.

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.

Pender County, a body politic and political subdivision of the State of North Carolina

ATTEST:

Tera C Cline
Clerk to the Board of County Commissioners

By: George R. Brown (SEAL)
GEORGE R. BROWN, Chairman
Board of County Commissioners

PENDER COUNTY COMMISSIONERS NORTH CAROLINA

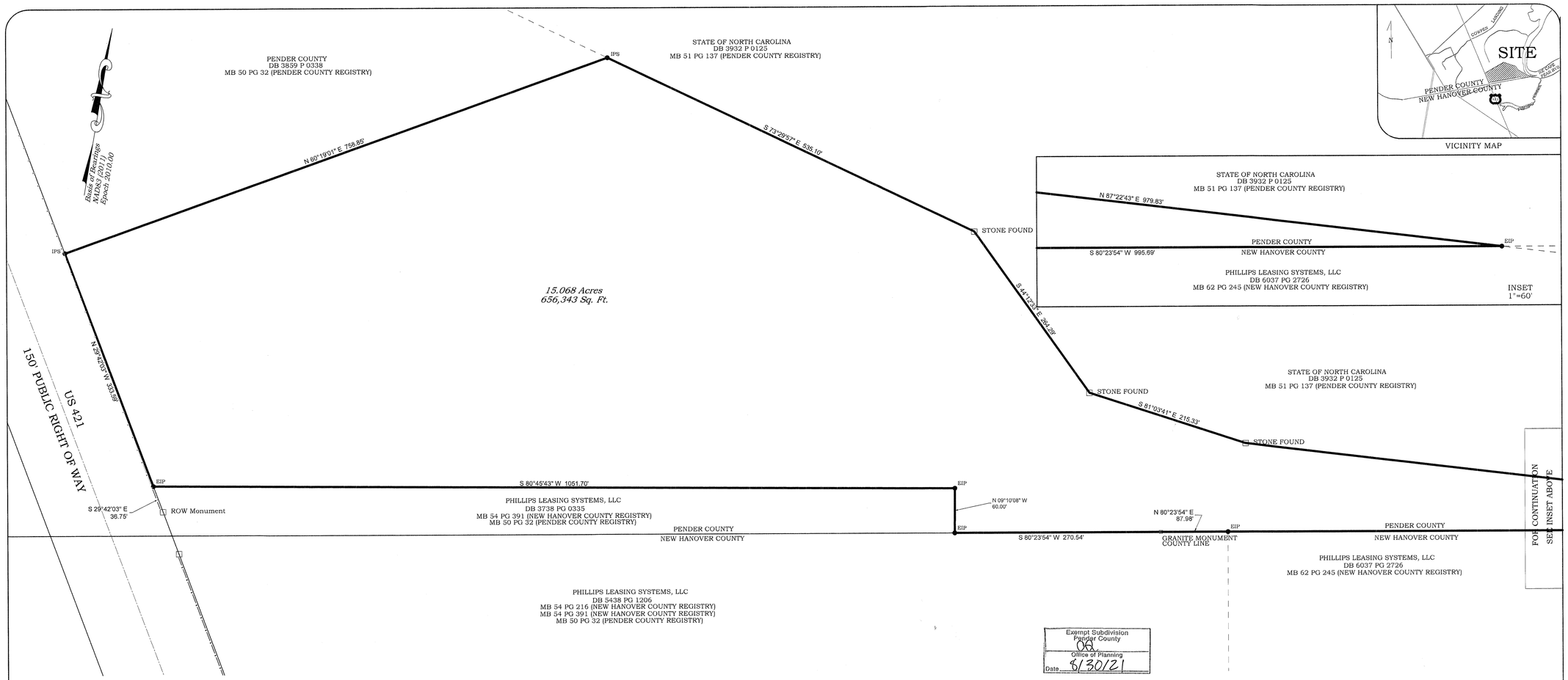
STATE OF NORTH CAROLINA, COUNTY OF PENDER
I, Cynthia R Fennell, the undersigned, a Notary Public of the County and State aforesaid, certify that Tera C. Cline, personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of Pender County, a body political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners for Pender County, the foregoing instrument was signed in its name by its Chairman and attested by her as Clerk. Witness my hand and official stamp or seal, this 7th day of SEPTEMBER, 2021.

Cynthia R Fennell Notary Public

My Commission Expires: 11-20-2024.

CYNTHIA R. FENNELL
Notary Public, North Carolina
Pender County
My Commission Expires
November 20, 2024

N.C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003



Exempt Subdivision
Pender County
Office of Planning
Date 8/30/21

CERTIFICATE OF ACCURACY AND MAPPING (NCGS 47-30)

I, DEAN D. EXLINE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE RECORDED DOCUMENTS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 50, PAGE 32; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1: 10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 24TH DAY OF AUGUST, A.D., 2021.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4375

NORTH CAROLINA PROFESSIONAL SEAL L-4375 LAND SURVEYOR DEAN D. EXLINE

ADDITIONAL CERTIFICATION - EXEMPT (NCGS 47-30)

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4375

NORTH CAROLINA PROFESSIONAL SEAL L-4375 LAND SURVEYOR DEAN D. EXLINE

CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) OWN FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, CONSERVATION SPACE AND OTHER AREAS TO PUBLIC OR PRIVATE USE AS NOTED. ALL ROADS AND DRAINAGE EASEMENTS ARE DEDICATED FOR PUBLIC UTILITY PURPOSES. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF PENDER COUNTY.

SIGNATURE OF OWNER on behalf of Pender County — DATE 8/30/21

S.P. McEquerdale
SIGNATURE OF OWNER — DATE 8/30/21

PARCEL IDENTIFIER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF PENDER

Pt of 3201-06-6415-0000
PARCEL IDENTIFIERS HAVE BEEN ISSUED FOR ALL PARCELS SHOWN ON THIS PLAT.

Amy Everett
TAX ~~SUPERVISOR~~ — DATE 8/30/2021

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Carlene Shaw, REVIEW OFFICER OF PENDER COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

8/30/21
DATE

Carlene Shaw
REVIEW OFFICER

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

STATE OF NORTH CAROLINA
PENDER COUNTY

FILED FOR REGISTRATION ON THE _____ DAY OF _____ AT _____
(A.M. / P.M.) AND DULY RECORDED IN MAP BOOK _____ , AT PAGE _____ .

