Pender County

Agenda

Board of County Commissioners Meeting
Monday, April 17, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION			
3.	PLEDGE OF ALLEGIANCE			
4.	ADOPTION OF AGENDA			
5.	PUBLIC INFORMATION			
	5.1.	Presentation by Gage King - Airport Manager, Town of Wallace ACZ Update to Pender County Commissioners 2023 - Pdf	King	5 - 25
	5.2.	Proclamation - Resilient and Thriving Community Week Proclamation Resilient and Thriving Communities Week - Pdf	Read	27 - 29
	5.3.	Proclamation - Sexual Assault Awareness Month Proclamation Sexual Assault Awareness Month - Pdf	Read	31
6.	PUBLIC COMMENT FOR AGENDA ITEMS ONLY			
7.	CONSENT AGENDA			
	7.1.	Approval of March 13 and April 3 Minutes March 13 and April 3 Minutes	Radford	33 - 58
	7.2.	Approval of 3 year Renewal for Indirect Cost Allocation Plan Maximus Renewal - Pdf	Blue	59 - 65
	7.3.	Approval of BOA for DSS Trust Account Deposits and Disbursements BOA DSS Trust - Pdf	Blue	67 - 68
	7.4.	Approval of BOA for Governor's Crime Commission rollover grant BOA GCC Grant - Pdf	Blue	69 - 70
	7.5.	Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of $172,609.50. MS EA Renewal - Pdf	Harvey	71 - 80
	7.6.	Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Enrollment in the amount of $23,159.07. SHI-EA agreement - Pdf	Harvey	81 - 87
	7.7.	Request Approval of a Budget Ordinance Amendment for Juvenile Crime Prevention Council Funds BOA for JCPC - Pdf	Turner	89 - 91
8.	APPROVALS AND RESOLUTIONS			

8.1.	Request for Approval to Receive Grant Funding for Travel to all-day Workshop for Library Staff Approval to receive grant funding - Pdf	Phillips-Bell	93 - 94
8.2.	Farm Service Agency (USDA) Lease for Agriculture Building Output Document (AIR - 2982) - Pdf	Vann	95 - 191
8.3.	Approval of Purchase Order to Replace Truck #4013 for PCU POforVehicle4013Replacement_PCU - Pdf	Proctor	193 - 203
8.4.	Approval of Budget Ordinance Amendment, Associated Purchase Order, and Resolution of Tentative Award to Military and Federal Construction Company for the Wastewater Plant Berm project for $574,602, Subject to EDA Approval BOA_PO_TentativeAward_PCP-WWTPBermProject - Pdf	Keel	205 - 210
8.5.	Approval of Renewal for NCACC Risk Pool Insurance Coverage for Property & Liability and Worker's Compensation NCACC Risk Pool Renewals - Pdf	Blue	211 - 222
9.	DISCUSSION		
10.	APPOINTMENTS		
10.1.	Board liaison appointment Appointment to CF RPO RTAC - Pdf	Radford	223
11.	MAPLE HILL WATER AND SEWER DISTRICT		
12.	ROCKY POINT WATER AND SEWER DISTRICT		
12.1.	Approval of Utility Easement to Piedmont Natural Gas for Service to Hampstead Tank Well UtilityEasement_PNG_HTWell - Pdf	Keel	225 - 228
13.	SCOTTS HILL WATER AND SEWER DISTRICT		
14.	MOORES CREEK WATER AND SEWER DISTRICT		
15.	CENTRAL PENDER WATER AND SEWER DISTRICT		
16.	PENDER COUNTY BOARD OF HEALTH		
17.	SOCIAL SERVICES BOARD		
18.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS		
19.	PUBLIC COMMENT		
20.	CLOSED SESSION (IF APPLICABLE).		
21.	7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS		
21.1.	REZONE 2022-41: Zoning Map Amendment request for three tracts of land from RP, Residential Performance to RM, Residential Mixed within the Topsail Township REZONE 2022-41 - Pdf	Brantley	229 - 270
21.2.	REZONE 2023-46: Zoning Map Amendment of one parcel in the Topsail Township from RP, Residential Performance to GB, General Business	Adams	271 - 299

REZONE 2023-46 - Pdf

21.3.	SUP 2023-42: Special Use Permit request for Real Estate and Rental and Leasing use in the Topsail Township SUP 2023-42 - Pdf	Feldman	301 - 318
21.4.	SUP 2023-43: Special Use Permit request for a Civic and Social Organization in the Topsail Township SUP 2023-43 - Pdf	Feldman	319 - 349

22. ADJOURNMENT

Henderson Field Airport
Wallace North Carolina
Pender County

Pender County Commissioners Meeting
April 17th, 2023

ACZ

Henderson Field Airport today…

HENDERSON FIELD AIRPORT
ECONOMIC CONTRIBUTION

2021:

Total Annual Output in Dollars = $5,260,000

Total Output in Employment = 30 jobs

Total State and Local Taxes = $227,000

2023:

Total Annual Output in Dollars = $13,350,000

Total Output in Employment = 60 jobs

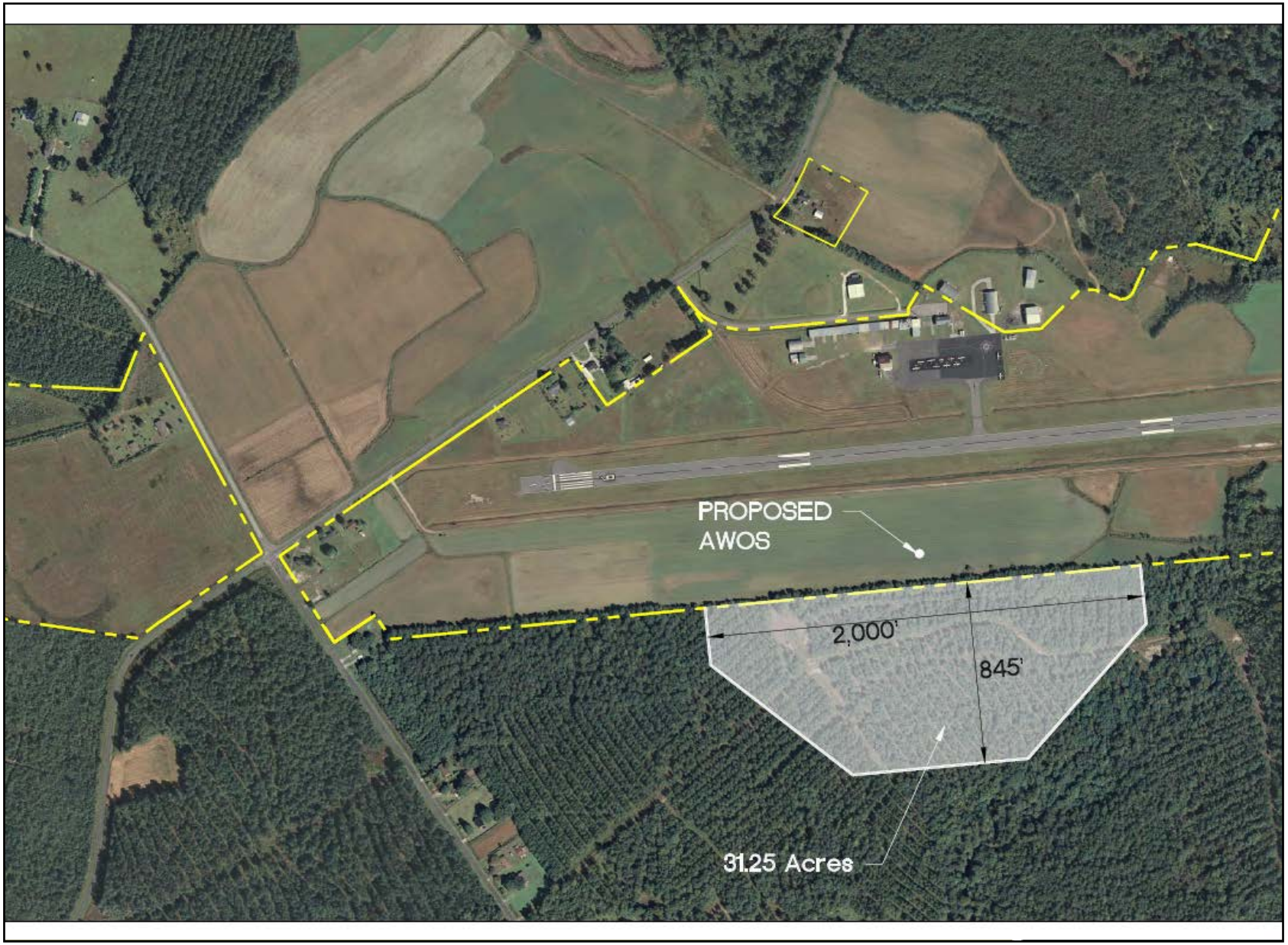
Total State and Local Taxes = $464,000

Source:
NCDOT Division of Aviation Economic Contribution of Airports in North Carolina.

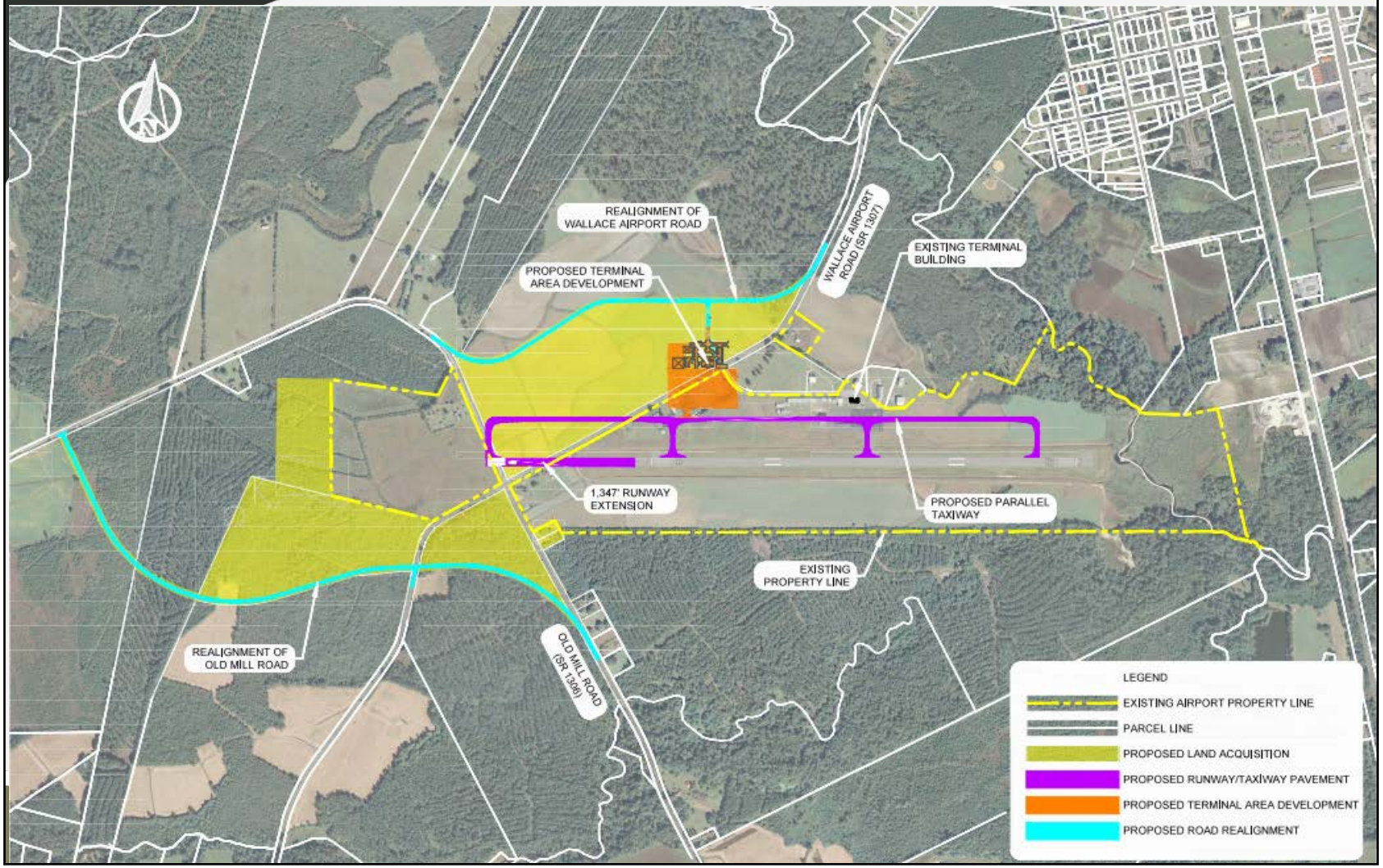
AWOS PROJECT COMPLETION

- Project Stated in 2020
  - Land Acquisition of 31.25 acres
  - Land Clearing
  - Site Design
  - Equipment Acquisition is Site Construction

Project	Grant Funds	Local Funds
Land Acquisition	$116,935.00	$12,993.00
Land Clearing	$244,167.00	$27,131.00
AWOS Equipment	$135,000.00	$0.00
Site Construction	$278,540.00	$5,593.00
TOTAL	**$774,642.00**	**$45,717.00**

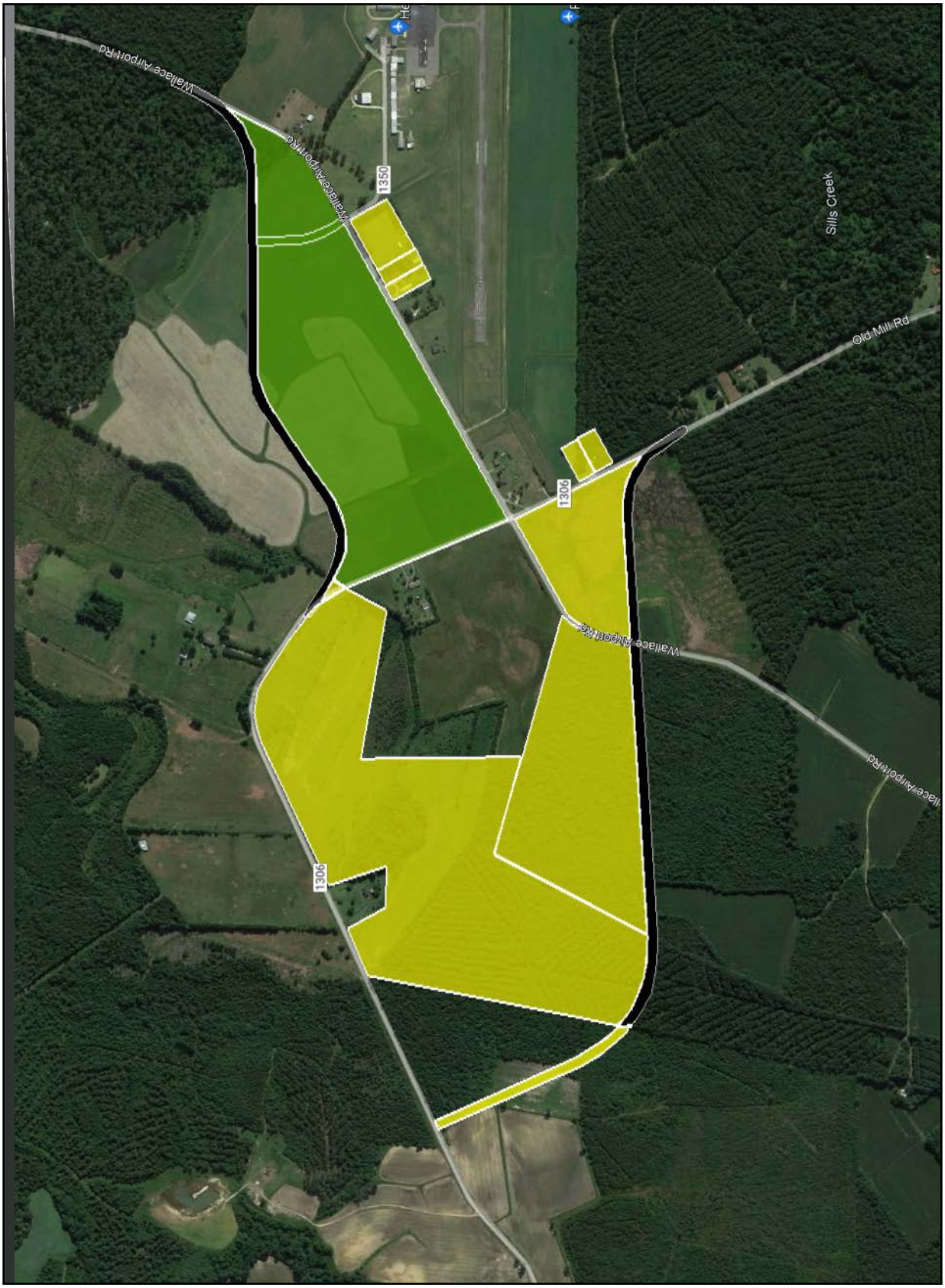

PROPOSED
AWOS
2,000'
845'
31.25 Acres

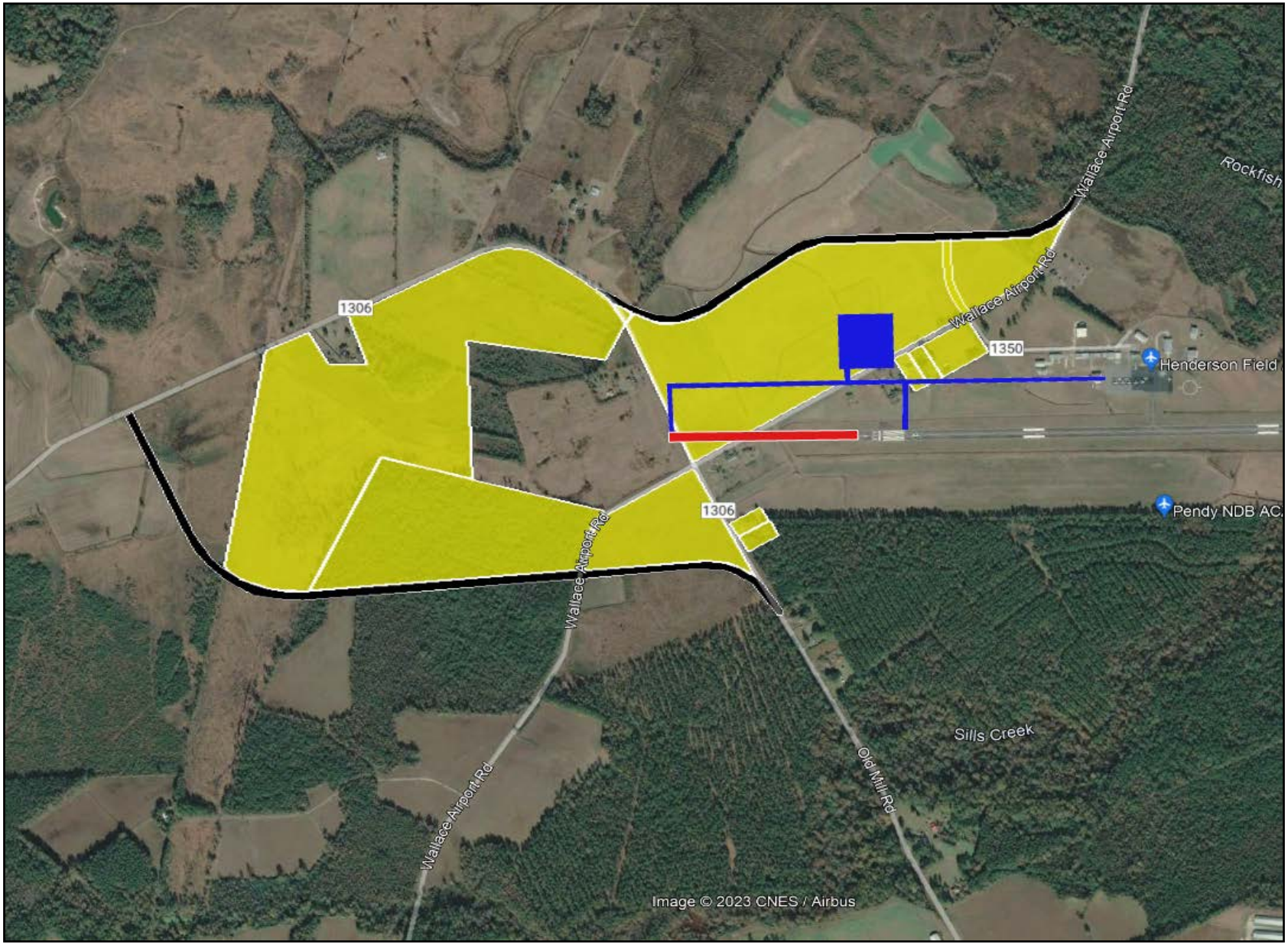
Henderson Field Airport expansion…



EXPANSION PROGRESS

- **Land Acquisitions and Preliminary Design**
  - Jan 2021 – May 2023
- **Final Design for Roadway Relocation**
  - Jan 2022 - May 2023
- **Roadway Construction**
  - Oct 2023 – April 2024
- **Runway and Taxiway Design**
  - Oct 2023 - April 2024
- **Runway and Taxiway Construction**
  - July 2024 – Sep 2024