Doc No: 20069444
Recorded: 08/30/2021 10:39:39 AM
Fee Amt: $21.00 Page 1 of 1
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 68 PG 96 - 96 (1)

ISTER OF DEEDS

NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET, UNLESS OTHERWISE NOTED.

2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A CERTIFIED TITLE REPORT AND THEREFORE THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS OF RECORD, OR OTHER ENCUMBRANCES NOT OBSERVED OR SHOWN HEREON.

3. NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE FOLLOWING: FLOOD ZONES, WETLANDS, UNDERGROUND STORAGE FACILITIES, CEMETERIES, HAZARDOUS WASTE DEPOSITS OR MATERIALS, OR OTHER CONDITIONS.

4. THE CALCULATED PROPERTY LINES SHOWN HEREON WERE DRAWN FROM FIELD LOCATED BOUNDARY EVIDENCE AND/OR RECORDED DEEDS AND MAPS AS NOTED.

5. ANY LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP ARE APPROXIMATE BASED ON INFORMATION PROVIDED BY OTHERS AND/OR FIELD LOCATED EVIDENCE. ALL UTILITIES ARE SUBJECT TO FIELD VERIFICATION BY ANY USER OF THIS MAP.

0 30 60 120 240
SCALE: 1"=60'

SUBDIVISION PLAT
PART OF TRACT 4 - MB 51 PG 70
US 421 AT THE NEW HANOVER/PENDER COUNTY LINE
PENDER COUNTY PROPERTY
GRADY TOWNSHIP, PENDER COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-4375 LAND SURVEYOR DEAN D. EXLINE

402 Jewell Point
Wilmington, North Carolina 28411
910-799-0099
www.giasnc.com
NCBELS Firm C-2881

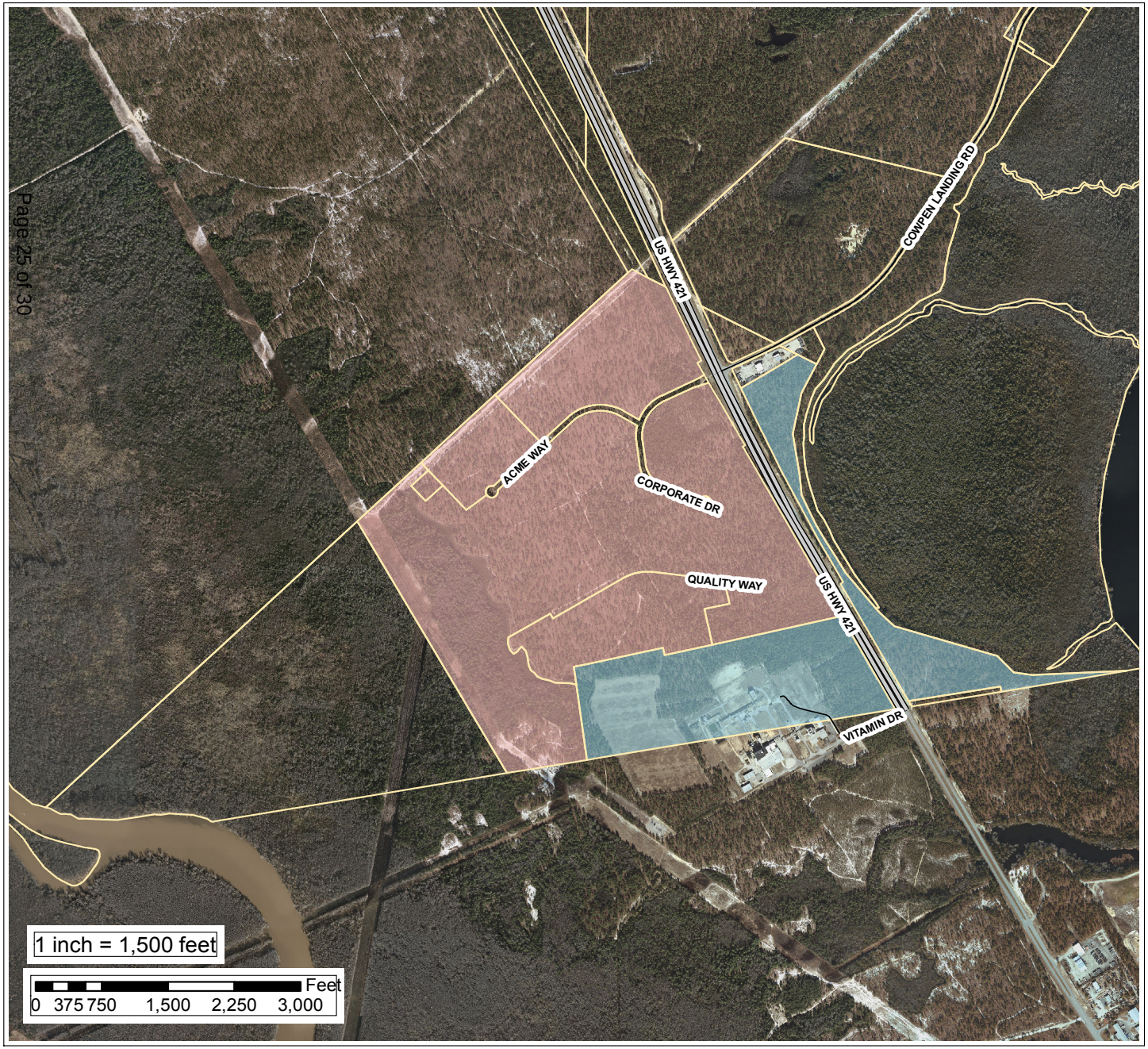
CLIENT
PHILLIPS LEASING SYSTEMS, LLC
327 ALEXANDER STREET
FAYETTEVILLE, NC 28301

DATE:	08/23/21
SCALE:	1"=60'
DRAWN:	CAD
CHECKED:	SRP
APPROVED:	DDE
PROJECT NO:	21083
SHEET NO:	1
OF:	1

BK 68 PG 96

ATTACHMENT 4

Maps of Industrial Park
from 2014 case file
(Case # 10008R)



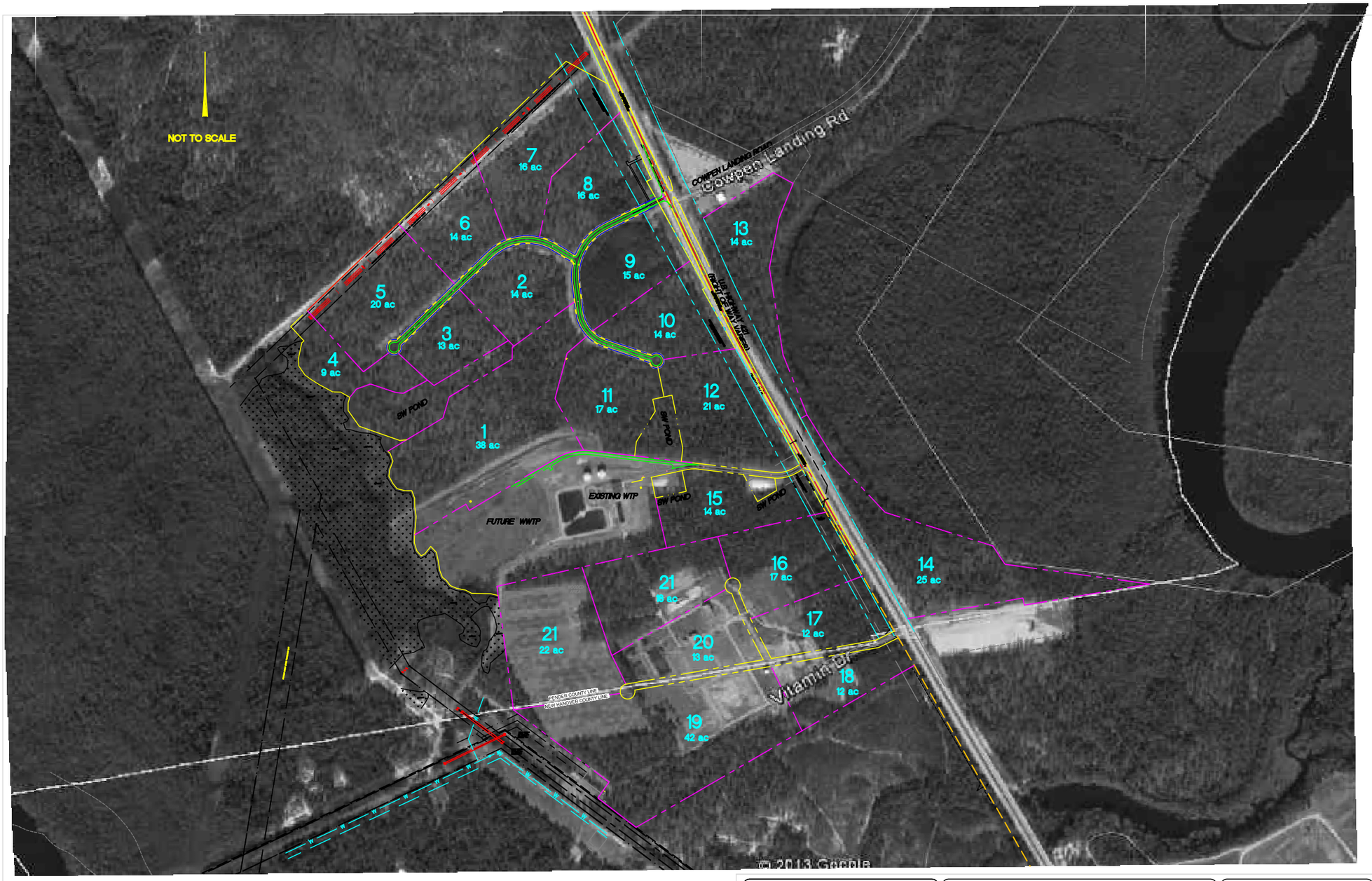
Applicant and Owner:
Pender County

Special Use Permit:
10008

Existing SUP
Revised SUP Request

N

Aerial - 2012



PENDER COUNTY UTIILITIES
605 E. FREMONT ST.
BURGAW, NORTH CAROLINA 28425
TELEPHONE: (910) 251-1570

PENDER COMMERCE PARK SUP MODIFICATION PLAN
LOT LAYOUT - SHEET 1 OF 2

PENDER COUNTY

APRIL, 2014

ATTACHMENT 5

Article 3.12 SUP Review Procedures

as a matter of right, but only after review and approval of a Special Use Permit as hereinafter provided.

3.12.2 Application and Fees

A. Applications for Special Use Permits, signed by the applicant, shall be approved or denied by the Board of Commissioners and shall follow the general requirements of Section 3.1.1 and 3.1.2.

B. Each application shall contain the following as stipulated by the County Commissioners and Administrator:

1) Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
2) Other Requirements. Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
3) For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.
4) Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
5) Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
6) Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. For details of mailed, posted, and/or published notices and public meeting requirements, see 3.22 Public Meeting and Notice Requirements.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due

regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator

may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

   A. Such conditions may include a time limitation.
   B. Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".
   C. Conditions of a continuing nature may be imposed. For example, "exterior loudspeakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.

G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.

H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

3.13 ESTABLISHMENT OF VESTED RIGHT

3.13.1. Site-Specific Vesting Plans

Pender County
REZONE 2024-67: Request to rezone one parcel totaling approximately 0.41 acres from the PD, Planned Development zoning district to the RP, Residential Performance zoning district in the Topsail Township

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	July 15, 2024
SUBJECT:	REZONE 2024-67: Request to rezone one parcel totaling approximately 0.41 acres from the PD, Planned Development zoning district to the RP, Residential Performance zoning district in the Topsail Township

SUMMARY:
Pender County Planning & Community Development, applicant, on behalf of CMH Homes, Inc. dba: Clayton Homes, owner, is requesting the approval of a General Use Zoning Map Amendment to rezone one parcel of land totaling approximately 0.41 acres from the PD, Planned Development zoning district to the RP, Residential Performance zoning district. The subject property is located on Cole Drive approximately ¼ mile southeast of the intersection of Sloop Point Loop Road and Cole Drive in the Topsail Township. The property may be further identified by Pender County PIN 4213-48-6218-0000.