Wallace Airport Rd
1350
Wallace Airport Rd
Sills Creek
Old Mill Rd
1306
Wallace Airport Rd
Wallace Airport Rd
1306


Wallace Airport Rd
Rockfish
Wallace Airport Rd
1306
Wallace Airport Rd
1350
Henderson Field
1306
Pendy NDB AC
Wallace Airport Rd
Sills Creek
Old Mill Rd
Wallace Airport Rd
Image © 2023 CNES / Airbus

EXPANSION COST ESTIMATES

Project Phase	Est. Amount
Land Acquisitions	$1,875,000
Road Construction	$7,800,000
Runway Construction	$3,750,000
Taxiway and Apron Construction	$5,000,000
Total	**$18,425,000**

FUTURE PROJECTS

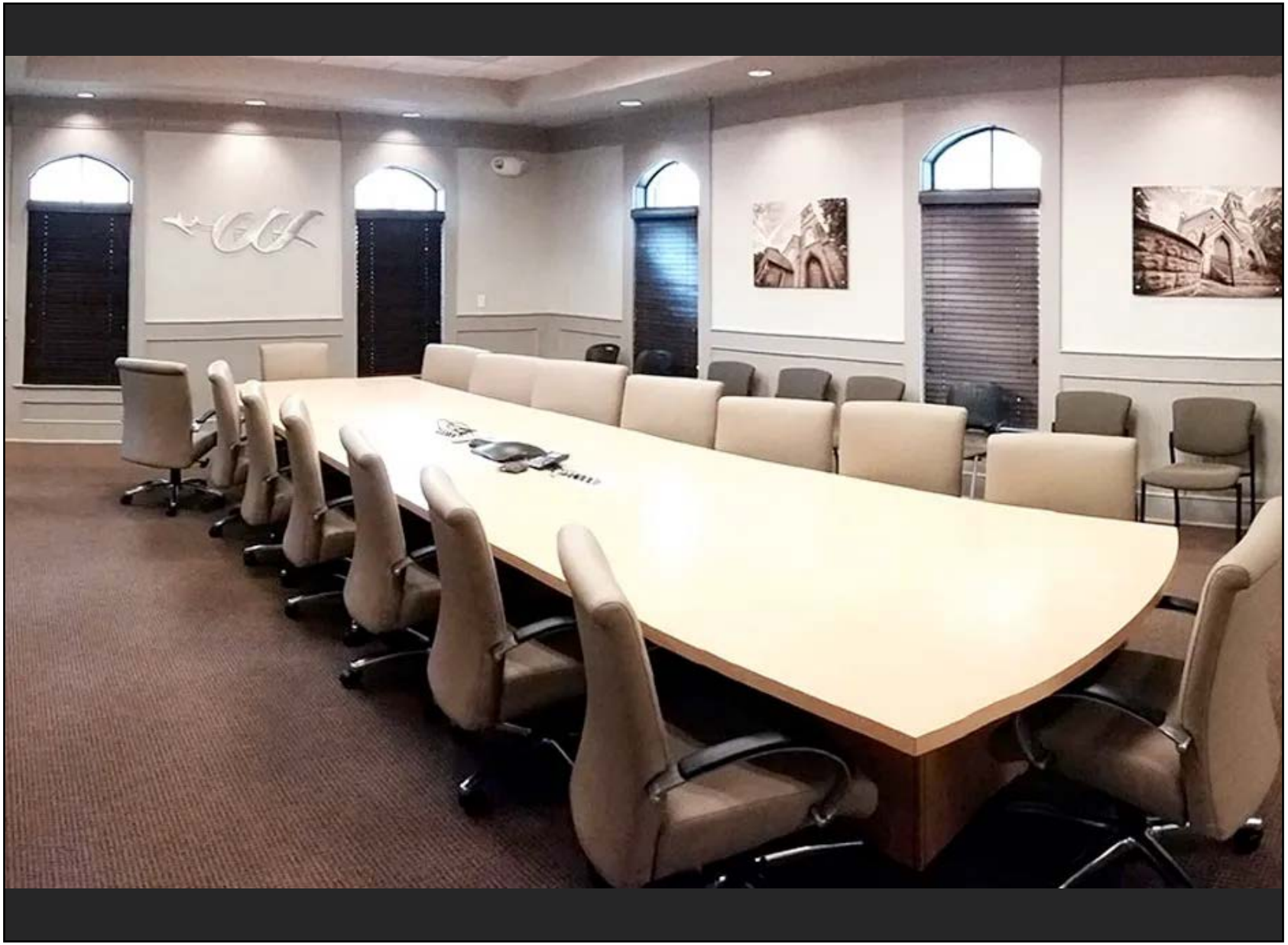
Project	Est. Cost	Est. Local Match	Est Construction Date (CY)
Runway Rehabilitation	$3,750,000	$375,000	2023-2024
Runway Light Rehabilitation	$1,100,000	$110,000	2024
Terminal Area Construction	$8,177,000	$0.00	2025
Water Infrastructure	$2,000,000	$0.00	2025
Hangar Construction	$1,500,000	$150,000	2025-2026
Total	**$16,077,000**	**$635,000**	

PENDER COUNTY CONTRIBUTION

Pender County Balance:	$227,323.42
Current Pender County Request:	$50,000.00
Estimated Balance:	**$277,323.42**

WALLACE AIRPORT

WASHINGTON - WARREN AIRPORT



HENDERSON FIELD RENAMING

- Existing name is not easily marketable
- Location of Airport is not easily identifiable
- Need to create a more business friendly Airport

Top Ranking Option:

Wallace – Pender Airport

CONTACT INFORMATION

GAGE KING

AIRPORT MANAGER

Tel. 910.285.6642
gking@wallacenc.gov

Pender County
Proclamation April 29th - May 5th Resilient and Thriving Communities Week

TO:	BOCC
FROM:	April Radford
DATE:	April 17, 2023
SUBJECT:	Proclamation

SUMMARY:
The Pender County Resiliency Task Force, a collaborative of local non-profit organizations, business and government representatives and community members request the Board proclaim April 29th - May 5th Resilient and Thriving Communities Week in Pender County.

March 15, 2023

Pender County Board of Commissioners
805 S. Walker St.
P.O. Box 5
Burgaw, NC 28425

Dear Pender County Commissioners:

On behalf of the *Pender County Resiliency Task Force,* a collaborative of local non-profit organizations, business and government representatives, and community members, we would like to respectfully request to be placed on the County Commissioners meeting agenda for April 17, 2023 to speak briefly and request the commissioners sign a proclamation declaring the week of April 29, 2023 through May 5, 2023 as *Resilient and Thriving Communities Week* in Pender County.

The Pender County Resiliency Task Force was established in 2019 with the goal of providing education, awareness, training, and support to the Pender County community about Adverse Childhood Experiences and Resiliency. The goal of the task force is to help create a more resilient, informed community that has access to resources that support overall well-being for its citizens, helping to combat the potential long term affects that can result from negative childhood experiences and adversely impact physical and mental health. Key members of the task force include Pender County Schools, Novant Health, Coastal Horizons, Trillium, Pender County Christian Services, The Carousel Center, The United Way, and Communities In Schools, among others. District Attorney Ben David has been invested in and supportive of getting the group started back in 2019 and continues to support its efforts. *The Pender County Resiliency Task Force* is part of a national resiliency effort and one of many similar task forces active in other communities across North Carolina.

Amy Read, *Pender County Resiliency Task Force* Chair, would like to speak at the April 17th meeting to formally request a signed proclamation for Pender County and to share a brief overview of the task force.

Thank you for your kind consideration of our request.

Sincerely,

Amy Read
PCRTF Chairperson
Community Trainer
Healthy and Resilient Communities Grant Coordinator
Coastal Horizons Center

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

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

PROCLAMATION
Resilient & Thriving Communities Week 2023

WHEREAS, resilient and thriving communities are vital to our community and state's future health, success, and prosperity to ensure a strong foundation for everyone at all ages and stages of life; and

WHEREAS, the science is clear that resilience is built, and that communities and systems play a key role in promoting safe, secure, nurturing environments for all; and

WHEREAS, adverse childhood and life experiences, adverse community environments, and adverse climate events impact overall quality of life and well-being of an entire community; and

WHEREAS, Healthy North Carolina 2030: A Path Toward Health by the North Carolina Institute of Medicine, in partnership with the North Carolina Department of Health and Human Services, Division of Public Health, identifies reduction of adverse childhood experiences by 25% by 2030 as a goal; and

WHEREAS, it is our collective responsibility to collaborate in a nonpartisan fashion to promote positive experiences, secure relationships, and supportive environments to buffer stress and adversity, and to support local resilience coalitions, collaboratives, task forces, and initiatives across the state; and

WHEREAS, investing in policies, programs, and strategies that address adversity and strengthen community resilience is essential to the health of our community; and

WHEREAS, Brunswick County encourages all individuals and all sectors, public and private, early childhood through post-secondary education, faith-based organizations, healthcare systems, justice systems, social service systems, businesses, and elected leaders to collaborate to strengthen our communities; and

NOW, THEREFORE, Pender County Board of Commissioners does hereby proclaim April 29 through May 6 as "Resilient & Thriving Communities Week**"** in our community **and** commend its observance to all citizens.

_____ ATTEST: _____
Jacqueline A. Newton, Chair David Andrews, Clerk

PO Box 5, 805 S. Walker Street
Burgaw, NC 28425

910-259-1200 office
www.pendercountync.gov

PROCLAMATION

WHEREAS, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in the community. SAAM aims to raise public awareness about sexual violence and educate communities about how to prevent it, and

WHEREAS, Systems of oppression such as racism, sexism, classism, heterosexism, ageism, albeism, etc. contribute to higher rates of sexual harrassment, assault, and abuse.

NOW, THEREFORE BE IT PROCLAIMED by the Pender County Board of Commissioners that the month of April is Sexual Assault Awareness Month.

Adopted this the day of , 2023.

_____

Jacqueline A. Newton, Chairwoman
Pender County Board of Commissioners

ATTEST: _____
David Andrews, Clerk to the Board

MINUTES
Board of County Commissioners Meeting
Monday, March 13, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT: None

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Nancy Avery, Interim Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

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

2 INVOCATION

2.1 Vice Chair Hardee gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner McCoy led the Pledge of Allegiance

4 ADOPTION OF AGENDA

Moved by Fred McCoy, seconded by Brad George

Motion to adopt the agenda as presented

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

Brad George	x			
Wendy Fletcher-Hardee	x			
	5	0	0	0

CARRIED.

5 PUBLIC INFORMATION

5.1 Trillium Health Resources annual report

Cecelia Peers gave the Board an update on Trillium services stating Trillium is an insurer provider and manages health care plans for local entity and members of regional government. Commissioners from all counties serve on their board. Plans offered as of July 2021 were Amerihealth Caritas NC Inc., Blue Cross Blue Shield of NC, UnitedHealthcare of NC Inc., and WellCare of NC Inc. Most of their counties are rural with barriers to accessing care and doctors.
We are adding additional call lines for pharmacy benefits, nurse and a behavioral health crisis line. We will support opioid settlement projects. There are three tribes in their area and we are working with them to ensure correct coverage. We partnered with New Hanover County on the Healing Place, a 200-bed program that is peer led for opioid use disorder. The company also provides Community Outreach and Education.

Chair Newton asked how residents reach Trillium.
Ms. Peers said they call Help Care line at 877-685-2415.

6 PUBLIC COMMENT FOR AGENDA ITEMS ONLY

6.1 None

7 CONSENT AGENDA

7.1 Approval of Budget Amendment for the transfer of revenue funds from insurance claims in the amount of $45,302.33.

7.2 Approval of minutes

7.3 Approval of Tax Releases and Refunds

7.4 Increase PO# 58 to Professional Mail Services Inc for Postage & Mailing of PCU Water Bills

7.5 PCU Full-Service Odor Control Program

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to adopt the Consent Agenda as presented.

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Consideration of Granting an Easement to NCDOT for Drainage Infrastructure and Roadway Improvements

Planning Director Adams introduced Katie Hite, Division Project Development Engineer with NC Department of Transportation.

Ms. Hite stated she is here to speak about the Pender Commerce Park on Highway 421. Proposed roadways improvements are necessary for safety and future development. DOT received $4 million in funding for these improvements. Construction is expected to begin in April and be completed in August of this year. Improvements will be at Corporate Drive, Quality Way, Vitamin Drive, and the I-140 ramp. DOT needs right of way donations from the County at Corporate Drive and Quality Way for this project to move forward. Corporate Drive at US 421 will have a new signal, offset lefts north and southbound for easier site lines. A temporary construction easement is needed for this location. Quality Way will have offset lefts and be a new intersection. A temporary construction easement and permanent drainage/utility easement is needed. Vitamin Drive will have an offset left installed off Highway 421. Changes will also be made at Highway 421 and I-140 intersection.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to allow DOT a temporary construction easement and drainage easement for Quality Way and a temporary construction easement for Corporate Drive improvements as requested.

	For	Against	Abstained	Absent

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

CARRIED.

8.2 Resolution in support of stoplight

Manager Andrews explained that DOT is requesting a resolution of support for a stoplight at intersection of Grandview and Highway 17. They conducted a study that supports the need and they have funds available. There is no cost to the County.

Moved by Wendy Fletcher-Hardee, seconded by Brad George

Motion to approve resolution in support of a stoplight at the intersection of Grandview and Highway 17 in Hampstead.

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

CARRIED.

8.3 Resolution for current and future NC DOT petitions

Interim Clerk Avery stated DOT is requesting approval of petitions to add the following roads to the state maintained system:
1. Preswick Drive, Trevor Court, Sterling Glenn Drive, and Brisbaine Drive in the Avendale subdivision in Hampstead
2. Dreyton Hall Court and Transfer Station Road Extension

Interim Clerk Avery also asked the Board to approve in the resolution issuing a blanket approval to DOT for all future roads petitions for

addition to the state maintained system so each one does not have to appear before the Board.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve resolution for current road petitions as presented and issue blanket authorization to DOT for future road petitions.

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

CARRIED.

8.4 Approval of EverBridge for Mass Notification and ending contract with CodeRed

Emergency Manager Batson stated he is requesting the Board approve ending the expiring contract with CodeRed and entering into a contract with Everbridge for mass notification. The County has used mass notification via phone call, text and email notification since 2013 through CodeRed at a cost of around $20,000 annually. As the contract is expiring, we would like to switch to Everbridge starting July 1, 2023. Cost savings would be $12,000 annually.

Discussion:
Chair Newton asked how will we change folks over?
Manager Batson stated 60% of data is old and not usable. We will do a mass advertisement to sign up everyone with current information. We had multiple vendors apply and reviewed all of the proposals and Everbridge is the staff recommendation.

Moved by Wendy Fletcher-Hardee, seconded by Brad George

Motion to approve changing contracts for mass notification system to Everbridge, as presented.

	For	Against	Abstained	Absent

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

CARRIED.

8.5 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-21-5048-0000 - Off of McDuffie Road, Grady

Finance Director Blue said this was readvertised at minimum tax value of $4,200 and this bid was received from Reem Yousif in the amount of $5,050. Staff requests Board approval to move forward with the sale.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to accept bid and sell.

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

CARRIED.

8.6 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 - King's Estates, Burgaw

Finance Director Blue said tax value on this property is $6,175 and a bid was received from Terry Xiong of $6,175. Staff requests authorization to accept the bid and move foward with selling the property.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to accept bid as presented.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			

Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George	x			
Wendy Fletcher-Hardee	x			
	5	0	0	0

CARRIED.

8.7 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2354-71-6682-0000 - Off of Little Egypt Road, Columbia

Finance Director Blue stated tax value is $131,250 and a bid was received from Gabriel Romero for $149,250. Staff is requesting Board approval to accept the bid and move forward with the sale of the property.

Moved by Brad George, seconded by Fred McCoy

Motion to accept bid and sell the property.

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

CARRIED.

8.8 Approval of Primary & Secondary Contract and Purchase Order for Professional Services related to future land planning - RFQ#230119-241

Finance Director Blue stated we put out a Request for Qualifications for due diligence and suitability evaluations of potential property such as surveying and master plan design for potential purchase of future property. Property puchased may be used for schools, parks, water treatment plants, etc.
Staff received two responses and after review, staff recommends entering into two contracts: one with a primary contractor to be ECS for $40,000 and a secondary contractor to be Summit for $10,000.

Moved by Brad George, seconded by Fred McCoy

Motion to approve primary contractor as ECS and secondary contractor as Summit as presented.

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

CARRIED.