ACTION REQUESTED:
Hold a public hearing and consider the request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Deed
4. Map of Site
5. Attachment 1 - Table of Permitted Uses

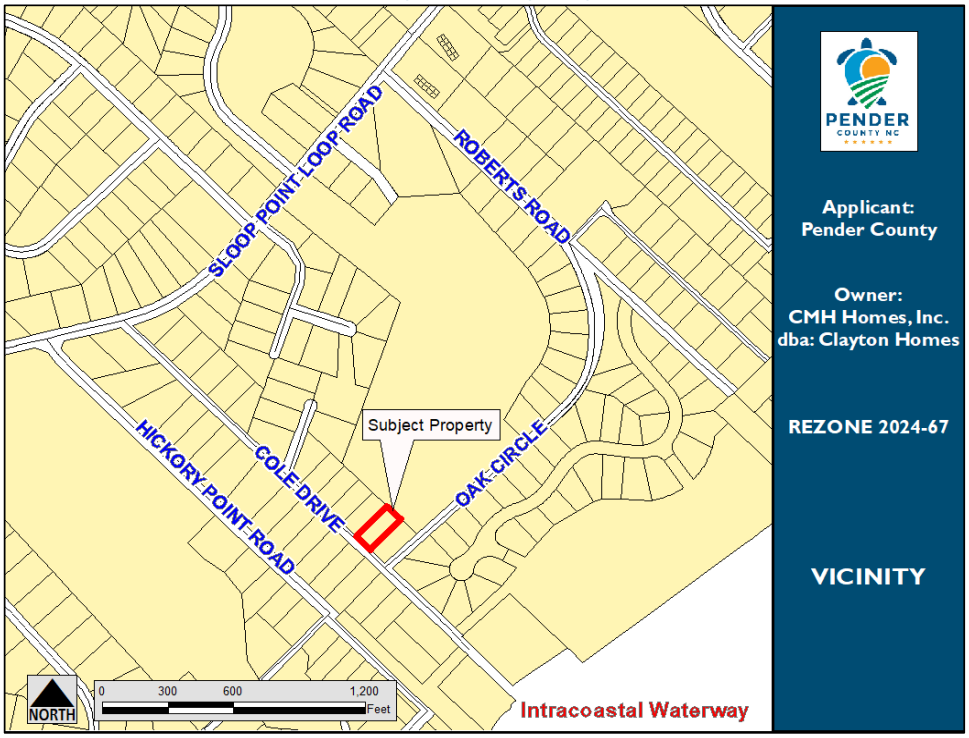
STAFF REPORT FOR REZONE 2024-67
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2024-67
Hearing Dates	July 2, 2024 – Planning Board July 15, 2024 – Board of Commissioners
Applicant	Pender County Planning & Community Development
Property Owner	CMH Homes, Inc. dba: Clayton Homes
Parcel Identification Number (PIN)	4213-48-6218-0000
Acreage	±0.41 acres
Township	Topsail
Pender 2.0 Future Land Use Category	Coastal Residential
Planning Board Recommendation	Approval

REZONING PROPOSAL
Pender County Planning & Community Development, applicant, on behalf of CMH Homes, Inc. dba: Clayton Homes, owner, is requesting the approval of a General Use Zoning Map Amendment to rezone one parcel of land totaling approximately 0.41 acres from the PD, Planned Development zoning district to the RP, Residential Performance zoning district.

LOCATION
The subject property is located on Cole Drive approximately ¼ mile southeast of the intersection of Sloop Point Loop Road and Cole Drive in the Topsail Township. The property may be further identified by Pender County PIN 4213-48-6218-0000.

Map 1: Vicinity Map



REZONING PROPOSAL

Planning Staff are proposing to rezone approximately 0.41 acres from the PD, Planned Development, zoning district to the RP, Residential Performance, zoning district. Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP zoning district. Any future development of the site must comply with the standards of the RP zoning district and is subject to review and approval by staff and/or the Technical Review Committee (TRC) to ensure compliance with all applicable local, state, and federal regulations.

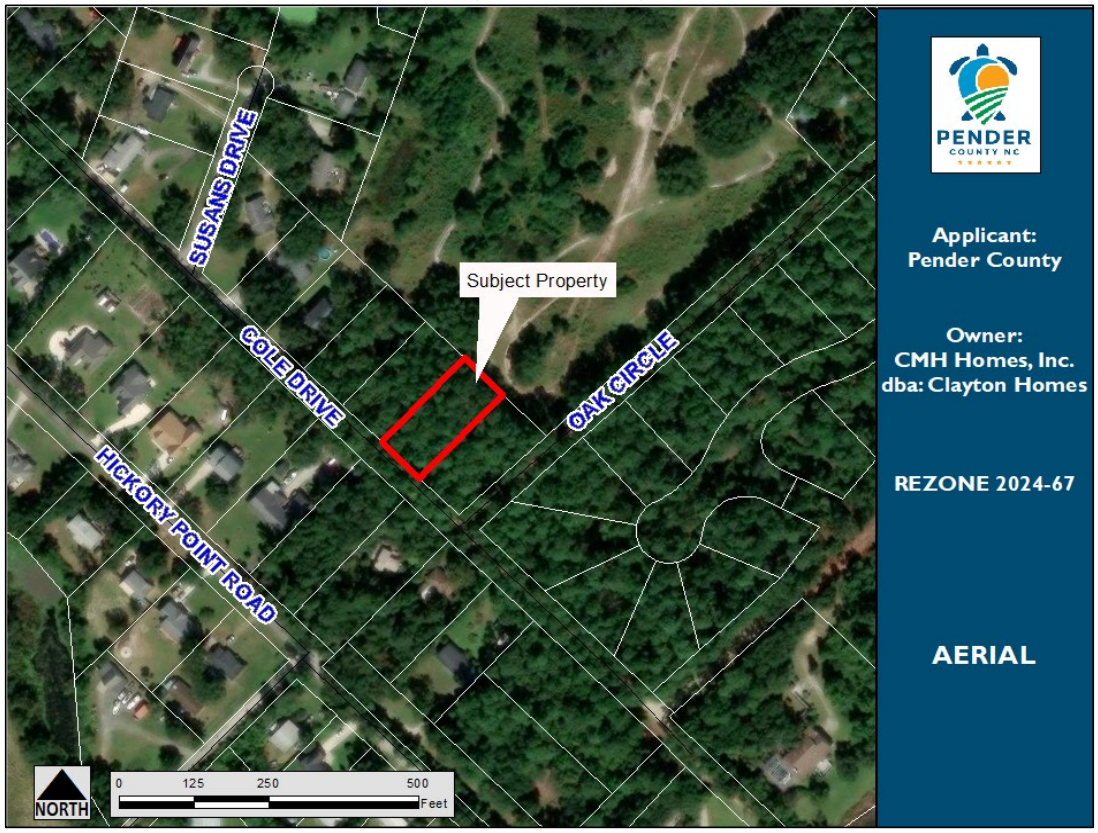
Intent of the Residential Performance Zoning District (Proposed)

The intent of the Residential Performance district is to allow for a variety of residential uses, densities, and limited commercial activities as well as agritourism.

Intent of the Planned Development Zoning District (Existing)

The Planned Development district encourages progressive land planning and design concepts and is intended to provide an alternative to a conventional development. The PD district allows projects of innovative design and layout that may not otherwise be permitted under this Ordinance due to the strict application of zoning district or general development standards.

Map 2: Aerial Map



Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the RP zoning district would apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject property.

Table 1: RP Dimensional Standards*	
Front	30’
Side	10’
Rear	25’
Corner	15’
Max. Height	35’
Structure Separation	30’

*The minimum lot size in this district is 15,000 square feet.

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP zoning district. The table below provides a general list of typical land uses permitted in the RP zoning district. A comprehensive list of all uses from Section 5.2.3 of the Pender County Unified Development Ordinance (UDO) is included as Attachment 1.

Table 2: Summary of Permitted Uses in RP Zoning District	
Residential Uses	SFD-Detached: Conventional, Duplex; Accessory Dwelling Unit; Manufactured Home
Commercial Uses	≈ 18 uses by-right (Home Occupation; Public Administration; Family Child Care Home; Public Parks; Temporary Fruit & Vegetable Stands) ≈ 33 uses w/ SUP (Cottage Occupations; Water Supply Facilities; Artisan Manufacturing; Food & Beverage Stores; Postal Services; Educational Services; Bed & Breakfast Inns; Religious Organizations; Telecommunication Facilities)

TRANSPORTATION INFRASTRUCTURE

Access
The subject property has direct access to Cole Drive, a private road. The parcel is approximately ¼ mile southeast of the intersection of Sloop Point Loop Road and Cole Drive.

Traffic
Traffic Impact Analyses (TIA) are not required for general use rezonings since a site-specific development plan is not required to be included as part of the proposal. Based on the size of the parcel (approximately 18,000 square feet) and available utilities, if the property were to be developed residentially, it would be limited to one single family home or manufactured home. That development density would not reach the threshold of requiring a TIA.

Table 3: NCDOT Annual Average Daily Traffic (AADT) – 2023				
Road	**Location**	**Volume**	**Capacity**	**V/C**
Sloop Point Loop Road	West of Country Club Drive	6,500	10,979	0.59

OTHER INFRASTRUCTURE & ENVIRONMENTAL CONCERNS

Utilities

Neither public water nor private sewer are available at this site. Public water lines and private sewer lines are in the area, so this site may have access to that infrastructure in the future. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools

There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. It is unlikely that the proposed rezoning would have any significant impact on the school system as the property would be limited to one single family dwelling unit due to its size if it is developed residentially.

Table 4: Environmental Concerns	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas.[1]
Wetlands	The subject property does not demonstrate characteristics of wetlands.[2, 3]
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC).[4]

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Surrounding Zoning

The subject property is currently within the Planned Development zoning district. Properties in the immediate vicinity of the subject property are currently zoned Residential Performance and Planned Development as shown on the map and table below.