8.9 Approval of Purchase Order for the Axon Body Camera 3 & Axon Air Contract in the amount of $45,811.81.

Sheriff Cutler stated this is a contract re-write for Axon body cameras. Some cameras are on unlimited storage basis, and some are ala carte. This rewrite consolidates all cameras with unlimited storage and consolidates two contracts into one for a savings. He is requesting approval from the Board to rewrite existing contracts with Axon into one contract. Funding is already in place.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to approve rewriting of Axion contracts into one contract as presented.

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

CARRIED.

8.10 Resolution Requesting Funding of a 10 Mile Parallel Line Phase 2 For the Lower Cape Fear Water and Sewer Authority

Utilities Director Keel stated the Lower Cape Fear Water/Sewer Authority provides raw (untreated) water from the Cape Fear River to Pender County as the supply to our surface water treatment plant off US 421.

Phase 1 of the 48" parallel pipeline project is approved, funded, and underway, and will provide a redundant supply pipeline all the way to the Pender County surface water plant intake. The Phase 2 project is seeking funding to parallel the pipeline from the Pender County intake to the CFPUA intake, which will also include the US 421 industries. The Pender County Board has previously committed to a $1.53 million contribution to Phase 1 of the parallel line project. The Phase 2 project will not require any Pender County contribution, as it will only benefit downstream users. This resolution will support LCFWASA's efforts to obtain funding from the state legislature.
He asked the Board to approve the resolution requesting the General Assembly to appropriate in the FY24-FY25 state budget an allocation of funding for the second phase of the ten-mile parallel line project for redundancy, reliability, and emergency management of the critical regional water supply in Eastern North Carolina.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to approve resolution requesting the General Assembly to appropriate in the FY 23-25 state budget an allocation for funding for second phase of the ten-mile parallel line project for redundancy, reliability and emergency management of the critical regional water supply in Eastern North Carolina.

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

CARRIED.

8.11 Resolution authorizing execution of opioid settlements and approving the supplemental agreement for additional funds between the state of

North Carolina and local governments on proceeds relating to the settlement of opioid litigation.

Health Director Moser said five new national opioid settlements have been reached with Teva, Allergan, CVS, Walgreens and Walmart. (Wave Two). This resolution and the Supplemental Agreement must be approved in order to directly share in the settlement funds.
Pender allocations are as follows:
Wave One - $3,772,960.81 from 2022-2038
Wave Two - $3,020,171.24 from 2023-2036
She requested the Board approve the resolution to receive opioid settlement proceeds.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to approve resolution to receive opioid settlement proceeds as presented.

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

CARRIED.

9 APPOINTMENTS

9.1 Appointment to Southeastern Partnership Inc.

Interim Clerk Avery requested appointment of County Manager David Andrews as representative to the Southeastern Partnership. This organization provides economic development services for 20 counties. The former County manager was the representative.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to appoint County Manager Andrews as the representive to the Southeastern Partnership.

	For	**Against**	**Abstained**	**Absent**
Fred McCoy	x			

Jacqueline A. Newton	x			
Jerry Groves	x			
Brad George	x			
Wendy Fletcher-Hardee	x			
	5	0	0	0

CARRIED.

10 SOCIAL SERVICES BOARD

10.1 Medicaid expansion update

Social Services Director Stewart stated House Bill 76 is for Medicaid expansion. It appears the House and Senate have come to some sort of an agreement on this that provides support for counties, enrollment expansion, upcoming technology and process improvements to support expansion and implementation by July 1, 2023. Pender County may increase by 6,000 new recipients under this expansion. House Bill calls for $4 million in funding to counties to start implementation, then $70 million in Fiscal Year 2023-2024, with $30 million to Social Services; $20 million for incarcerated people and $20 million for improvements in system and staffing. The Senate bill has not been passed and no funding was included in that version.

Director Stewart said this will be a challenge for my department to handle an additional 6,000 cases to hire and train additional staff in addition to the fact that we are required to recertify all participants on an annual basis.

11 PUBLIC COMMENT

1. Michael Thurlow, 5263 Highway 117 South, Burgaw, questioned the change in policy about tire disposal. He used to haul them all at once a mile down the road from his shop. Last week they told me I could only go to Rocky Point and to Hampstead. This is a big county. Why is Pender County making us do all this driving?

Manager Andrews will follow up with him on this.

2. Kim Meyer, 102 Leslie Lane, stated she proposes making a permanent position for stormwater manager or supervisor in Pender County. She has been attending a lot of planning meetings and she is concerned that when new projects are evaluated do have stormwater evaluation done but not by anyone local who is looking at surrounding communities for new developments to look

at stormwater management. She proposes an annual meeting with the individual commissioner for their district to discuss what is going on in that area.

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

Manager Andrews reminded Board members of the retreat this Thursday and Friday in Hampstead. He stated we have recruited and hired a staff attorney effective April 17th. We started internal budget reviews with department heads today.

Attorney Thurman stated the Board needs to go into closed session as per NCGS 143-318.11(3) attorney client privilege, item (5) land acquisition and item (6) personnel.

13 CLOSED SESSION (IF APPLICABLE).

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to go into closed session as per NCGS 143-318.11(3) attorney client privilege, (5) land acquisition and (6) personnel at 6 pm.

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

CARRIED.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to return to Open Session at 7:04 pm.

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

Wendy Fletcher-Hardee	x			
	5	0	0	0

CARRIED.

14 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

14.1 SUP 2023-41: Special Use Permit request for Artisan Manufacturing in the Rocky Point Township

Attorney Thurman administered the oath to all those wishing to testify.

Chair Newton opened the Public Hearing at 7:06 pm.

Planner Feldman stated this is case 2023-41 by applicant Allan McVay on behalf of owner Joseph Brian West, for a Special Use Permit for Artisan Manufacturing to allow design, modification and crafting of custom artisan wood furniture, shelving and cabinetry. Property is located on NC Highway 133 approximately 1000 feet west of the intersection with Cheshire Road in the Rocky Point Township.

Testimony
1. Applicant McVay testified he would have no more than four employees and he plans to manufacture cabinets. He said no customers will be onsite and it will be open one to two days a week. There will be no motion light on the property.
2. Sabrina Vincent, 311 Apple Blossom Drive, testified her mother is a resident nearby. She owns the property, and her mother lives there. She is concerned that the property will be rezoned commercial and change the community. She asked if material will be brought in and out that will affect traffic?

Chair Newton closed the Public Hearing at 7:20 pm as there were no more witnesses to testify.

Board discussion
The Board discuss hours of operation planned, distance of the closet neighbor, dust collection method and possible traffic impact.

Moved by Jerry Groves, seconded by Brad George

Motion to approve SUP Case 2023-41 for Artisan Manufacturing as presented.

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

CARRIED.

15 Closed session

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to go into Closed Session at 7:21 pm as per NCGS 143-318.11(3) attorney client, (5) land acquisition, (6) personnel.

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

CARRIED.

16 ADJOURNMENT

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to return to open session at 7:59 pm and adjourn.

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

CARRIED.

MINUTES
Board of County Commissioners Meeting
Monday, April 3, 2023 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews, County Manager
Trey Thurman, County Attorney
Tera Cline, Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

1.1 Chair Newton called the meeting to order at 4 pm.

2 INVOCATION

2.1 Commissioner George gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves led the Pledge of Allegiance

4 ADOPTION OF AGENDA

Chair Newton stated that the presenter for item 5.1 under Public Information is not able to attend.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to adopt the agenda as amended with the removal of items 5.1, 8.4 and 8.7.

	For	Against	Abstained	Absent
Fred McCoy	x			

Jacqueline A. Newton	x			
Jerry Groves	x			
Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

5 PUBLIC INFORMATION

5.1 Final FY 2023-2024 CSBG Grant Application by Kathleen Lowe Jacobs, Director, Southeastern Community Action Partnership

Presenter unable to attend - removed from agenda

5.2 Presentation of the Water & Sewer System Development Fee Study by Stantec Consulting Services Inc.

Mr. Keel introduced Mr. David Hyder from Stantec Consulting Services to present the systems development fee study to the board. Mr. Hyder recommended using the combined approach.
There were no questions from the board and no action taken.

6 PUBLIC COMMENT FOR AGENDA ITEMS ONLY

6.1 There were no public comments.

7 CONSENT AGENDA

7.1 Acceptance of Deed of Easement for Pump Station Site

7.2 Acceptance of Deed of Easement for Water Pipeline for Blake Farm Near Island Creek Road

7.3 Increase PO# 184 to Core & Main for Supplies for Water & Sewer System

7.4 Approval of minutes

7.5 Approval of Tax Releases and Refunds

7.6 Approval of Contract for Seven Oaks Management to go to Excel Property Management

7.7 Approval of new hire for Tax Administrator, Melissa Radke effective May 1, 2023.

Moved by Brad George, seconded by Fred McCoy

Motion to approve consent agenda as presented.

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Appointment of Michael Carlisle & Joseph Hedricks to the Pender EMS & Fire, Inc to the Relief Fund Board of Trustees

Mr. Batson stated GS 58-84-30 for appointment of Michael Carlisle and Joseph Hendrick to serve on the Pender EMS and Fire Relief Fund Board.
There was no discussion.

Moved by Jerry Groves, seconded by Wendy Fletcher-Hardee

Motion to approve the appointments as presented by Mr. Batson.

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

CARRIED.

8.2 Approval of Award to L.R. Thomas & Sons for WTP HSPS construction project, Budget Ordinance Amendment, Associated Purchase Order, and Reimbursement Resolution

Mr. Keel requested the board to approve the water treatment plant high service pump station construction project to L.R. Thomas & Sons. The

construction would increase the water pump capacity from two million gallons per day to four million gallons per day. Mr. Keel informed the board that L.R. Thomas & Sons had the lowest responsible bid and that the bid was $384,320 over budget. Mr. Keel addressed questions from the board.
Motion to approve the project to L.R. Thomas & Sons and the budget amendment by Mr. George.

8.3 Approval of Budget Amendment to Increase Fuel Sales & Purchases for Remainder of FY2023

Ms. Blue presented budget amendment to increase fuel sales and purchases for the remainder of FY2023 due to the cost increase of fuel.
There were no questions from the board and no discussion.
Motion to approve 8.3 by Fred McCoy.

8.4 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-60-8304-0000 - Off of Asa Lane, Long Creek

This item was pulled from the agenda by staff.

8.5 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2259-92-5101-0000 - Off of McAllister Road, Columbia

Ms. Blue requested the board approve the offer and authorization of sale for surplus property, parcel 2259-92-5101-0000, off McAllister Road a 7 acer lot of woods. The tax value of property is $28,000, the bid was for $32,000, $4,000 over value.
There were no questions from the board and no discussion.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve 8.5 by Fred McCoy.

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

CARRIED.

8.6 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2350-15-2730-0000 - At 3340 Halfway Branch School Road, Columbia

Ms. Blue requested the board approve the offer and authorization of sale of surplus property, parcel 2350-15-2730-0000, 3340 Halfway Branch School Road 1.2 acer residential lot. The tax value of property is $12,125, the bid is for $12,800, $675 over value.
There was no discussion.

Moved by Fred McCoy, seconded by Jerry Groves

Motion for approval 8.6 by Fred McCoy.

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

CARRIED.

8.7 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3224-46-2015-0000 - At 600 Cheshire Road, Rocky Point

Item was pulled from the agenda by staff.

8.8 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3320-82-9153-0000 - At 208 Burgaw Creek Loop, Burgaw

Ms. Blue requested the board approve the offer and authorization of sale of surplus property, parcel 3320-82-9153-0000, 208 Burgaw Creek Look 0.3 acre cleared residential lot. The tax value of property is $2,500, the bid is for $8,200, $5,700 over value.
There was no discussion.

Moved by Brad George, seconded by Jerry Groves

Motion to approve 8.8 by Brad George.

	For	**Against**	**Abstained**	**Absent**

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

CARRIED.

8.9 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3392-538565-0000 - At 960 Lee Road, Holly Ridge

Ms. Blue requested the board to approve the offer and authorization of sale of surplus property 3392-538565-0000, 960 Lee Road a 0.23 acre wooded lot. The tax value of property is $7,062, the bid is $7,700, $638 over value.
There was no discussion.

Moved by Brad George, seconded by Fred McCoy

Motion to approve 8.9 by Brad George.

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

CARRIED.

8.10 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-74-8900-0000 on Rock Road, Maple Hill

Ms. Blue requested the board to approve the offer and start an upset bid process for sale of surplus property 3393-74-8900-0000, on Rock Road a 0.63 acre wooded lot. The tax value of property is $6,300, the bid is $6,300.
There was no discussion.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to approve 8.10 by Fred McCoy.

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

CARRIED.

8.11 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - Parcel 3393-84-1762-0000 at 144 Rockfish Road, Maple Hill

Ms. Blue requested the board to approve the offer and start an upset bid process for sale of surplus property 3393-84-1762-0000, 144 Rockfish Road a 1 acre wooded residential lot. The tax value of property is $37,089, the bid is $37,089.
There was no discussion.

Moved by Fred McCoy, seconded by Wendy Fletcher-Hardee

Motion to approve 8.11 by Fred McCoy.

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

CARRIED.

8.12 Courthouse Space Needs Authorization- RFQ#230209-243

Mr. Avery requested the board approve the RPF from Moseley Architect to conduct the courthouse space needs assessment. The defining factor for the recommendation is Moseley has NC experience.
Mr. Avery addressed questions from the board.

Ms. Elizabeth Craver, Clerk of Superior Court addressed the board and clarified and expressed the needs for the study for more space at the courthouse.
Judge Jay Corpening addressed the board to express his support of the study and he spoke on his experience working with Moseley in the past. Judge Corpening informed the board he has to hear Pender County court cases in New Hanover County due to lack of space in Pender County courthouse and expressed the lack of safety in the current courthouse. Judge Corpening also informed the board what should be housed in the courthouse.
Both Ms. Craver and Judge Corpening thanked the board for approving the study.

Moved by Fred McCoy, seconded by Brad George

Motion to approve Mr. Avery's recommendation for 8.12 by Fred McCoy.

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

CARRIED.

8.13 Consideration of Purchase Order to Bost Tune-up & Argo ATV Sales LLC in the amount of $33,579.01

Mr. Adams requested the board approve the purchase order for the purchase of the Argo ATV an amphibious ATV. Mr. Adams informed the board the purchase of the ATV is fully funded by grant money. Mr. Adams addressed questions from the board.
There was no discussion.

Moved by Wendy Fletcher-Hardee, seconded by Fred McCoy

Motion to approve 8.13 by Wendy Fletcher-Hardee.

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

Wendy Fletcher-Hardee	x			
Brad George	x			
	5	0	0	0

CARRIED.

8.14 ABC Board regarding closing cost for construction loan.

Ms. Crawford requested the board to approve $70,000 for the closing cost on the construction loan. Ms. Crawford addressed questions from the board. Ms. Crawford summarized her presentation from November 2022 for the benefit of the new board members.
Ms. Crawford answered clarifying questions from the board.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion to approve 8.14 by Brad George.

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

CARRIED.

9 APPOINTMENTS

9.1 Board appointment

Interim Clerk Avery stated District 1 representation Chuck Strickland resigned from the Tourism Development Authority (TDA) board due to work scheduling.

Applicant Lori Chaney-Hastings has applied for this position. This will be her first appointment to the board. Her referral comes from the TDA chair. I am requesting the Board appoint Lori Chaney-Hastings to the Tourism Development Authority as District 1 representative.

Moved by Brad George, seconded by Wendy Fletcher-Hardee

Motion to appoint Lori Chaney-Hastings as the District 1 representative to the Tourism Development Board.

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

CARRIED.

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

10.1 Attorney Thurman requested the Board go into closed session as per NCGS 143-318.11(3) attorney client and (5) acquisition of real property.

Manager Andrews informed the board their first budget work session is scheduled April 27th at 4:00PM and he would have a balanced budget ready to present at that meeting. Mr. Andrews announced Pender County now has a staff attorney, Patrick Buffkin and he will start on April 17th. Pender Counties new Tax Assessor/Collector, Melissa Radke will start May 1st.

Assistant Manager Vann mentioned this meeting was Ms. Nancy Avery's last night with the county and introduced and welcomed Ms. April Radford, the Clerk to the Cape Fear Council of Governments who will be temporarily helping Pender County with their board meetings. Mr. Vann also mentioned the Service Awards luncheon at the Burgaw Train Depot Thursday April 6th 11:30AM-2:00PM and invited all the board to attend. Mr. Vann also reminded the board that this Friday, April 7th and Monday, April 10th the Pender County offices would be closed in observance of the Easter holiday.

Commissioner Brad George mentioned an EDO study approved by board October 2018 and not being able to find any official conclusion of the study and asked for help finding the achieved video for this study. Mr. George thanked Ms. Avery for her help.

Commissioner Fred McCoy thanked Ms. Avery for all she has done. Mr. McCoy recognized the passing of Commissioner Deb Hays from New Hanover County.

Vice-Chair Wendy Fletcher-Hardee thanks Ms. Avery for all she has done for her and the county. Ms. Fletcher-Hardee also recognized the passing of Ms. Hays.

Commissioner Jerry Groves thanked Ms. Avery for all the help she has provided. Mr. Groves would like the board to look further into the barking dog nuisance. Mr. Groves thanked the county parks & recreation department for clearing Millers Pond and making is safe.

Chair Jackie Newton informed all that she witnessed ALICE training earlier in the day. Ms. Newton recommended the all board and department heads participate in ALICE training. Ms. Newton spoke in support of American Flood Coalition.

11 PUBLIC COMMENT

12 CLOSED SESSION (IF APPLICABLE).

12.1 Motion to go into Closed Session at 5:30 pm as per NCGS 143-318.11 (3) attorney client and (5) acquisition of real property.

Motion to go to closed session by Brad George.

13 ADJOURNMENT

13.1 Meeting adjourned

Motion to adjourn meeting at 7:15PM by Jerry Groves.

Pender County
Approval of 3 year Renewal for Indirect Cost Allocation Plan

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 17, 2023
SUBJECT:	Approval of 3 year Renewal for Indirect Cost Allocation Plan

SUMMARY:
The County is required by the State to have a Cost Allocation Plan created to allocate the indirect costs of the internal service departments to the direct cost departments they serve. The State requires this for their reimbursement process for the NC DHHS cost reimbursement for DSS functions, which is what makes this report so critical - but the report has many other uses. This is a service in the past that has been provided by contract with Maximus and this agenda item is for the next 3 year renewal for this service. The cost proposed for the next three years is $5,500, which is no increase from what we budget annually for this purpose in Non-Departmental 660-404500.

ACTION REQUESTED:
Approval of 3 year Renewal for Indirect Cost Allocation Plan

SERVICE AGREEMENT

This Service Agreement, (this "Agreement"), is entered into this March 17, 2023 (the "Effective Date"), by and between Maximus US Services, Inc., ("Contractor" or "Maximus"), and Pender County, North Carolina, ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services**

   Contractor will perform in a professional manner the Services detailed in Exhibit A.