Map 3: Zoning Map

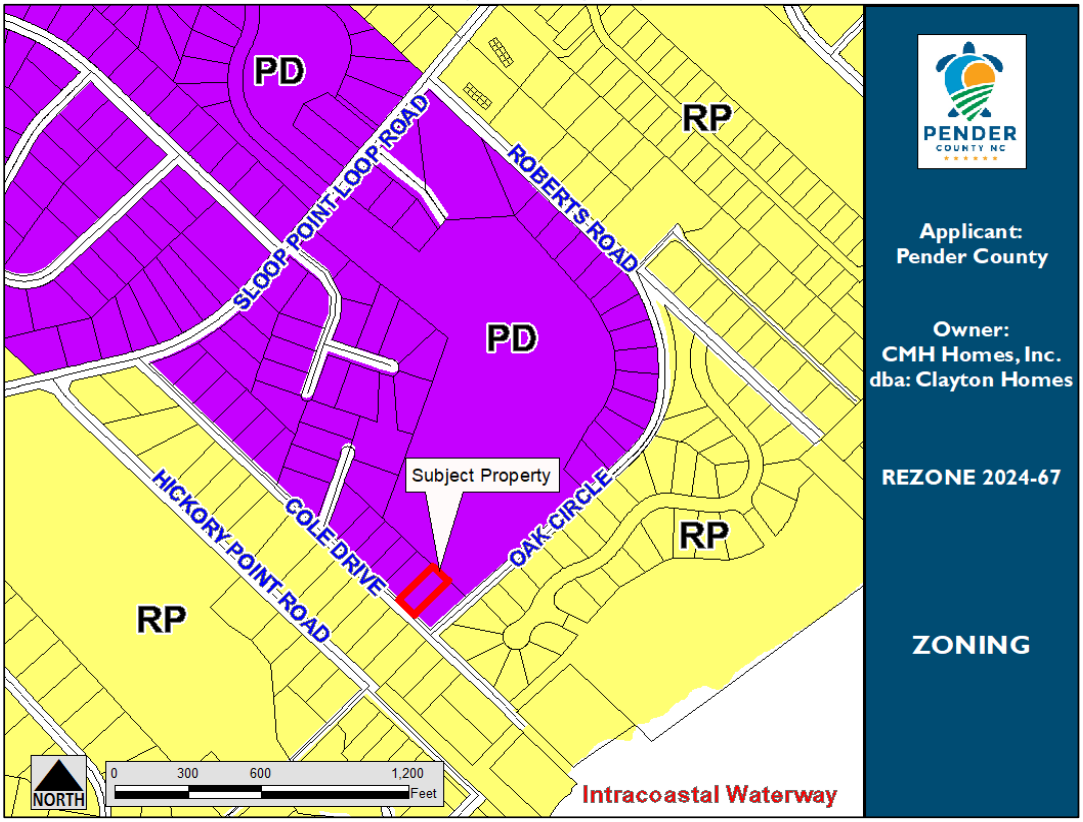


Table 5: Adjacent Uses and Zoning		
Direction	**Land Use**	**Zoning**
North	Vacant, Residential	Planned Development (PD)
East	Vacant, Residential	Planned Development (PD) Residential Performance (RP)
South	Residential	Residential Performance (RP)
West	Vacant, Residential	Residential Performance (RP) Planned Development (PD)

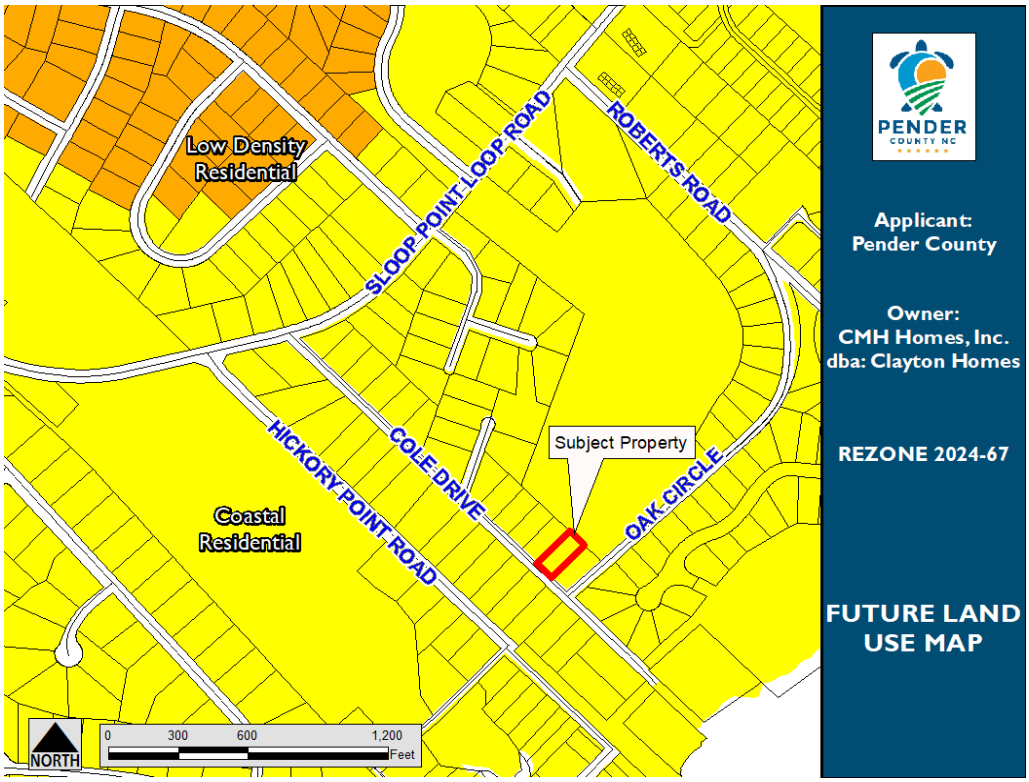
Pender 2.0 Comprehensive Land Use Plan Compliance
The subject property is within the Coastal Residential Future Land Use Category as designated by the Future Land Use Map (FLUM) within the Pender 2.0 Comprehensive Land Use Plan (Comprehensive Plan).

Coastal Residential
Supporting the County's coastal character and natural habitat is a top priority for Pender County residents. To more appropriately preserve the County's coastal character, the Coastal Residential future land use category is established. Coastal residential land uses are located east of the US 17 corridor and generally within a half-mile of estuarine waters such as coastal creeks and the Intracoastal Waterway. Appropriate uses include single-family residences, community recreation and open space uses, and water-based recreation uses (public and private). Unencumbered access to public trust coastal waters and maximum development setback from the shoreline is highly encouraged. Clustering of new communities is encouraged.

To support adjacent coastal surface water quality, low impact development (LID) is encouraged. In general, lots should maximize pervious surfaces. Tree preservation and mitigation is required for stormwater purposes and as a means of preserving the coastal habitat. Development density within this category is three dwelling units an acre or less. Water and sewer service are typically available in these areas.

Table 6: Future Land Use Category
Coastal Residential
Desired Uses • Single-family dwellings – detached • Recreation, parks, and open space
Inappropriate Uses • Non-residential development • Single-family dwellings – attached • Multi-family residential uses

Map 4: Future Land Use Category Map



Pender 2.0 Comprehensive Land Use Plan Policy Evaluation

This proposal is supported by the following policies and goals within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.V: Residential Development:** The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.
>
> **Policy 5.1.W: Single-family Residential Development:** The County shall maintain areas exclusively for conventional single-family development. Conversion of single-family homes to two-family and/or multi-family residential uses within established single-family neighborhoods shall be discouraged.
>
> **Goal 5.8: Topsail Planning Area:** Protect existing single-family neighborhoods and coastal habitats from the expansion of incompatible land uses, while focusing more intensive growth and development in key locations along the US 17 corridor and in accordance with the US 17 Bypass and Collector Street Plan.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e., water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
    1) be detrimental to the natural environment,
    2) adversely affect the health, safety, or welfare of residents or workers in the area,
    3) be detrimental to the use or development of adjacent property,
    4) materially or adversely affect the character of the general neighborhood, and
    5) be reasonable as it relates to the public interest.
B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

STAFF EVALUATION AND RECOMMENDATION

Planning & Community Development Staff are submitting the proposed general use rezoning application for Board of Commissioners disposition. This proposal is consistent with two policies and one goal of the Comprehensive Plan, which encourage the County to support a variety of housing types and preserve areas to be maintained for single-family residential development. Staff respectfully recommend approval of the proposal. At their July 2 meeting, the Planning Board unanimously recommended approval of the proposal.