2. **Term**

   This Agreement commences on the Effective Date and remains in effect until April 15, 2026 unless earlier terminated in accordance with Section 4.

3. **Compensation.**

   Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

4. **Termination.**

   a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any of the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.

   b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.

   c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. **Invoicing and Payment.**

   Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. **Data Accuracy.**

   Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client's provision of incomplete, inaccurate or untimely data.

7. **Records and Inspections.**

Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. Warranties.

Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.

9. Client Representations & Warranties.

Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. Ownership of Intellectual Property.

All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

11. Compatible Platforms/Hardware.

To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. Copyright for Contractor's Proprietary Software.

To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to provide such software to Client. Client agrees that it has no claims of ownership, including

copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.

13. Contractor Liability if Audited.

Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

14. Indemnification.

To the extent allowed by law, each party (an "Indemnifying Party") will defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

15. Limitation of Liability.

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD $16,500.

In no event will Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

For Maximus:	For Pender County, North Carolina:
Jason Jennings	Angela Miller
Director	Deputy Finance Officer
808 Moorefield Park Drive, Suite 205, Richmond, VA 23236	805 S. Walker Street, Burgaw, NC 28425
Phone: 804.323.3535	Phone: 910.259.0628

Fax: 703.251.8240	Fax:
Email: jasonmjennings@maximus.com	Email: amiller@pendercountync.gov

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

17. Changes.

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

18. Miscellaneous.

a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.

b. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not: (1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.

c. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose.

d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.

f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Contractor rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

g. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus US Services, Inc.	Pender County, North Carolina
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

Scope of Services & Compensation

PROJECTNAME

SCOPE OF SERVICES:

Contractor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Contractor reserves the right to subcontract for Services hereunder.

Description of Services:

a) Development of a central services cost allocation plan, which identifies the various cost incurred by the client to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.

b) Prepare indirect cost proposals for federal grants as necessary.

c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

COMPENSATION:

For Services provided as set forth above, in this Exhibit A, Client agrees to pay Contractor compensation in the amount of Sixteen Thousand Five Hundred Dollars ($16,500)

Contractor will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Fiscal Year 2022	$5,500
Fiscal Year 2023	$5,500
Fiscal Year 2024	$5,500

Pender County
Approval of BOA for DSS Trust Account Deposits and Disbursements

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 17, 2023
SUBJECT:	Approval of BOA for DSS Trust Account Deposits and Disbursements

SUMMARY:
DSS Representative Payee Trust accounts deposit and disburse funds for clients as required by law and indicated by responsible Social Worker. These are not County funds when collected or disbursed, and shown as restricted in the County's financials as we are responsible for the cash. This budgeted amount is purely an educated estimate based on historical amounts collected and disbursed, but must be adjusted throughout the year to authorize increased amounts to be collected and disbursed. This budget amendment will allow for the additional collection and disbursement of these trusted funds for the clients that DSS serves for the remainder of the year.

ACTION REQUESTED:
Approval of BOA for DSS Trust Account Deposits and Disbursements

Friday, March 31, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 100 - PUBLIC ASSISTANCE

Division, Program, Project, etc. DSS, Trust

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12-362000	Custodail Deposits	115000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12-406600	Custodail Disbursments	115000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 115000

Total Expenditures 115000

Budget Amendment Balances when Zero. 0

Prepared By: Anita Strickland

Email astrickland@pendercountync.gov

Pender County
Approval of BOA for Governor's Crime Commission rollover grant

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 17, 2023
SUBJECT:	Approval of BOA for Governor's Crime Commission rollover grant

SUMMARY:
The Sheriff's Office was awarded a Governor's Crime Commission grant in fiscal year 2021-2022. Not all of it was spent in the previous year, so this budget amendment is to rebudget the unused portion of the grant funding in fiscal year 2022-2023 so that the remaining balance can be spent according to the grant requirements. This BOA allows the revenues and remaining expenses to be budgeted in the current year.

ACTION REQUESTED:
Approval of BOA for Governor's Crime Commission rollover grant

Monday, April 3, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 510 - SHERIFFS DEPARTMENT

Division, Program, Project, etc. Governor's Crime Commission Grant

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510019-348300	GOV CRIME COMMISSION	18900
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510019-407400	CAPITAL OUTLAY	18900
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 18900

Total Expenditures 18900

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue

Email mblue@pendercountync.gov

Pender County
Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of $172,609.50.

TO:	
FROM:	Erik Harvey
DATE:	April 17, 2023
SUBJECT:	Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of $172,609.50.

SUMMARY:
Pender County Government utilizes the Microsoft 365 subscription service that ensures Pender County employees have the most up-to-date Office apps from Microsoft. The County's core software infrastructure is based on Microsoft desktop, server, collaboration, and development products. The Microsoft Enterprise Agreement (EA) positions the County to benefit from the next generation of Microsoft platform products seamlessly through ownership of Software Assurance. Specifically, this renewal agreement ensures that the County has access to the latest version of software, updates, and technical support. The term of this renewal agreement is three (3) years, and the price of these licenses remains constant throughout the term of the agreement, which assists in financial planning for future years. This renewal is for Year 1.

The Information Technology Services Department purchased the Microsoft Enterprise Agreement (EA) services directly through SHI on State Contract. Microsoft confirmed that the renewal must be through SHI because they are the authorized reseller for the State of North Carolina. This Microsoft Enterprise Agreement is for a three (3) year period. Years 1, 2, and 3 payments will each be in the annual payment of $172,609.50. This item is cost allocated amongst each Department based on usage and budgeted in each Department's FY 2022-2023 budget.

Microsoft no longer offers an Academic Enterprise Agreement for Libraries and will be discontinued. The Library's licensing needs have been combined into the County's Agreement.

ACTION REQUESTED:
To approve a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of $172,609.050. This expenditure has been budgeted in the FY 22-23

Budget Ordinance and will be taken from the following line item of each Department: Contracted Services: 404500.

Pricing Proposal
Quotation #: 21543796
Created On: 1/31/2022
Valid Until: 4/28/2023

NC-County of Pender

Connie Rivenbark
805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-507-1545
Fax: 732-254-8224
Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CCAL Bridge O365 FSA Sub Platform Per User Microsoft - Part#: AAA-12417 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	314	$15.72	$4,936.08
2	Core CAL Bridge O365 FromSA Per User Microsoft - Part#: AAA-12416 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	51	$16.71	$852.21
3	Core CAL Bridge O365 Per User Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement, Includes 92 from Sheriff EA	119	$19.66	$2,339.54
4	CCAL Bridge O365 Sub Platform Per User Microsoft - Part#: AAA-12415 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement, includes 47 from Sheriff EA	52	$18.87	$981.24
5	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	67	$94.35	$6,321.45
6	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924	314	$211.30	$66,348.20

	Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement			
7	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	12	$248.65	$2,983.80
8	O365 G3 GCC SU O365 G1 Per User Microsoft - Part#: AAA-11919 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	1	$155.28	$155.28
9	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	20	$103.19	$2,063.80
10	CIS Suite DC Core ALng SA 2L Microsoft - Part#: 9GS-00135 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement, 32 Cores	16	$155.61	$2,489.76
11	Windows Enterprise - Software assurance - 1 license - Enterprise - All Languages Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	764	$57.33	$43,800.12
12	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	1	$0.00	$0.00
13	ExchgOnlnKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PS-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	2	$21.62	$43.24
14	ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3NS-00003 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	3	$73.71	$221.13
15	O365GCCF3 ShrdSvr ALNG SubsVL MVL PerUsr	34	$37.35	$1,269.90

Microsoft - Part#: 3KS-00001
Contract Name: Microsoft Software - Enterprise Agreement
Contract #: 208C
Coverage Term: 5/1/2023 – 4/30/2024
Note: Year 1 of 3 Year EA Agreement

16	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	2	$92.38	$184.76
17	Teams Shared Devices GCC Microsoft - Part#: KXJ-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	1	$73.71	$73.71
18	WinSvrExtConn ALNG SA MVL Microsoft - Part#: R39-00396 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	1	$325.14	$325.14
19	Visio P2 GCC Per User Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	7	$138.57	$969.99
20	Teams AC with Dial Out US/CA GCC Sub Addon Microsoft - Part#: NYH-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024	394	$0.00	$0.00
21	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement, 24 Cores	14	$609.34	$8,530.76
22	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	15	$23.75	$356.25
23	WinSvrDCCore ALNG SA MVL 2Lic CoreLic, 68 Cores Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	34	$124.49	$4,232.66
24	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic, 224 Cores	112	$19.66	$2,201.92

	Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement			
25	Microsoft Windows Server Datacenter Edition - License & software assurance - 16 cores - volume, Faculty - All Languages Microsoft - Part#: 9EA-00271 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement, 96 Cores for New VX Rail	6	$2,308.76	$13,852.56
26	Microsoft Office - License & software assurance - 1 PC - Enterprise - Win - All Languages Microsoft - Part#: 269-12445 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement, Licenses for Library	40	$176.90	$7,076.00

Subtotal	$172,609.50
*Tax	$11,651.14
Total	$184,260.64

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

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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 set 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.

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.

STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)

Contract Number:	**208H – Microsoft Select Reseller Contract State & Local Government**
Microsoft Select Plus Agreement for State & Local Government – Amendment 001-kayleed-S-32 Extension to Addendum 000-kfuqua-S-534	
Effective Date:	March 1, 2014 – October 31, 2022
Renewal Options:	No renewal options
Contract Number:	**208H – Microsoft Select Reseller Contract Academic for Educational Entities**
Microsoft Select Plus Agreement for Educational Entities – Version 2012	
Effective Date:	August 1, 2013 – June 30, 2023
Renewal Options:	No renewal options
Administrator:	Kristen Burnette
Phone/Fax:	919-754-6678
E-mail:	kristen.burnette@nc.gov

All Entities ordering on this contract will be required to complete a Microsoft Select Enrollment. **The completion of a Microsoft Select Enrollment is a requirement mandated by Microsoft.** The Vendors listed below will assist all Entities with the enrollment process.

State & Local Government Locations: State and Local Government Select website is located at click here. You must enter a User Name and Password to access the SHI International State and Local Government Select Pricing.

User Name: microsoft
Password: select

Educational Locations: Please contact Dell (listed below) to become an affiliate of the Academic Select Plus agreement and to obtain pricing. Dell must enter all of your information into the eAgreement form before sending it out. You can choose to electronically accept or physically sign the eAgreement. If you would like to view pricing online, please click here. You must enter a User Name and Password to access the Dell Academic Select Plus pricing and run a "Licensing Price List".

Username: northcarolina@asap.com
Password: Purchasing1

Scope

This contract covers Microsoft Software Products.

This is a **MANDATORY Statewide Term Contract** for the use of **State Governmental Agencies** and is a **Convenience** Contract, not mandatory, for the use of **non-State Agencies.** Non-state Agencies presently include the **North Carolina University System** and its member campuses, **Instructional components of the Department of Public Instruction**, **Instructional components of the Department of Community Colleges**, as well as **Local** (Municipal and County) **Governments**.

State Agencies with the need to acquire software licenses not covered by this contract are required to follow the established purchasing procedures of the Office of Information Technology Services (ITS).

Vendor	Contract Discount Percentages
SHI International Corp. (SHI)	**State and Local Government Select Agreement** Application, Server, and System Pool Software Products are discounted **16.42 %** off Microsoft Select Level D Estimated Retail Prices
Dell Marketing L.P (Dell)	**Academic Select Agreement** Application, Server, and System Pool Software Products are discounted **18.8 %** off Microsoft Select Education Level A Estimated Retail Prices

Ordering and Vendor Contact Information

Vendor	State and Local Government Select Orders Only:
SHI International Corp. (SHI)	Send Orders To: **SHI International Corp. (SHI) – HUB Vendor** (State Contract 208H) 33 Knightsbridge Road Piscataway, NJ 08854-3925 Fax: 800-211-7954 Local Primary Representative (Inside Sales) carolinateam@shi.com Phone 800-211-0831 Fax 800-211-7954 Carly Higgenbotham (Inside Sales) carly_higgenbotham@shi.com Phone: 919-219-7355
[redacted]	

Rev 2022-10-31

Vendor	Academic Select Orders Only:
Dell Marketing L.P	Send Orders To: **Dell Marketing L.P.** (State Contract 208H) 850 Ashbury Drive Buffalo Grove, IL 60089 Fed ID: 74-2616805 Local Primary Representatives Brianna Reid (Microsoft Academic licensing specialist) Brianna.Reid@dell.com Phone: 704-493-7804 Todd R. Johnson (Outside Software Sales) todd_r_johnson@dell.com Phone: 615-967-9967

Abnormal Quantity

Any requirement that exceeds $75,000 must be forwarded to the Statewide Procurement Office for approval. The Statewide IT Procurement Office, in consultation with the using Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract Vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract Vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

Transportation Charges

FOB – Destination
Freight, handling and distribution charges shall be included in the total price of each item listed.

Delivery

The Vendor(s) will complete delivery within thirty (30) consecutive calendar days after receipt of a Purchase Order.

Taxes

Prices do not include North Carolina sales or use taxes.

Amendments:
March 15, 2010 – Updated Ordering Address and Fax Number for En Pointe Technologies
March 23, 2010 – Updated Contact Name, Phone, and Email Address for En Pointe Technologies
April 2, 2010 – Add link to En Pointe Tech. web-site and updated Fax Number.
August 13, 2010 – Updated Vendor Contact Name for En Pointe Technologies
November 1, 2010 – Added HUB Status designation to En Pointe Tech.

February 28, 2011 – Exercised first one year contract renewal option. Updated En Pointe Tech. contact information
May 26, 2011 – Updated Vendor Contact Info. for En Pointe Tech.
October 20, 2011 – Changed Contract Administrator to Kristen Burnette.
December 19, 2011 – Changed Vendor Contract Information for En Pointe Outside Sales.
February 15, 2012 - Exercised second one-year contract renewal option.
March 1, 2012 – Changed Inside Sales rep and added additional phone number for En Pointe.
March 15, 2013 – Updated end dates for SHI (Feb 28, 2014) and En Pointe (May 31, 2013) and contact information for En Pointe.
April 11, 2013 – Updated form with new State & Local Government Select Plus dates.
May 2, 2013 – Updated with new expiration date for En Pointe being June 30, 2013.
June 20, 2013 – Updated with new expiration date for En Pointe being July 31, 2013.
July 31, 2013 – Updated with new Microsoft Select Plus with Dell as the new reseller to cover August 1, 2013 to July 31, 2016.
August 7, 2013 – Updated Vendor Contact Information for Dell.
September 16, 2013 – Updated Educational Locations Information for Dell.
February 5, 2014 – Updated Contract term for State & Local Government Select Plus contract to March 1, 2014 to February 28, 2017.
February 24, 2014 – Updated Vendor Contact Information for Dell.
September 2, 2016 – Extended Expiration Date for Academic Entities with Dell to July 1, 2017.
April 3, 2017 – Extended Expiration Date for State & Local Government Select Plus to February 28, 2018.
February 22, 2018 – Extended Expiration Date for State & Local Government Select Plus to February 28, 2019 and Extended Expiration Date for Academic Entities with Dell to July 1, 2018.
February 28, 2019 – Extended Expiration Date for State & Local Government Select Plus to February 29, 2020 and Extended Expiration Date for Academic Entities with Dell to July 1, 2019.
July 26, 2019 – Extended Expiration Date for Academic Entities with Dell to July 31, 2020.
February 26, 2020 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to February 28, 2020.
February 24, 2021 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to September 30, 2021.
September 9, 2021 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to April 30, 2022.
March 24, 2022 - Extended Expiration Date for State & Local Government and Academic Entities Select Plus to October 31, 2022.
October 31, 2022 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to June 30, 2023.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	April 17, 2023
SUBJECT:	Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Enrollment in the amount of $23,159.07.

SUMMARY:
Pender County Government utilizes the Microsoft 365 subscription service that ensures Pender County employees have the most up-to-date Office apps from Microsoft. The County's core software infrastructure is based on Microsoft desktop, server, collaboration, and development products. The Microsoft Enterprise Agreement (EA) positions the County to benefit from the next generation of Microsoft platform products seamlessly through ownership of Software Assurance. Specifically, this renewal agreement ensures that the County has access to the latest version of software, updates, and technical support. The term of this renewal agreement is three (3) years, and the price of these licenses remains constant throughout the term of the agreement, which assists in financial planning for future years. This renewal is for Year 1.

The Information Technology Services Department will work with the Sheriff's Office to purchase the Microsoft Enterprise Agreement (EA) services directly through SHI on State Contract. Microsoft confirmed that the renewal must be through SHI because they are the authorized reseller for the State of North Carolina. This Microsoft Enterprise Agreement is for a three (3) year period. Years 1, 2, and 3 payments will each be in the annual payment of $23,159.07. This expenditure has been budgeted in the FY 22-23 Budget Ordinance and will be taken from the following line item 510-404500.

ACTION REQUESTED:
To approve a Purchase Order to SHI for Microsoft Enterprise Licensing Enrollment in the amount of $23,159.07. This expenditure has been budgeted in the FY 22-23 Budget Ordinance and will be taken from the following line item 510-404500.

Pricing Proposal
Quotation #: 21544021
Created On: 1/31/2022
Valid Until: 4/28/2023

NC-County of Pender

Connie Rivenbark
805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-507-1545
Fax: 732-254-8224
Email: Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	91	$94.35	$8,585.85
2	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	50	$248.65	$12,432.50
3	O365 G3 GCC SU O365 G1 Per User Microsoft - Part#: AAA-11919 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	1	$155.28	$155.28
4	ExchgOnlnKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PS-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	2	$21.62	$43.24
5	O365GCCF3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2023 – 4/30/2024 **Note:** Year 1 of 3 Year EA Agreement	52	$37.35	$1,942.20
6	Teams AC with Dial Out US/CA GCC Sub Addon Microsoft - Part#: NYH-00001	142	$0.00	$0.00

Contract Name: Microsoft Software - Enterprise Agreement
Contract #: 208C
Coverage Term: 5/1/2023 – 4/30/2024
Note: Year 1 of 3 Year EA Agreement

Subtotal	$23,159.07
*Tax	$1,563.24
Total	$24,722.31

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

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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 set 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.

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.

STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)

Contract Number:	**208H – Microsoft Select Reseller Contract State & Local Government**
Microsoft Select Plus Agreement for State & Local Government – Amendment 001-kayleed-S-32 Extension to Addendum 000-kfuqua-S-534	
Effective Date:	March 1, 2014 – October 31, 2022
Renewal Options:	No renewal options
Contract Number:	**208H – Microsoft Select Reseller Contract Academic for Educational Entities**
Microsoft Select Plus Agreement for Educational Entities – Version 2012	
Effective Date:	August 1, 2013 – June 30, 2023
Renewal Options:	No renewal options
Administrator:	Kristen Burnette
Phone/Fax:	919-754-6678
E-mail:	kristen.burnette@nc.gov

All Entities ordering on this contract will be required to complete a Microsoft Select Enrollment. **The completion of a Microsoft Select Enrollment is a requirement mandated by Microsoft.** The Vendors listed below will assist all Entities with the enrollment process.