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan; said approval is reasonable and in the public interest and furthers the goals of the Pender 2.0 Comprehensive Land Use Plan because it is consistent with the following policies and goal as noted in the staff report:

- **Policy 5.1.V**
- **Policy 5.1.W**
- **Goal 5.8**

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING].

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED
Pitts	Buchanan

APPROVED	DENIED	UNANIMOUS
Yes		Yes

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

REZONE 2024-67

Application

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	**ZMA**	**Date**	
Application Fee	**$**	**Invoice**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County Planning	**Owner's Name:**	CMH Homes Inc. dba: Clayton Homes
Applicant's Address:	805 S. Walker Street	**Owner's Address:**	5000 Clayton Rd
City, State, & Zip	28425	**City, State, & Zip**	Maryville TN 37804
Phone Number:	910-259-1202	**Phone Number:**	910-270-4457
Email Address:	dadams@pendercountync.gov	**Email Address:**	malia.doane@claytonhomes.com
Legal relationship of applicant to landowner:	N/A		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4213-48-6218-0000	**Total property acreage:**	+/- 0.41 acres
		Total Acreage to be Rezoned:	+/- 0.41 acres
Current Zoning District:	PD, Planned Development	**Water Provider:**	PCU
		Waste Water Provider:	Private Septic
Project Address:	211 Cole Drive	**Proposed Zoning District:**	RP, Residential Performance
Description of Project Location:	East of Sloop Point Loop Rd	**Township:**	Topsail
	Topsail Plantation	**Road Type:**	Private

SECTION 3: SIGNATURES			
Applicant's Signature	DLA	**Date:**	5/31/2024
Applicant's Name Printed	Pender County Planning, Daniel Adams	**Date:**	5/31/2024
Owner's Signature	Malia Doane	**Date:**	05/31/2024
Owner's Name Printed	Malia Doane for Clayton Homes	**Date:**	05/31/2024

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

REZONE 2024-67

Deed

This Document eRecorded: 02/26/2024 01:26:54 P
Fee: $26.00 DocType: DEED Tax: $180.00
Pender County, North Carolina
Sharon Lear Willoughby, Register of Deeds

Delinquent taxes, if any, to be paid by the closing
Attorney to the PENDER County Tax Collector upon
Disbursement of closing proceeds

_____
_____, Closing Attorney

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $180.00 Parcel Identifier No: 4213-48-6218-0000
File No.: 23-1885

Mail after recording to Grantee
This instrument prepared by: Fisher & Berch, PLLC, Attorneys At Law

Brief Description for the index: LOT 212, TOPSAIL PLANTATION

*****NO TITLE SEARCH REQUESTED OR PERFORMED BY PREPARING ATTORNEY*****

THIS DEED, made January 10, 2024, 2024, by and between

GRANTOR	GRANTEE
KEVIN BRETT SMITH, unmarried	**CMH HOMES, INC., A Tennessee Corporation**
Mailing Address: 7805 Bigelow Road Cary, NC 27519	**Mailing Address:** 5000 CLAYTON RD MARYVILLE, TN 37804

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 **PENDER** County, North Carolina and more particularly described as follows:

Submitted electronically by "Price & Williams, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pender County Register of Deeds.

All of Lot 212, Section II, Topsail Plantation Country Club, as shown on map of Walter K. Gaylor, Jr., Registered Land Surveyor, dated 7 March 1973 and recorded in Map Book 12 at Page 20 in the Office of the Register of Deeds of Pender County, reference to which is hereby made for a more particular description.

SUBJECT to any and all Restrictions and Easements of record.

Pursuant to the provisions of North Carolina General Statutes § 105-317.2, this ___ is/ ✓ is not a conveyance of the Grantor=s primary residence.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1256, Page 341, PENDER County Registry.

A map showing the above described property is recorded in Map Book 12, Page 20, PENDER County Registry.

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:

1. **Liens for taxes, assessments and other governmental charges that are not yet due and payable;**
2. **All general utility easements and restrictive covenants of record;**
3. **Reservation of oil, gas, mineral or other subsurface rights of record if any;**
4. **The provisions of all applicable zoning and land use ordinances, statutes and regulations;**
5. **Any exceptions listed after the description.**

Initials LBS

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.

Kevin Brett Smith (SEAL)
KEVIN BRETT SMITH, unmarried

STATE OF NC
COUNTY OF Pender

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: **KEVIN BRETT SMITH, unmarried.**

This the 10 day of January, 2024.