State & Local Government Locations: State and Local Government Select website is located at click here. You must enter a User Name and Password to access the SHI International State and Local Government Select Pricing.

User Name: microsoft
Password: select

Educational Locations: Please contact Dell (listed below) to become an affiliate of the Academic Select Plus agreement and to obtain pricing. Dell must enter all of your information into the eAgreement form before sending it out. You can choose to electronically accept or physically sign the eAgreement. If you would like to view pricing online, please click here. You must enter a User Name and Password to access the Dell Academic Select Plus pricing and run a "Licensing Price List".

Username: northcarolina@asap.com
Password: Purchasing1

Scope

This contract covers Microsoft Software Products.

This is a **MANDATORY Statewide Term Contract** for the use of **State Governmental Agencies** and is a **Convenience** Contract, not mandatory, for the use of **non-State Agencies.** Non-state Agencies presently include the **North Carolina University System** and its member campuses, **Instructional components of the Department of Public Instruction**, **Instructional components of the Department of Community Colleges**, as well as **Local** (Municipal and County) **Governments**.

State Agencies with the need to acquire software licenses not covered by this contract are required to follow the established purchasing procedures of the Office of Information Technology Services (ITS).

Vendor	Contract Discount Percentages
SHI International Corp. (SHI)	**State and Local Government Select Agreement** Application, Server, and System Pool Software Products are discounted **16.42 %** off Microsoft Select Level D Estimated Retail Prices
Dell Marketing L.P (Dell)	**Academic Select Agreement** Application, Server, and System Pool Software Products are discounted **18.8 %** off Microsoft Select Education Level A Estimated Retail Prices

Ordering and Vendor Contact Information

Vendor	State and Local Government Select Orders Only:
SHI International Corp. (SHI)	Send Orders To: **SHI International Corp. (SHI) – HUB Vendor** (State Contract 208H) 33 Knightsbridge Road Piscataway, NJ 08854-3925 Fax: 800-211-7954 Local Primary Representative (Inside Sales) carolinateam@shi.com Phone 800-211-0831 Fax 800-211-7954 Carly Higgenbotham (Inside Sales) carly_higgenbotham@shi.com Phone: 919-219-7355
[redacted]	

Rev 2022-10-31

Vendor	Academic Select Orders Only:
Dell Marketing L.P	Send Orders To: **Dell Marketing L.P.** (State Contract 208H) 850 Ashbury Drive Buffalo Grove, IL 60089 Fed ID: 74-2616805 Local Primary Representatives Brianna Reid (Microsoft Academic licensing specialist) Brianna.Reid@dell.com Phone: 704-493-7804 Todd R. Johnson (Outside Software Sales) todd_r_johnson@dell.com Phone: 615-967-9967

Abnormal Quantity

Any requirement that exceeds $75,000 must be forwarded to the Statewide Procurement Office for approval. The Statewide IT Procurement Office, in consultation with the using Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract Vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract Vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

Transportation Charges

FOB – Destination
Freight, handling and distribution charges shall be included in the total price of each item listed.

Delivery

The Vendor(s) will complete delivery within thirty (30) consecutive calendar days after receipt of a Purchase Order.

Taxes

Prices do not include North Carolina sales or use taxes.

Amendments:
March 15, 2010 – Updated Ordering Address and Fax Number for En Pointe Technologies
March 23, 2010 – Updated Contact Name, Phone, and Email Address for En Pointe Technologies
April 2, 2010 – Add link to En Pointe Tech. web-site and updated Fax Number.
August 13, 2010 – Updated Vendor Contact Name for En Pointe Technologies
November 1, 2010 – Added HUB Status designation to En Pointe Tech.

February 28, 2011 – Exercised first one year contract renewal option. Updated En Pointe Tech. contact information
May 26, 2011 – Updated Vendor Contact Info. for En Pointe Tech.
October 20, 2011 – Changed Contract Administrator to Kristen Burnette.
December 19, 2011 – Changed Vendor Contract Information for En Pointe Outside Sales.
February 15, 2012 - Exercised second one-year contract renewal option.
March 1, 2012 – Changed Inside Sales rep and added additional phone number for En Pointe.
March 15, 2013 – Updated end dates for SHI (Feb 28, 2014) and En Pointe (May 31, 2013) and contact information for En Pointe.
April 11, 2013 – Updated form with new State & Local Government Select Plus dates.
May 2, 2013 – Updated with new expiration date for En Pointe being June 30, 2013.
June 20, 2013 – Updated with new expiration date for En Pointe being July 31, 2013.
July 31, 2013 – Updated with new Microsoft Select Plus with Dell as the new reseller to cover August 1, 2013 to July 31, 2016.
August 7, 2013 – Updated Vendor Contact Information for Dell.
September 16, 2013 – Updated Educational Locations Information for Dell.
February 5, 2014 – Updated Contract term for State & Local Government Select Plus contract to March 1, 2014 to February 28, 2017.
February 24, 2014 – Updated Vendor Contact Information for Dell.
September 2, 2016 – Extended Expiration Date for Academic Entities with Dell to July 1, 2017.
April 3, 2017 – Extended Expiration Date for State & Local Government Select Plus to February 28, 2018.
February 22, 2018 – Extended Expiration Date for State & Local Government Select Plus to February 28, 2019 and Extended Expiration Date for Academic Entities with Dell to July 1, 2018.
February 28, 2019 – Extended Expiration Date for State & Local Government Select Plus to February 29, 2020 and Extended Expiration Date for Academic Entities with Dell to July 1, 2019.
July 26, 2019 – Extended Expiration Date for Academic Entities with Dell to July 31, 2020.
February 26, 2020 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to February 28, 2020.
February 24, 2021 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to September 30, 2021.
September 9, 2021 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to April 30, 2022.
March 24, 2022 - Extended Expiration Date for State & Local Government and Academic Entities Select Plus to October 31, 2022.
October 31, 2022 – Extended Expiration Date for State & Local Government and Academic Entities Select Plus to June 30, 2023.

Pender County
Request Approval of a Budget Ordinance Amendment for Juvenile Crime Prevention Council Funds

TO:	Board of County Commissioners
FROM:	Dee Turner
DATE:	April 17, 2023
SUBJECT:	Request Approval of a Budget Ordinance Amendment for Juvenile Crime Prevention Council Funds

SUMMARY:

The Psychological Services program, which receives funding from the Pender County Juvenile Crime Prevention (JCPC), has a lapse of salary due to the departure of the Licensed Clinical Social Worker. Since the departure, services for psychological assessments and counseling have been contracted out. It has been determined there are funds ($17,000) that will not be utilized this fiscal year. Per direction of the Eastern Area Consultant, the availability of these funds was announced to other Pender County JCPC funded/existing programs. They had to submit a request for these funds, including how much money they needed and what it would be used for to enhance/supplement their program. Two agencies, submitted requests, Coastal Horizons (Systematic Training for Effective Parenting) for $3,200 and Communities in Schools (Teen Court, Community Service & Restitution) for $8,500, totaling to $11,700 The remaining $5,300 funds will be used in JCPC Administration for a tablet and a community presentation. The JCPC membership has been discussing having the Tall Cop program do a presentation for community partners on local drug and alcohol trends.

ACTION REQUESTED:

Request Approval of Budget Ordinance Amendment for Juvenile Crime Prevention Council Funds

Pender County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $153,959 Local Match: $ $19,098 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING County Cash Match	Local Cash Match	Local In-Kind	OTHER State/ Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
1	Administration	$12,000						$12,000	
2	Psychological Services	$41,000			$5,885			$46,885	13%
3	Customized Youth Development Training	$35,000			$3,500			$38,500	9%
4	Systematic Training for Effective Parenting (STEP)	$18,200			$4,873			$23,073	21%
5	Communities in Schools	$47,759			$4,840			$52,599	9%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$153,959			$19,098			$173,057	11%

The above plan was derived through a planning process by the Pender County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2022-2023.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Dee Turner 4/3/23

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only----

Reviewed by _____ Area Consultant _____ Date

Reviewed by _____ Program Assistant _____ Date

Verified by _____ Designated State Office Staff _____ Date

_____

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/04/2016

Monday, April 3, 2023

Pender County Budget Ordinance Amendment

Fiscal Year

FY 2022-2023

Department

684 - YOUTH ALTERNATIVES/JCPC

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	684-404500	JCPC-Psy. Services Contracted Services	17000
2			
3			
4			
5			
6			
7			
8			
9			
10			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-419112	JCPC-Parent Training	3200
2	691-419108	JCPC-Teen Court/Community Services	8500
3	685-403300	JCPC-Admin Supplies & Materials	500
4	685-404500	JCPC-Admin. Contracted Services	4800
5			
6			
7			
8			
9			
10			

Total Revenues
17000

Total Expenditures
17000

Budget Amendment Balances when Zero.
0

Prepared By:
Dee Turner

Email
dturner@pendercountync.gov

Pender County
Request for Approval to Receive Grant Funding for Travel to all-day Workshop for Library Staff

TO:	Board of County Commissioners
FROM:	Allen Phillips-Bell
DATE:	April 17, 2023
SUBJECT:	Request for Approval to Receive Grant Funding for Travel to all-day Workshop for Library Staff

SUMMARY:

Embedding Evaluation is a training initiative for public library staff funded by the Institute of Museum and Library Services, offered by the Califa Group in partnership with the State Library of North Carolina. The 9-month training initiative has been training three Pender County Library staff members in how to use evidence-based methods to evaluate library programs.

Pender County Library provides programs for people of all ages, from story time programs for children ages 0-5 to creative and educational programs for children, teens, and adults. This training initiative would improve our ability to evaluate the success of our programs and identify ways to improve our programs to better meet the needs and interests of the people of Pender County.

The grant program has thus far included a two-day workshop in August 2022, six virtual coaching sessions, and six virtual discussion sessions. The August 2022 workshop was reimbursed with grant funding; the Board of Commissioners approved acceptance of that portion of the grant on June 20, 2022. The final training of the program is an in-person all-day workshop in Raleigh, scheduled for May 2.

This second round of grant funding would provide up to $2,000 in travel funding in the form of reimbursements for the May 2, 2023 workshop in Raleigh, covering lodging, food, and gas. Like with the first round of funding for the August 2022 workshop, this would come at no cost to Pender County Government.

ACTION REQUESTED:

Approve acceptance of up to $2,000 in reimbursements for three library staff members to attend an all-day workshop in Raleigh. This would mean adding $2,000 in the revenue line item “Library Grant” (630-348811) and $2,000 in the expense line item “Travel” (630-401400) for FY 2022-2023.

Friday, March 24, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 630 - LIBRARY

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	630-348811	Library Grant	2000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	630-401400	Travel	2000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 2000

Total Expenditures 2000

Budget Amendment Balances when Zero. 0

Prepared By: Allen Phillips-Bell

Email abell@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	April 17, 2023
SUBJECT:	Farm Service Agency (USDA) Lease for Agriculture Building

SUMMARY:
The lease for the Farm Service Agency located in the Pender County Agriculture building at 801 South Walker Street has expired. A new lease has been negotiated with the United States Department of Agriculture (USDA) to become effective May 1, 2023.

The terms are:

	FIRM TERM YR 1-5	NON FIRM TERM YR 6-10	NON FIRM TERM YR 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$55,272.00	$59,220.00	$63,168.00
OPERATING COSTS[2]	$ 40,247.53	$ 40,247.53	$40,247.53
TOTAL ANNUAL RENT	**$95,502.12**	**$99,450.12**	**$103,398.12**

[1]Shell rent calculation:
(Firm Term Yr 1-5) **$14.00** per RSF multiplied by the RSF stated under Paragraph 1.01
(Non Firm Term Yr 6-10) **$15.00** per RSF multiplied by the RSF stated under Paragraph 1.01
(Non Firm Term Yr 11-15) **$16.0** per RSF multiplied by the RSF stated under Paragraph 1.01
[2]Operating Costs rent calculation: **$10.19** per RSF multiplied by the RSF stated under Paragraph 1.01
[3]Tenant Improvements (TI) in the amount of **$28,649.00** is to be paid in a lump sum after completion of TIs and a final inspection is performed by the Government approval to accept the space

In considering Yr 1-5 column above, this is an increase per year of $41,562.00 when compared to the current lease that has expired.

In addition, there are improvements needed to the building in terms of carpet and paint that the USDA has agreed to reimburse Pender County in a lump sum amount of $28,649.00.

ACTION REQUESTED:
Approval of the lease as attached and resulting purchase orders that align with the terms.

A. This Lease is made and entered into between

Lessor's Name County of Pender

(Lessor), whose principal place of business is **805 South Walker St., Burgaw, NC 28425** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the United States Department of Agriculture (USDA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

801 South Walker Street, Burgaw, NC 28425

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by USDA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **May 1, 2023,** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

15 Years, 10 Years Firm,
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: _____

Title: Lease Contracting Officer

United States Department of Agriculture

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 5
1.01 THE PREMISES (OCT 2016) 5
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 5
1.03 RENT AND OTHER CONSIDERATION (OCT 2021) 5
1.04 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016) 6
1.05 INTENTIONALLY DELETED 6
1.06 INTENTIONALLY DELETED 6
1.07 INTENTIONALLY DELETED 6
1.08 INTENTIONALLY DELETED 6
1.09 TERMINATION RIGHTS (OCT 2016) 6
1.10 INTENTIONALLY DELETED 6
1.11 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020) 6
1.12 INTENTIONALLY DELETED 6
1.13 INTENTIONALLY DELETED 7
1.14 INTENTIONALLY DELETED 7
1.15 INTENTIONALLY DELETED 7
1.16 INTENTIONALLY DELETED 7
1.17 INTENTIONALLY DELETED 7
1.18 INTENTIONALLY DELETED 7
1.19 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021) 7

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 8
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016) 8
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016) 9
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018) 9
2.04 WAIVER OF RESTORATION (OCT 2021) 9
2.05 INTENTIONALLY DELETED 9
2.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016) 9
2.07 INTENTIONALLY DELETED 9
2.08 INTENTIONALLY DELETED 9
2.09 INTENTIONALLY DELETED 9

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS 10
3.01 WORK PERFORMANCE (SMALL) (SEP 2015) 10
3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SLAT) (OCT 2020) 10
3.03 WOOD PRODUCTS (SMALL) (OCT 2020) 10
3.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020) 10
3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020) 10
3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) 10
3.07 QUALITY AND APPEARANCE OF BUILDING (JUN 2012) 10
3.08 VESTIBULES (OCT 2020) 10
3.09 MEANS OF EGRESS (MAY 2015) 11
3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) 11
3.11 FIRE ALARM SYSTEM (SEP 2013) 11
3.12 ENERGY INDEPENDENCE AND SECURITY ACT (SLAT) (OCT 2020) 11
3.13 ELEVATORS (OCT 2020) 12
3.14 DEMOLITION (JUN 2012) 13
3.15 ACCESSIBILITY (FEB 2007) 13
3.16 CEILINGS (SLAT) (OCT 2020) 13
3.17 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) 13
3.18 WINDOWS (SMALL) (SEP 2015) 13
3.19 PARTITIONS: PERMANENT (SLAT) (OCT 2020) 13
3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020) 14
3.21 PAINTING – SHELL (SMALL) (OCT 2020) 14
3.22 FLOORS AND FLOOR LOAD (OCT 2019) 14
3.23 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020) 14
3.24 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) 14
3.25 ELECTRICAL (SLAT) (OCT 2020) 14
3.26 INTENTIONALLY DELETED 14
3.27 PLUMBING (JUN 2012) 15
3.28 DRINKING FOUNTAINS (OCT 2018) 15
3.29 RESTROOMS (SMALL) (OCT 2020) 15
3.30 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SLAT) (OCT 2021) 15
3.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SLAT) (OCT 2020) 15
3.32 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020) 15
3.33 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2020) 16
3.34 INDOOR AIR QUALITY DURING CONSTRUCTION (SLAT) (OCT 2021) 16

3.35 INTENTIONALLY DELETED ... 16
3.36 INTENTIONALLY DELETED ... 16
3.37 BUILDING DIRECTORY (OCT 2021) ... 17
3.38 FLAGPOLE (SEP 2013) ... 17

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES ... **18**
4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2021) ... 18
4.02 INTENTIONALLY DELETED ... 18
4.03 INTENTIONALLY DELETED ... 18
4.04 INTENTIONALLY DELETED ... 18
4.05 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013) ... 18
4.06 CONSTRUCTION INSPECTIONS (SEP 2015) ... 18
4.07 INTENTIONALLY DELETED ... 18
4.08 INTENTIONALLY DELETED ... 18
4.09 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021) ... 18
4.10 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021) ... 18
4.11 AS-BUILT DRAWINGS (OCT 2021) ... 18
4.12 INTENTIONALLY DELETED ... 19
4.13 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020) ... 19
4.14 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021) ... 19

SECTION 5 TENANT IMPROVEMENT COMPONENTS ... **20**
5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016) ... 20
5.02 FINISH SELECTIONS (SMALL) (SEP 2015) ... 20
5.03 WINDOW COVERINGS (SMALL) (OCT 2020) ... 20
5.04 DOORS: SUITE ENTRY (SMALL) (OCT 2020) ... 20
5.05 DOORS: INTERIOR (SLAT) (OCT 2020) ... 20
5.06 DOORS: HARDWARE (SEP 2013) ... 20
5.07 DOORS: IDENTIFICATION (JUN 2012) ... 20
5.08 PARTITIONS: SUBDIVIDING (SLAT) (OCT 2020) ... 20
5.09 PAINTING – TI (SMALL) (OCT 2020) ... 21
5.10 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019) ... 21
5.11 HEATING AND AIR CONDITIONING (JUN 2012) ... 21
5.12 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015) ... 21
5.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) ... 21
5.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) ... 21
5.15 DATA DISTRIBUTION (OCT 2020) ... 21
5.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020) ... 22
5.17 LIGHTING: INTERIOR AND PARKING – TI (SLAT) (OCT 2020) ... 22
5.18 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016) ... 22

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM ... **23**
6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020) ... 23
6.02 UTILITIES (APR 2011) ... 23
6.03 INTENTIONALLY DELETED ... 23
6.04 HEATING AND AIR CONDITIONING (OCT 2020) ... 23
6.05 INTENTIONALLY DELETED ... 23
6.06 JANITORIAL SERVICES (OCT 2021) ... 23
6.07 SNOW REMOVAL (OCT 2020) ... 24
6.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015) ... 24
6.09 ASBESTOS (SMALL) (OCT 2021) ... 24
6.10 ONSITE LESSOR MANAGEMENT (APR 2011) ... 25
6.11 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021) ... 25
6.12 SCHEDULE OF PERIODIC SERVICES (OCT 2020) ... 26
6.13 LANDSCAPE MAINTENANCE (APR 2011) ... 26
6.14 INTENTIONALLY DELETED ... 26
6.15 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015) ... 26
6.16 INDOOR AIR QUALITY (OCT 2019) ... 26
6.17 RADON IN AIR (SLAT) (OCT 2020) ... 26
6.18 RADON IN WATER (JUN 2012) ... 27
6.19 HAZARDOUS MATERIALS (SEP 2013) ... 27
6.20 MOLD (SMALL) (OCT 2021) ... 27
6.21 OCCUPANT EMERGENCY PLANS (OCT 2020) ... 27
6.22 FLAG DISPLAY (OCT 2016) ... 27

SECTION 7 ADDITIONAL TERMS AND CONDITIONS ... **28**
7.01 SECURITY REQUIREMENTS (OCT 2021) ... 28
7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016) ... 28

7.03 PROVISIONAL ACCEPTANCE (FEB 2021)..... 28

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **3,948** rentable square feet (RSF), yielding **3,566** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space , as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **11** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **1** parking spaces as depicted on the plan attached hereto as Exhibit **B,** reserved for the exclusive use of the Government. In addition, the Lessor shall provide **17** additional non-reserved spaces, either on-site or no more than a one-quarter (1/4) mile from the Leased Premises. Lessor shall not include the cost of this non-reserved parking as part of the rental consideration.

B. Intentionally deleted.

1.03 RENT AND OTHER CONSIDERATION (OCT 2021)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YR 1-5	NON FIRM TERM YR 6-10	NON FIRM TERM YR 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$55,272.00	$59,220.00	$63,168.00
OPERATING COSTS[2]	$ 40,247.53	$ 40,247.53	$40,247.53
TOTAL ANNUAL RENT	**$95,502.12**	**$99,450.12**	**$103,398.12**

[1]Shell rent calculation:
(Firm Term Yr 1-5) $**14.00** per RSF multiplied by the RSF stated under Paragraph 1.01
(Non Firm Term Yr 6-10) $**15.00** per RSF multiplied by the RSF stated under Paragraph 1.01
(Non Firm Term Yr 11-15) $**16.0** per RSF multiplied by the RSF stated under Paragraph 1.01
[2]Operating Costs rent calculation: $**10.19** per RSF multiplied by the RSF stated under Paragraph 1.01
[3]Tenant Improvements (TI) in the amount of $**28,649.00** is to be paid in a lump sum after completion of TIs and a final inspection is performed by the Government for approval to accept the space

B. Intentionally deleted.

C. Intentionally deleted.

D. Intentionally deleted.

E. Intentionally deleted..

F. Intentionally deleted.

G. Intentionally deleted

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. For succeeding Leases with an incumbent Lessor where the Government is currently in occupancy and possession of the leased Premises and where the Lease requires the Lessor to perform alterations, the amortized tenant improvement rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement rent as stipulated under the Lease.

1.04 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Lessor has agreed to total TI pricing of **$28,649.00** based on the Agency's Requirements and design schematic included in Exhibit **A.** This amount is to pain in a lump sum upon substantial completion of the space and acceptance by the Government..

B. Intentionally deleted.

C. Intentionally deleted.

1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 INTENTIONALLY DELETED

1.08 INTENTIONALLY DELETED

1.09 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.10 INTENTIONALLY DELETED

1.11 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
AGENCY SPECIFIC REQUIREMENTS	11	C
USDA OFFICE OF THE CHIEF INFORMATION OFFICER TECHNICAL REQUIREMENTS	6	D
USDA SIGNAGE REQUIREMENTS	11	E
TENANT IMPROVEMENT COST SUMMARY (TICS) AND SHELL VS.TI WORKSHEET	20	F
SECURITY REQUIREMENTS LEVEL I	5	G
GSA FORM 3517A GENERAL CLAUSES	7	H
TELECOMMUNICATIONS	4	I
REVISIONS TO RLP ISSUED THROUGH AMENDMENT NO.1	2	J

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 INTENTIONALLY DELETED

1.16 INTENTIONALLY DELETED

1.17 INTENTIONALLY DELETED

1.18 INTENTIONALLY DELETED

1.19 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier (UE):

UEI-SAM: **DKDZCDLWEMP3**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If USDA awarded this Lease using a contract real estate broker, Broker shall refer to USDA's broker.

C. Building. Building(s) situated on the Property in which the Premises are located.

D. Commission Credit. If USDA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."

E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

F. Contract. "Contract" shall mean this Lease.

G. Contractor. "Contractor" shall mean Lessor.

H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

L. Lease Term Commencement Date. The date on which the lease term commences.

M. Lease Award Date. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in USDA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. INTENTIONALLY DELETED

2.04 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:
a) waste, or,
b) damages or restoration arising from or related to:
(1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
(2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

2.05 INTENTIONALLY DELETED

2.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

2.07 INTENTIONALLY DELETED

2.08 INTENTIONALLY DELETED

2.09 INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SLAT) (OCT 2020)

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease. The Government will not pay for existing fixtures and other TIs accepted in place.

3.03 WOOD PRODUCTS (SMALL) (OCT 2020)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (HTTPS://US.FSC.ORG/EN-US), or the Sustainable Forestry Initiative (HTTP://WWW.SFIPROGRAM.ORG/). Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, lease commission, management, profit, etc., for the Building.

3.06 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

3.07 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.08 VESTIBULES (OCT 2020)

A. Existing vestibules shall remain in place at public entrances and exits. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Intentionally deleted.

3.09 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.11 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.12 ENERGY INDEPENDENCE AND SECURITY ACT (SLAT) (OCT 2020)

Energy-related Requirements:

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

2. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

Hydrology-related Requirements:

D. 1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.13 ELEVATORS (OCT 2020)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used

to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.14 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.15 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.16 CEILINGS (SLAT) (OCT 2020)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be at a minimum **9 feet** and **0 inches** and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Restrooms shall have plastered or spackled and taped gypsum board.

3.17 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.18 WINDOWS (SMALL) (SEP 2015)

All windows shall be locked and weather tight. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.19 PARTITIONS: PERMANENT (SLAT) (OCT 2020)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020)

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.21 PAINTING – SHELL (SMALL) (OCT 2020)

The Lessor shall bear the expense for all painting associated with the Building shell, including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

3.22 FLOORS AND FLOOR LOAD (OCT 2019)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.23 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020)

Flooring material through Building common areas shall be of quality materials, as approved by the LCO.

3.24 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.25 ELECTRICAL (SLAT) (OCT 2020)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.26 INTENTIONALLY DELETED

.

3.27 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.28 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions. At least one of the required drinking fountains must be outfitted with a water bottle filling station, which is the Lessor's responsibility to provide, operate and maintain.

3.29 RESTROOMS (SMALL) (OCT 2020)

A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

B. Restrooms must meet ABAAS requirements as stated under this Lease.

3.30 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SLAT) (OCT 2021)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

B. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

C. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

D. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph C. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at HTTPS://WWW.EPA.GOV/GREEN-BOOK.

E. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

3.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SLAT) (OCT 2020)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw of ½ inch and include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.32 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020)

A. The Government may elect to contract its own telecommunications service in the Space.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

3.33 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2020)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES**:** T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS**:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

D. OCCUPANCY SENSORS: The Lessor shall provide occupancy sensors to reduce the hours that the lights are on when the Space is unoccupied

E. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

F. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

G. EXTERIOR POWER BACKUP**:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.34 INDOOR AIR QUALITY DURING CONSTRUCTION (SLAT) (OCT 2021)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review..

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure: The Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

3.35 INTENTIONALLY DELETED

3.36 INTENTIONALLY DELETED

B. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent

3.37 BUILDING DIRECTORY (OCT 2021)

A directory listing the Government agency shall be provided in the Building lobby. The directory must be acceptable to the LCO.

3.38 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2021)

Design and construction activities for the Space shall commence upon Lease award.

Construction of TIs and completion of other required construction work: The Lessor shall complete all work as required in this Lease not later than **90** Working Days following Lease award.

4.02 INTENTIONALLY DELETED

4.03 INTENTIONALLY DELETED

4.04 INTENTIONALLY DELETED

4.05 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.06 CONSTRUCTION INSPECTIONS (SEP 2015)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.07 INTENTIONALLY DELETED

4.08 INTENTIONALLY DELETED

4.09 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph “Building Improvements” are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C Upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

4.10 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent shall be memorialized by Lease Amendment.

4.11 AS-BUILT DRAWINGS (OCT 2021)

Not later than **30-45** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

4.12 INTENTIONALLY DELETED

4.13 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)

A. The Lessor's TI rent shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees, including sales tax and construction permits associated with TI buildout.
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

4.14 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2021)

The Government may direct the Lessor to use the Government's designated project management system for post-award and post-occupancy activities. This includes, but is not limited to, design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, reuse plans, commissioning plans, and product data sheets.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SMALL) (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by USDA prior to installation. The Lessor may not make any substitutions.

5.03 WINDOW COVERINGS (SMALL) (OCT 2020)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

5.04 DOORS: SUITE ENTRY (SMALL) (OCT 2020)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.05 DOORS: INTERIOR (SLAT) (OCT 2020)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SLAT) (OCT 2020)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the “Automatic Fire Sprinkler System” and “Fire Alarm System” paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government’s standards and layout requirements.

5.09 PAINTING – TI (SMALL) (OCT 2020)

A. Prior to acceptance, all surfaces within the Space which are designated by USDA for painting shall be newly finished in colors and type of paint acceptable to the Government.

5.10 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)

A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Performance requirements for broadloom and modular tile.

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

2. Texture Appearance Retention Rating (TARR). Moderate; $\geq$ 3.0 TARR.

5.11 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.12 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)

A. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

5.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.15 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.

C. The Lessor shall furnish and install suitably sized junction boxes near the “feeding points” of the furniture panels. All “feeding points” shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor’s electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.17 LIGHTING: INTERIOR AND PARKING – TI (SLAT) (OCT 2020)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, “Lighting: Interior and Parking – Shell (Simplified).” Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.18 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a “protection” layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)

The Government's normal hours of operations are established as **6:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 INTENTIONALLY DELETED

6.04 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **100** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room.. The temperature of this room shall be maintained at **68-72** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. Intentionally deleted.

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.05 INTENTIONALLY DELETED

6.06 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. INTENTIONALLY DELETED

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at https://www.epa.gov/ipm/introduction-integrated-pest-management.

6.07 SNOW REMOVAL (OCT 2020)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures (e.g. more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of pedestrians.

6.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in “like new” condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

   a. Backing or underlayment is exposed;
   b. There are noticeable variations in surface color or texture;
   c. It has curls, upturned edges, or other noticeable variations in texture;
   d. Tiles are loose; or,
   e. Tears or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer’s warranty, if necessary. Work shall be performed after normal hours.

6.09 ASBESTOS (SMALL) (OCT 2021)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance for re-occupancy was achieved.

6.10 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

The Lessor is required to respond to all requests for service within 24 hours of the request being made. If the service request is an emergency, the Lessor is required to provide immediate resolution, or evidence of immediate working toward resolution. Routine, non-emergency service requests shall be resolved, or evidence of working toward resolution, within 72 hours of the request being made. The Government encourages the Lessor to implement a service call management system or software. The costs to provide service call responses and any system or software shall be included in the Lessor's operations and maintenance.

6.11 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with USDA personal identity verification requirements, identified in the CIO P 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook and any supplemental USDA specific security guidelines. The Lessor can find the CIO policy and additional information at *HTTP://WWW.GSA.GOV/HSPD12*. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with USDA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with USDA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by USDA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a USDA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all USDA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a USDA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.12 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.13 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.14 INTENTIONALLY DELETED

6.15 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)

The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.16 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded..

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet USDA and GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.
4.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceiling and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8) for USDA leased space.

6.17 RADON IN AIR (SLAT) (OCT 2020)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: HTTPS://WWW.EPA.GOV/RADON.

6.18 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.19 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.20 MOLD (SMALL) (OCT 2021)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices.

6.21 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.22 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to the requirements of Facility Security Level I attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

1.03 RENT AND OTHER CONSIDERATION (OCT 2021)

1.11 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020)

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020)

3.28 DRINKING FOUNTAINS (OCT 2018)

4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2021)

6.10 ONSITE LESSOR MANAGEMENT (APR 2011)

6.11 IDENTITY VERIFICATION OF PERSONNEL (OCT 2021)

6.16 INDOOR AIR QUALITY (OCT 2019)

_____

7.03 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

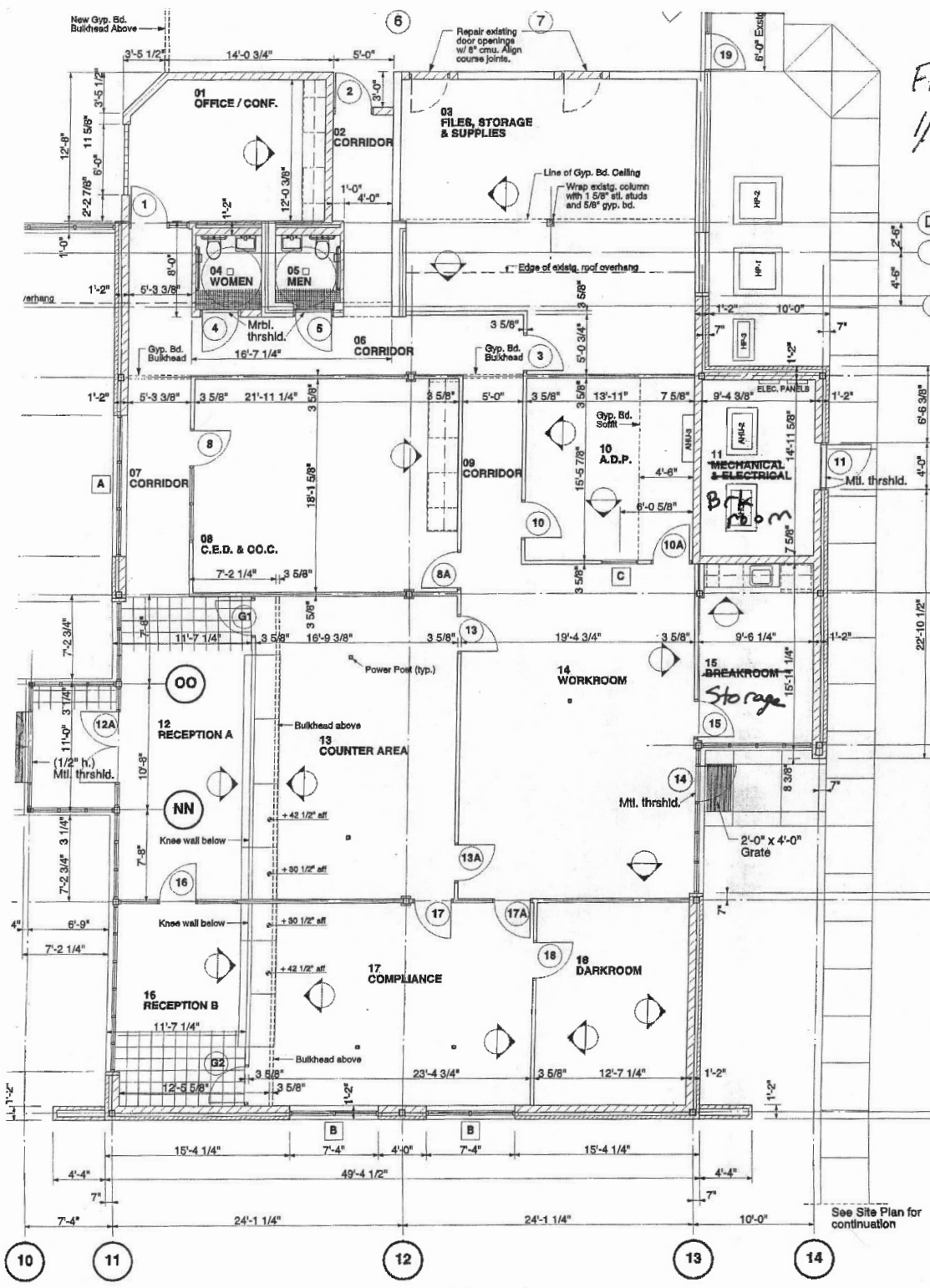
B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

Exhibit A

RSF 3,948
ABOA 3,566

FSA



Floor plan
1/8" = 1'0"

Exhibit B

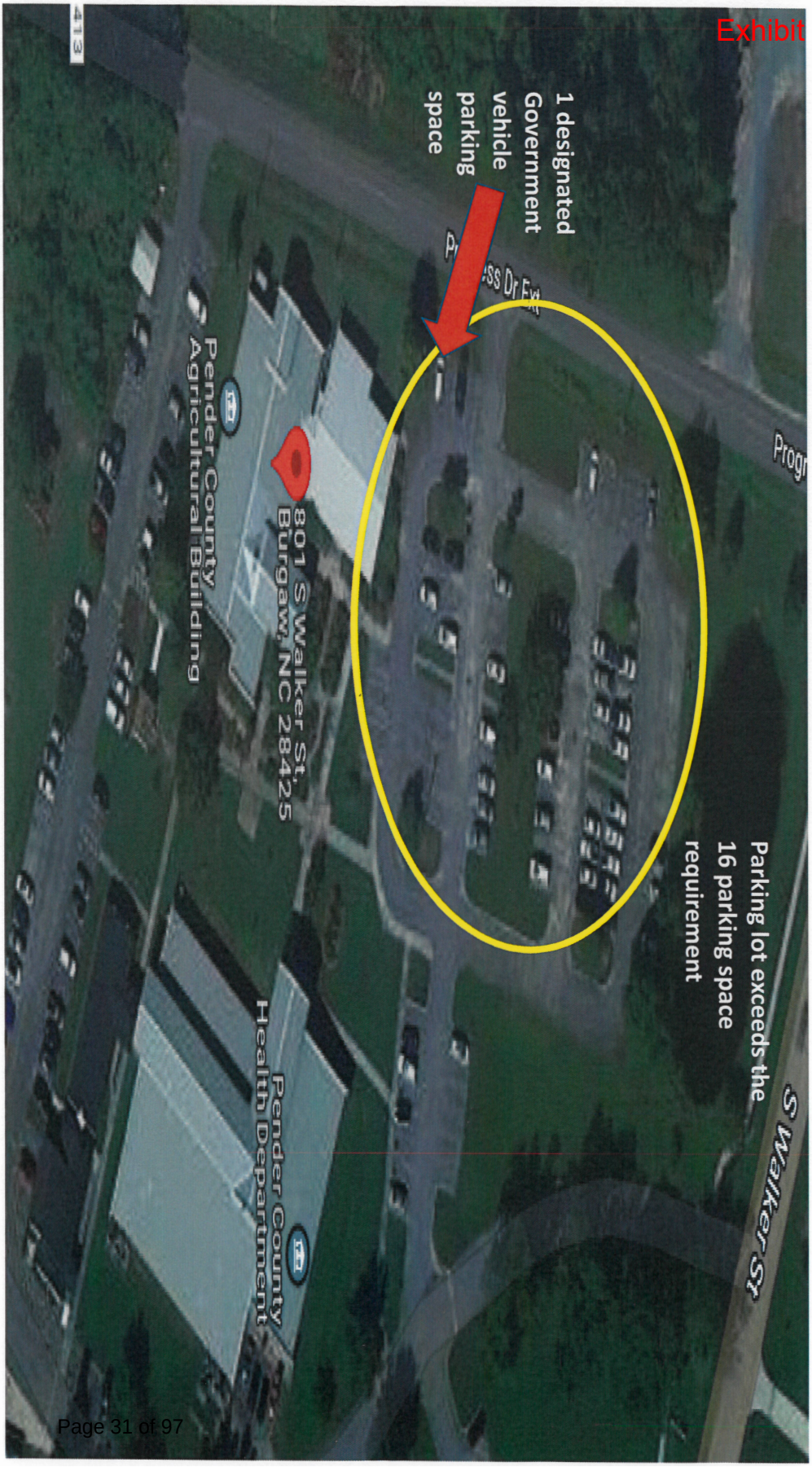

Parking lot exceeds the 16 parking space requirement
S Walker St
Progr
1 designated Government vehicle parking space
ss Dr Ext
801 S Walker St, Burgaw, NC 28425
Pender County Health Department
Pender County Agricultural Building

Exhibit C

Agency Specific Requirements
Solicitation Number: 57-37141-22-FA

Pender Co., Burgaw, NC

The Agency Specific Requirements (ASRs) do not reduce the minimum requirements contained within the Lease. These ASRs provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements. To the extent the contents of these ASRs conflict with the contents of the Lease, the more stringent requirement shall apply.