Natasha L. Garrett
Notary Public

NOTARY SEAL

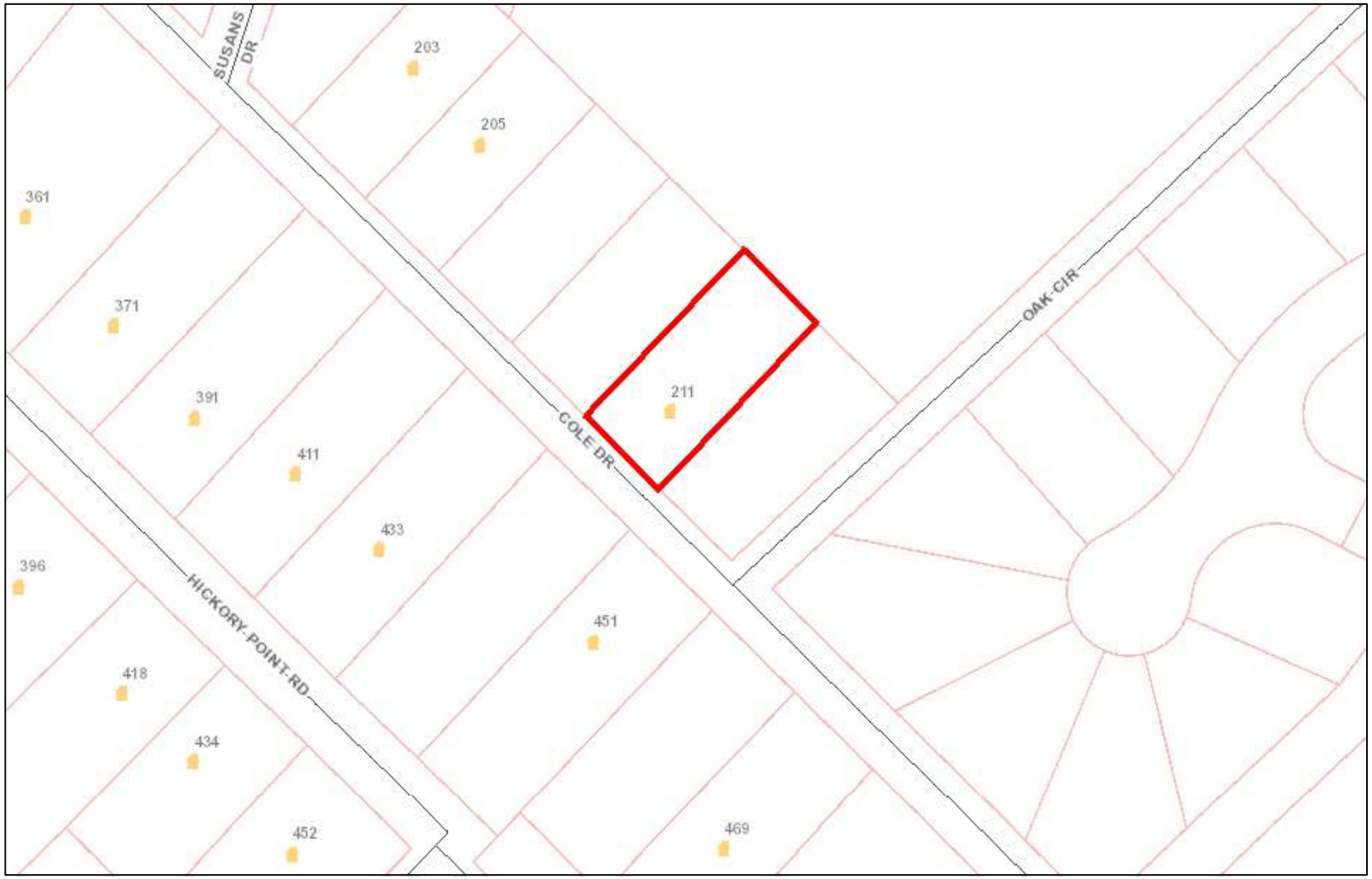
NATASHA L GARRETT
Notary Public, North Carolina
Onslow County
My Commission Expires
July 06, 2025

Natasha L. Garrett
Typed or printed name of notary

My commission expires: 7-6-25

REZONE 2024-67

Map of Site



PIN: 4213-48-6218-0000

Owner: SMITH, KEVIN BRETT
7805 BIGELOW RD
CARY, NC 27519

Deed Ref: /

Property Address:

Description: L 212 PB 12/20 TOPSAIL PLANTATION

Sale Price:

Sale Date: 12/31/1969

Plat: 00120020

Account No: 35630

Township: TOPSAIL

Subdivision: TOPSAIL PLANTATION

Tax Codes: G01 F22 R40

Acres: 0

Land Value:

Building Value:

Total value:

Deferred Value:

Exempt Amount: EXEM_AMT

PCL Class: R

Heated Sq Feet:

Pender County

1:1,445

0 0.01 0.02 0.04 mi

0 0.015 0.03 0.06 km

1 inch = 120 feet

12/31/1969

N W E S

ATTACHMENT 1

Table of Permitted Uses

TABLE OF PERMITTED USES										
P = Permitted Use **D = Permitted with Use Standards** **S = Special Use Approval Required** **SD = Special Use Approval Required with Additional Standards** **PM = Permitted in conjunction with the MDP process**										
Use Category Specific Use Type	**Residential**				**Mixed Use**	**Commercial**		**Industrial**		**Special Purpose**
	Zoning Districts									
Use Type	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL										
SFD-Detached: Conventional	P	P	P	P	P					
SFD-Detached: Zero Lot Line			P		P					
SFD-Attached: Duplex	P	P	P		P					
SFD-Attached: Multiplex			P		P					
SFD: Townhouse (5+ attached)			P		P					
Multifamily (condominium/ apartment)			P		P					
Upper Story Residential					P	P	P			
Accessory Dwelling Unit	D	D	P		D					
Accessory Dwelling Unit on Non-Residential Principal Uses	D				D			P	P	
Manufactured Home	P	D		P						
Manufactured Home Park				PMD						
ACCESSORY USES AND STRUCTURES										
Accessory Structures	P	P	P	P	P	P	P	P	P	
Cottage Occupations	SD	SD	SD		SD	SD				
Home Occupation	D	D	D	D	D	D				
Agritourism Activities on active farms	D	D	D	D	D	D	D	D	D	D

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119								S	S	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	
Sewage Treatment Facilities*	221320		S	PMD /S		PMD /S				P	
Except: Sewage Lift Stations*		SD	SD	PMD /S	PMD /S	PMD /S	D	D	D	D	
*County Owned or County Service District Provided Systems = P (Permitted)											
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33: MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 31-33: MANUFACTURING *(cont.)*											
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating, and Adhesive Manufacturing	3255									P	
Soap, Cleaning Compound, and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 31-33: MANUFACTURING (cont.)											
Concrete Pipe, Brick & Block Manufacturing	32733									P	
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42: WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45: RETAIL TRADE											
Motor Vehicle & Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics & Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health & Personal Care Stores	446	S	S			P	P	P	P		

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 44-45: RETAIL TRADE (cont.)											
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE, RENTAL & LEASING											
Real Estate, Rental & Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 54: PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES											
Professional, Scientific & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			
Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports, and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures	7114					P	P	P			
Museums, Historical Sites, and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION *(continued)*											
Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant Making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political, and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	
Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
MISCELLANEOUS USES *(continued)*											
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	