A. ROOM SCHEDULE

The following spaces in these approximate sizes shall be provided by the Lessor.

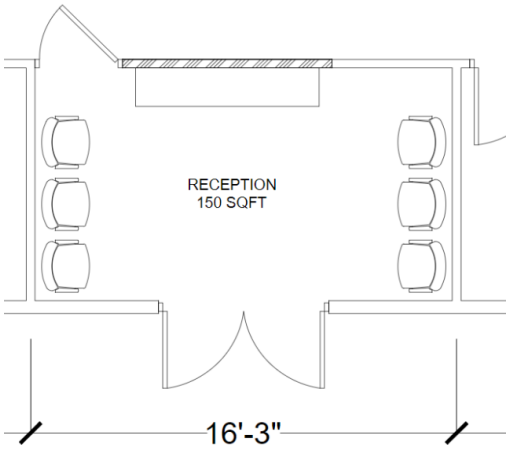
Summary of Space Requirements	FSA	NRCS	Total Proposed SF
INDIVIDUAL SPACE			
Private Offices (120 SF each)	360	120	480
Open workstations space	120	48	168
Individual storage	150	0	150
Mud room	0	150	150
			948
SHARED SPACE			
Conference Room			300
Break Room			150
Reception			150
Consultation Room			80
ADP Room			100
File Room			300
Mail / copy			150
Open space (circulation, open resource space)			617
			1,847
RLP MIN ABOA			2,795
RLP MAX ABOA			2,935

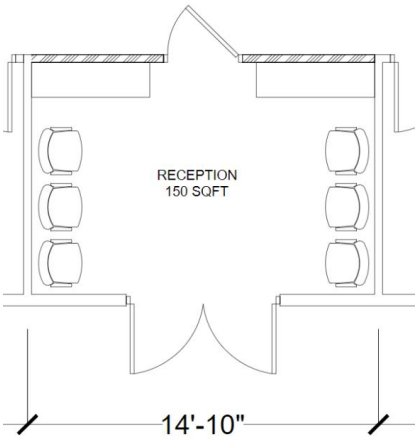
B. ROOM DESCRIPTIONS

Lobby/Reception Area – The lobby area is designed for customers to enter, check in, and wait to be seen by USDA staff.

1. Electrical outlets according to local code.
2. Flooring, wall coverings, and window coverings according to Lease.
3. See Physical Security requirements below for additional information.

Design Examples:

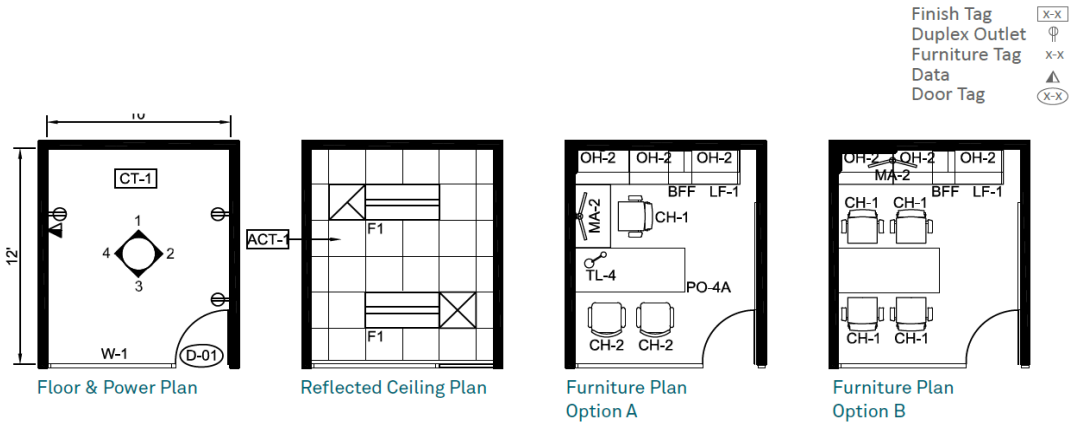




Private Offices- Private offices shall be designed to accommodate (1) one individual seated at a desk, with space for (2) two additional guests. These spaces are to be utilized by individuals who require acoustic and visual privacy for meetings and phone calls or tele/video conferencing. Interior glass window with blinds to provide visibility to the open office and allow daylight to penetrate through.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of three (3) double electrical outlets or local code.
3. Two (2) telecommunication outlet.
4. Three (3) coat hooks on the wall next to the door.
5. Flooring, wall coverings, and window coverings according to Lease.

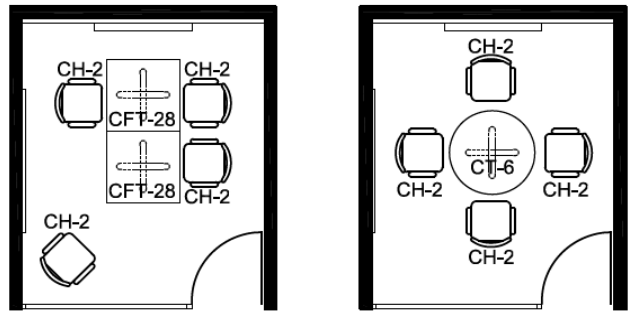
Design Example:



Consult Room – Consult rooms shall be designed to seat up to 4 individuals for hosting small meetings, phone calls, tele/video conferencing, or for individual working. Locate adjacent to workstation clusters and in close proximity to enclosed offices. When possible, provide access to natural daylight. Interior glass window with blinds to provide visibility to the open office and allow daylight to penetrate through. Provide film at seated height for partial privacy.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of five (5) double electrical outlets or local code.
3. Two (2) telecommunication outlet.
4. Three (3) coat hooks on the wall next to the door.
5. Flooring, wall coverings, and window coverings according to Lease.

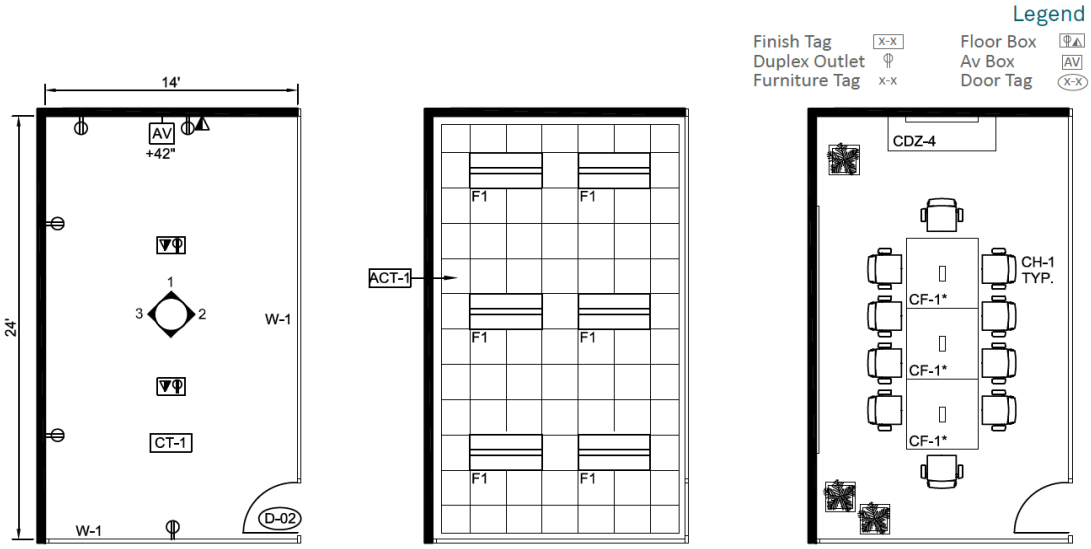
Design Example:



Conference Room - Meeting rooms for 10-12 people for large meetings, tele/video-conferencing, as well as presentations. Locate centrally within the office and adjacent to the reception/service desk in order to provide immediate access for invited guests. Ideally, locate close to the break area for convenience for invited guests. Consider locating doors off of the open office area for acoustic privacy. Provide access to daylight when possible.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of five (5) double electrical outlets or local code.
3. One (1) or Two (2) telecommunication floor boxes.
4. Lessor to provide data jack and audio-visual (A/V) connection for installation of a wall mounted television to use for presentations. Lessor is responsible for maintenance of connections/wiring and data jack, but television is the property of USDA and is to be installed and maintained by USDA.
5. Six (6) coat hooks on the wall next to the door.
6. Flooring, wall coverings, and window coverings according to Lease.

Design Example

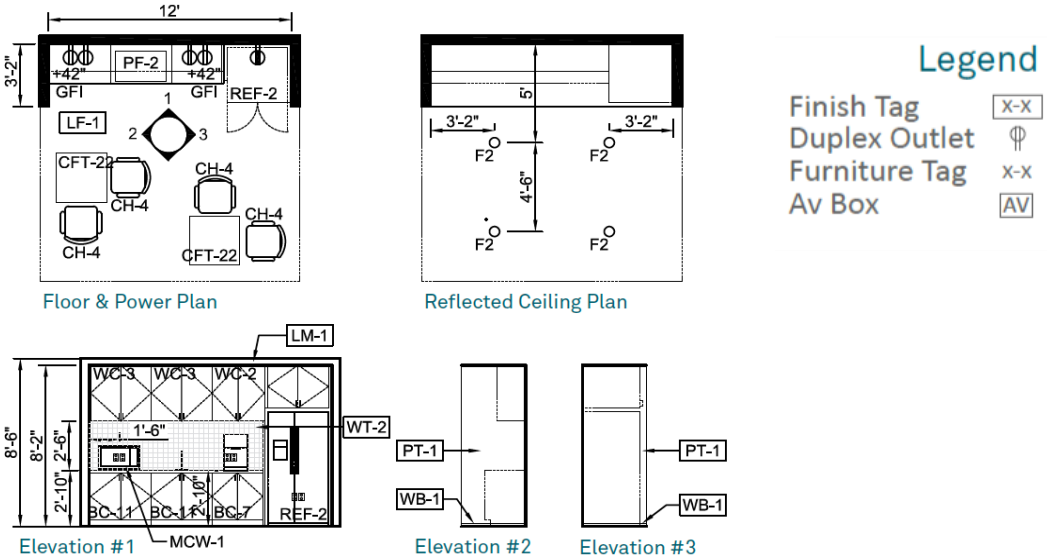


Floor & Power Plan | Reflected Ceiling Plan | Furniture Plan

Break Room - An enclosed or semi-enclosed space to serve as a destination for refreshment. The space is provisioned to support food preparation and storage, coffee machines and recycle bins. Depending on size of office this may be an area for socialization, so seating area should be provided. Locate adjacent to conference room. Some enclosure is necessary to reduce transmission of noise and smells into the workplace.

1. Sound Transmission Class rating as specified in Lease.
2. Greater of four (4) double electrical outlets or local code, in addition to the outlets required for refrigerator/freezer and microwave. Outlets provided at counter per local code.
3. Six (6) coat hooks on the wall next to the door.
4. Flooring, wall coverings, and window coverings according to Lease.
5. Lessor to provide and maintain, as part of operations and maintenance of the Premises, a breakroom refrigerator with freezer (at least 18 cu ft in size) and countertop microwave oven. The Lessor shall retain ownership of these items, and associated costs shall be included in Operating Expenses on the Form 1217.
6. Minimum of ten (10) feet of counter with base and overhead cabinets and double compartment sink.

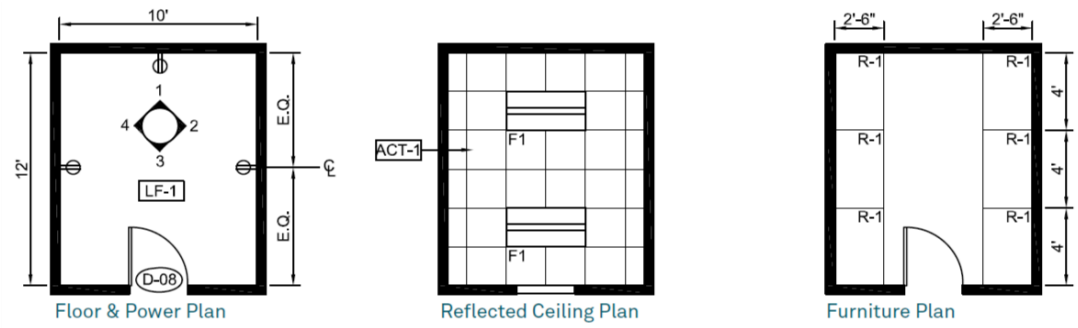
Design Example:



Secure Storage – This room is for equipment or other content that needs to be securely stored, but easily accessible within the office. Size and type of storage units will vary depending on content requirements.

1. Room shall not be accessible through the ceiling to prevent “up and over” access. Utilize slab-to-slab walls or installation of steel mesh to prevent intrusion.
2. Solid core door with door hinges installed inside the room. No windows or other openings.
3. Fire extinguisher required.
4. Sound Transmission Class rating as specified in Lease.
5. Greater of three (3) double electrical outlets or local code.
6. Flooring and wall coverings according to Lease.

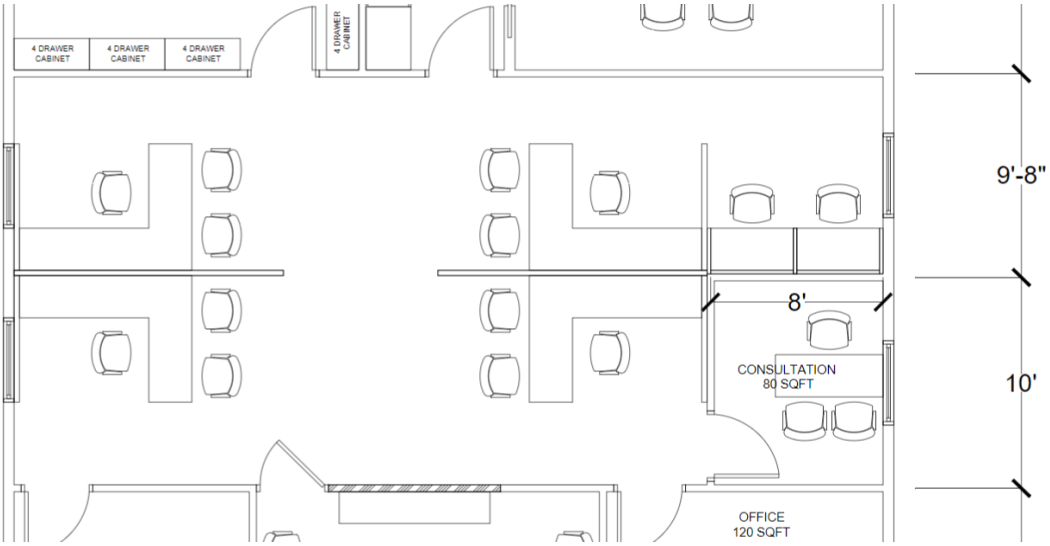
Design Example:



Open Office - A standard space for an individual to accomplish focused solo work and short-term collaborative work who spend most of their time at their desk. Individual workstations are provided in combination with easily accessible meeting spaces for group work and focus booths for concentration or private conversation. Place near floor perimeter to maximize access to natural light.

Generally, this is open space where systems (cubicle) furniture will be installed by USDA. Lessor must ensure electrical and data connections are available to hard wire the installed furniture, and Lessor is responsible for providing an electrician to undertake or assist with the furniture installation. Data and electrical can be provided via ceiling drops or wall connections.

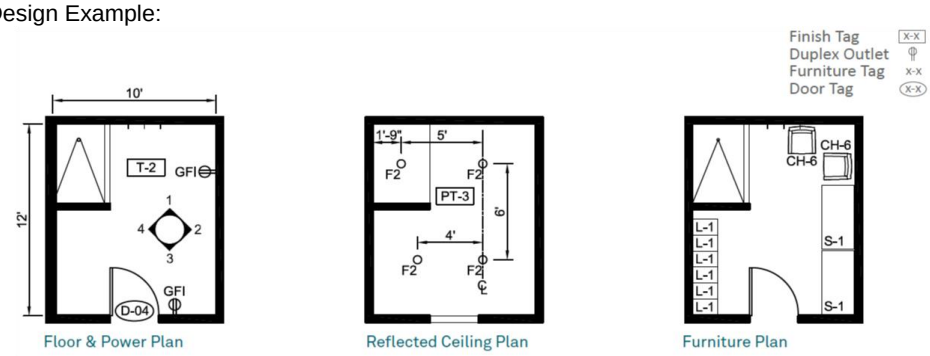
Design Example:



Mud Room - The Mud Room includes a shower area of approximately 120sf for cleaning and washing field equipment. The room should provide complete visual and acoustic privacy and shall be located away from open offices areas. Recommend locating adjacent to a point of entry, to limit path of travel through office. Locate near lavatories or existing plumbing.

1. Sound Transmission Class rating as specified in Lease.
2. Electrical outlets per local code.
3. Three (3) coat hooks on the wall next to the door.
4. Flooring, wall coverings, and window coverings according to Lease.

Design Example:



C. REQUIRED FEATURES NOT INCLUDED IN SHELL COSTS: For all of these items, purchase and installation should be included in the Lessor's Tenant Improvement costs and ongoing maintenance should be an Operating Cost included on GSA Form 1217.

1. Lessor to install and maintain all Telecommunication Requirements (development of ADP Room, CAT wiring, etc.) as outline in Lease Exhibit G.

2. If the US Postal Service will not deliver and pick up mail from each USDA agency inside the Premises, then the Lessor is required to provide and maintain separate mailboxes for each USDA agency in the Premises. The mailboxes must be lockable and acceptable to both USDA and USPS. The incoming mailboxes must be of sufficient size to accept a single package of 9" wide x 11 ½" deep x 12" high, or a separate common oversized mailbox of that minimum size must be provided. A separate outgoing mailbox capable of holding outgoing parcel of a minimum of 9" wide x 11 ½" deep x 12" high must also be provided by Lessor. Location and design must be approved by LCO or designated representative.

3. Lessor to install and maintain a through-the-wall locking depository drop box. Drop box should be secure and provide the ability for receipt of documents from exterior of building without entering interior areas of the building. Location and design must be approved by LCO or designated representative.

4. Lessor to provide and maintain signage as outlined in USDA Facility Signage Guide as furnished by the Government.

    i. The monument sign must be such that the sign is visible from both directions of traffic.

    ii. Sign locations and design must be approved by LCO or designated representative.

    iii. Should the location of the leased Premises not be evident to customers parking in the parking lot, the Lessor shall install and maintain directional or wayfinding signage from the parking area to the Premises.

5. Lessor to Install and maintain fire extinguishers, smoke detectors, carbon monoxide detectors, and automated external defibrillator (AED).

D. PHYSICAL SECURITY REQUIREMENTS: In addition to the specifications set forth in Section 7.01 of the Lease, the Lessor is required to implement the following USDA-specific physical security features in the Premises. For all of these items, purchase and installation should be included in the Lessor's Tenant Improvement costs and ongoing maintenance should be an Operating Cost included on GSA Form 1217.

REQUIREMENT	DESCRIPTION
Hardened Public-Government Space Separation	A Hardened Customer Service Counter or Service Window shall be installed to separate the public lobby area from employee workspace. It shall be designed in a way that customers cannot access USDA space (on the other side of the counter) unless permitted entry through a locked door. This counter must be a hardened barrier that requires employees to enter through a locked door to enter from the public side of the counter into USDA employee space. The door must have a lock and remain secured at all times. The counter shall be 42" to 48'' high, but must also account for an Architectural Barriers Act Accessibility Standard (ABAAS) Compliance area.
Entrance Door Chime	An entrance door chime shall be installed on the main/customer entrance to notify employees when a visitor enters the facility.
Intrusion Detection System (IDS) Coverage and Monitoring	The lessor shall design, install, and maintain an Intrusion Detection System (IDS) consisting of door contacts for all perimeter entry and exit doors to USDA space; magnetic contacts for operable ground floor windows, acoustic glass break detectors for glass doors, doors with glass windows, or ground level windows; passive infrared motion sensors (if needed); an alarm keypad (one needed per office suite); and an auto-dialer for alarms to annunciate to a monitoring service (i.e. DHS Alarm MegaCenter, local police station, or approved 3rd party monitoring service).
Duress/Panic Buttons	All USDA Main Entrance/Reception areas shall have a duress/panic alarm installed. Additional duress/panic buttons shall be placed in areas where employees routinely service customers. These alarms shall be tied into the IDS system to ensure annunciation to a monitoring service (i.e. DHS Alarm MegaCenter, local police station, or approved 3rd party monitoring service).
Main/Customer Entrance Emergency Lockdown	A locking device is required on the main/customer entrance that will easily allow for locking/unlocking the door in emergencies. To support an emergency lockdown, a thumb turn deadbolt shall be installed on the main entrance door so the door can be locked immediately in an emergency. Another acceptable option is installing an electronic lock that has an emergency lock-down button at the service counter.

Space Compartmentalization / False Ceiling	Any suspended (false) ceilings that lead into USDA-FPAC space from a wall in a common hallway or other tenants space must be secured in a manner that no individual can enter USDA space undetected or unmonitored by exploiting the gap above the false ceiling wall. The preferred method of securing the space is to install “slab to slab” walls that separate the USDA space from the rest of the facility
Perimeter Doors and Door Locks	Perimeter doors to USDA space must be either glass storefront doors, metal high-security doors, or solid-core wood doors. Hollow core doors are not permissible. Door hinges must be located on the inside of the door (non-public side) or exposed door hinge pins must be permanently secured to prevent removal. Approved methods include tack welding or locking screws to hold pin in place. Perimeter door locks must be either electronic access control, high security cipher, or high-security mechanical locks, preferably with a dead-bolt. Cipher or electronic access locks are highly encouraged to avoid the need to issue keys. All exposed door locking mechanisms, except for deadbolts, must be covered by a door strike plate cover to prevent the mechanism from tampering. The lessor is required to rekey all door locks prior to USDA leasing the space and all keys must be accounted for on a sign-out log.
Emergency Exit Doors	Emergency exits doors shall include an automatic door closer and exit hardware that is compliant with applicable life safety codes and standards. All emergency exits doors shall have signage posted on the interior side of the door stating, “Emergency Exit Only”. These doors shall not be used for employee or tenant convenience. A peephole shall be installed in the exit door, if an exterior window is not adjacent to the door or if it is not a glass door. Emergency Exit doors shall have no visible hardware on the exterior.

REQUIREMENT	DESCRIPTION
Window Air-Conditioning (A/C) Unit Protection	If applicable, if window A/C units are installed, they must be secured with a lockable cage or window bars in a way that prevents the window unit from being pushed in or removed.
Protection of Exterior Gas Mains or Propane Tanks Adjacent to Premises	If applicable, exposed gas mains or propane tanks near a facility façade or in a parking lot must have bollards (typically yellow safety bollards) or some other barrier (i.e., boulder) around it to protect it from a vehicle strike.

Security of Exterior Electrical Panels and Switches	If applicable, exterior electrical panels on the outside of the building or in common/public space shall be secured via a locking device, unless not permitted by local code. The preferred location for electrical panels is inside the USDA space or in a secured area on the interior of the building.
Public Restroom Access	Lessor must secure public restrooms (restrooms located in the building common area) in a manner that only facility tenants can access them and not the general public. This can be done by securing the restrooms with either a hard key or an access code.
Fire and Carbon Monoxide Detection-	Lessor shall install appropriate amount and type of smoke and carbon monoxide detection devices in accordance with local code.
Janitorial and Maintenance Staff Access	Any lessor provided maintenance/janitorial staff must undergo a Special Agreement Check (SAC) background investigation before being granted unescorted access. This check will be conducted by USDA-FPAC HSD. USDA-FPAC reserves the right to request daytime cleaning in USDA space. SAC background checks may be requested by the State Office through ServiceNow, routing the ticket to Homeland Security Division.
Perimeter Lighting	The Building Owner shall ensure exterior entrances/exits are illuminated to a minimum of 5 foot-candles; Sidewalks and walkways illuminated to a minimum of 3 foot-candles; and Parking lot surfaces illuminated to 1 foot-candle throughout the parking areas. Lessor shall have a lighting preventative maintenance plan in place to inspect perimeter lighting for broken fixtures or burnt-out bulbs and service any non-operable lights within 30 days.

Exhibit D

United States Department of Agriculture

Wiring and Cabling: Guidelines for FPAC and RD Offices

Version 0.5

Note: Computer Room Requirements and Specifications included on page 6.

Introduction

Recent updates to two Department Regulations (DRs), DR 3300-001-G and 3300-001-K, supersede the outdated guidance in DR 3902-001, "Service Center Technology Modernization Project (SCTMP) Wiring/Cabling Specifications for Service Center Agencies' (SCA) Computer Rooms." As a result, 3902-001 has been cancelled and should no longer be used. Though it is cancelled, it did have some information that was still useful and applicable. Therefore, the Office of the Chief Information Officer's Client Experience Center (OCIO-CEC) has taken that information and documented it in these guidelines to help supplement the references below.

References

1. DR 3300-001-G, "Sharing of Telecommunications Resources"
2. DR 3300-001-K, "Installation of Telecommunications Cables in Federal Buildings"
3. Departmental Manual (DM) 3410-001, "Physical Security Standards for Information Technology (IT) Restricted Space"
4. (In DRAFT), "CEC Space and ADP Room Guidelines" Available from OCIO-CEC-Business Services Division. (BSD)
5. Technical Support Division (TSD) Site Moves Standard Operating Procedure. (SOP)

Scope

It is expected that with End User Consolidation (EUC) and the award of the new Enterprise Infrastructure Solutions (EIS) contract that there will be more opportunity and formal guidance forthcoming on facility and information technology services consolidation. However, until then, these guidelines should be used to assist with the wiring/cabling needs for only Farm Production and Conservation (FPAC) & Rural Development offices. (RD)

Responsibilities

The TSD Group Manager (GM) has the authority and responsibility for oversight of the office Automated Data Processing (ADP) rooms and cabling. They are responsible for providing approval of all cabling plans. The Mission Area leasing agent is responsible for including all applicable requirements and standards in solicitations.

Questions on these guidelines can be directed to OCIO-CEC's Infrastructure Operations Division, Telecommunications Administration Services Branch (OCIO-CEC-IOD-TASB).

Computer Room Physical and Security Requirements

Refer to Departmental Manual (DM 3510-001) "Physical Security Standards for Information Technology (IT) Restricted Space" and the "CEC Space and ADP Room Guidelines". **REF Pg 6, ADDENDUM, ADP Room Specs.**

Dedicated Electrical Circuits and Outlets for ADP Equipment

1. ADP Room and Demarcation Point Circuits: Provide and install dedicated electrical circuits with isolated grounds in the computer room. Dedicated circuits must be 110 volt, 20-amp standard three-prong circuits with true earth ground terminated into orange or other uniquely marked (computer use only) duplex outlets. Provide and install duplex outlets for each dedicated electrical circuit in the computer room and any distribution closets. One dedicated outlet for the explicit use of USDA/OCIO/CEC should also be provided at the demarcation point. The main electrical panel for the computer/voice equipment will be properly grounded.
2. General Office Space Circuits: Provide enough dedicated electrical circuits and multiple outlets at designated locations throughout the service center to accommodate workstations, copiers, etc.
3. Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit: All CEC network equipment in the computer room is required to be connected to a UPS.
4. Number and Type of Circuits: There will be a minimum of one 120 volt, 30-amp minimum with true ground, terminated into a twisting-lock NEMA L5-30R receptacle. Each dedicated circuit must have insulated, isolated earth ground; conduit ground is not acceptable.
5. Location of the UPS receptacle: The receptacle will be located within a maximum of 4.5 feet from the back of the computer room wiring cabinet.

Plywood Wall Mounting

One sheet of ¾ inch 4 x 4-foot plywood or equivalent open space on an existing backboard, shall be vertically mounted on the wall at the internal demarcation point within 3-feet of an electrical outlet. The backboard should be attached to the wall using correct mounting hardware and procedures. If the wall is sheet-rocked, attach the backboard to the studs. If the wall is concrete, attach the backboard using anchors. The backboard should be painted with fire retardant paint the same color as the interior walls of the building.

Demarcation Point (D-Mark)

1. When possible, all telecommunication company demarcation points should be internal to the building. The lessor is responsible for ensuring there is a route available for any extended demark need from the building demark to the USDA ADP room. Any demarcation extension should be coordinated with TSD and the sponsoring agency to ensure the work is properly sourced and funded.
2. A 4-inch conduit with pull cable for the explicit use of USDA should be installed from the demarcation point to the USDA ADP (Computer) Room.
3. For any analog Plain Old Telephone Service (POTS) lines delivered to the office, extend them from the demark to the extended demark at the computer room and utilize 6P4C surface mount jacks to accommodate RJ11 cables, such as the following:

Distribution Closets and Cable Pathways

1. For the standard service center, data cabling may traverse non-USDA space (for example, in the space above a drop ceiling) without any special protection (conduit, etc.). Any exceptions to this will be identified site-specifically by the TSD GM.
2. Data cabling may terminate in USDA or USDA partner space. If any space changes definition (for example, a USDA office is discontinued without the entire location being closed, and the abandoned space is leased to a non-USDA tenant), the USDA cable terminations must be removed from the now, non-USDA space.
3. When multiple buildings are to be connected as part of one cable plant, the connection is to be run via fiber optic cable.
4. When cable consists of multiple runs, the facility owner shall provide cable trays or J-hooks to ensure that the cable does not come into contact with the suspended ceiling.

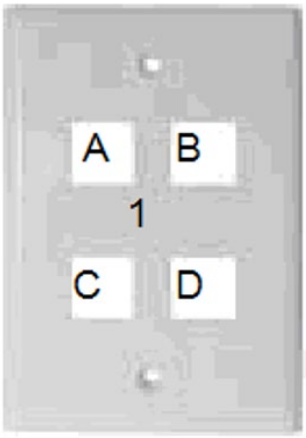
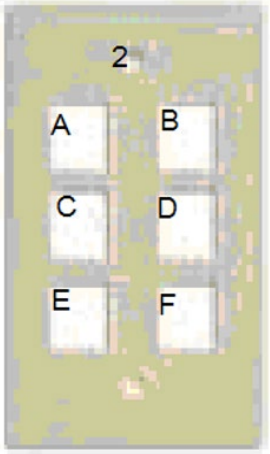
Data Cabling/Telecommunications

1. All new installations will use Category (Cat) 6 Ethernet cabling or higher and will meet local building codes. Exceptions: Minor renovations to buildings that currently contain Cat 5 cable and terminations may continue to do so. However, all substantial additions to or replacements of existing wiring should be replaced with Cat 6 where possible.
2. Cat 5 cabling is unsuitable for Ethernet speeds above 100 Mb/sec and for office Wireless Access Points (WAPs). So, all cabling specifically for WAPs must use Cat 6. In addition, when a move or renovation leads to an upgrade of an office to Cat 6, the patch cables in the ADP room must be replaced with Cat 6 compliant cables as well.
3. Copper Cable Installation: All data cable and voice cables shall be terminated with Cat 6 compliant terminations (patch panels, wall outlets, etc.). Upon completion, it shall be tested and certified by the installer to ensure it is operational and within compliance of the reference documents. Finally, if occupying space with existing cabling, it should still be tested and certified to comply with the reference documents as well.
4. Data Fiber Cable Installation: All strands of each fiber cable shall be terminated at each end of the cable, with either Straight Tip (ST) or Standard Connector (SC) connectors, as appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.

SC Connector	ST Connector

Note: Supply several sets of fiber patch cords that should not only serve immediate switch connection concerns but allow for possible switch update connections in the future. The unused fiber patch cables will be kept in reserve at this site.

5. Wall Input/Output (I/O) Face Plates for Work Areas: Work areas will have a dual, quad, or hex outlet plate with corresponding RJ-45 connectors (see diagram below) or integrated into modular furniture. Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. The other end will be punched down on an RJ-45/110-type patch panel in the ADP room wiring cabinet. Each dual, quad, or hex plate must be labeled with the workstation number (1, 2, etc.) and the A, B, C etc. format. Each connection must be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.

Quad Plate	Hex Plate
	

Local Area Network (LAN) / Wide Area Network (WAN) / Voice Cabinet

1. The Government will provide the LAN/WAN/Voice cabinet, and a cable installation contractor will provide and install the wiring, cabling, and patch panels in the cabinet as specified by the TSD GM. Patch panels will be RJ-45/110 type and appropriately sized, based upon the number of outlet plates. A wire service loop that will allow the cabinet to freely move a minimum of six feet in any direction will be installed by the cable installation contractor as part of the cable installation. The RJ-45/110 type patch panel must be mounted in the cabinet in the place designated by the TSD GM.

   Note: Though not recommended, the patch panels may be installed on the plywood board and the cabling terminated into them only if required by the lessor.

2. Where patch panel size and equipment requirements have grown beyond the capacity of a single cabinet, racks or additional cabinets may be used. However, any additional racks or cabinets need to follow similar specifications as that original equipment.

3. Distribution points that have smaller equipment requirements (for example, a single 24-port switch) can utilize half-height or wall mounted racks, rather than full, floor standing cabinets. However, this equipment still should be secured and protected in some sort of cabinet.

Direct all questions to OCIO-CEC-IOD-TASB.

Abbreviations / Definitions

- ADP Automated Data Processing
- BSD Business Services Division
- Cat Category (i.e., Cat 6 cable designations)
- CEC Client Experience Center
- DM Departmental Manual
- DR Departmental Regulation
- EIS Enterprise Infrastructure Solutions
- EUC End User Consolidation
- FPAC Farm Production and Conservation
- GM Group Manager
- IOD Infrastructure Operations Division
- LAN Local Area Network
- OCIO Office of the Chief Information Officer
- RD Rural Development
- SC Standard Connector
- SOP Standard Operating Procedures
- ST Straight Tip
- TASB Telecommunications Administration Services Branch
- TSD Technical Support Division
- UPS Uninterruptible Power Supply
- WAN Wide Area Network
- WAP Wireless Access Point

***

Exhibit D

Computer Room Physical and Security Requirements (USDA Level 1 Security Sites)

SPECIFICATIONS FOR THE ADP ROOM

1. **Square Footage.** The ADP room shall be a minimum of 75 square feet and a maximum of 100 square feet. The configuration of the room shall allow a three-foot clearance around equipment.
2. **Doors.** The number of entrances to the ADP room will be kept to a minimum as required by local fire code. Every entrance into an ADP room must be a metal clad or solid core, lockable door. A managed process will be utilized to control all access to the room. The process may be electronic or manual. One key or code will be assigned to an individual from each SCA. All computer room doors shall be removed from the master key system of the facility. Exterior doors must have either interior hinges or exterior hinges with non-removable pins.
3. **Windows.** There will be NO WINDOWS in the ADP room, even if a portion of the room has exterior walls.
4. **Flooring.** The flooring will be anti-static hard surface; no carpet.
5. **Walls.** Walls of the ADP room shall extend from the structural floor slab to the structural ceiling slab with sound transmission class 40 or better.
6. **Temperature and Humidity.** The ADP room shall be cooled at all times. The ambient room temperature shall be maintained between 65° to 75°F (18° to 26°C). The ambient relative humidity levels shall be maintained between 35% and 55%. The temperature and humidity controls shall be managed within the room, including points of contacts for emergency situations. The ADP room shall have access to temperature readings within the space. Air conditioning must be controlled on the weekends and holidays as needed to maintain the minimum temperature in the room. Depending on the equipment to be placed in the room, a separate air conditioning unit may be required.
7. **Shared Space.** The ADP room shall NOT be designed as a multi-use room. Only ADP and telephone equipment shall be in this room. Mail machines, printers (unless specifically for the ADP equipment), faxes, file cabinets, shared storage, copiers, plotters, etc. shall be located outside the ADP room. ITS storage will NOT be in the ADP room.
8. **Plumbing.** Because of the danger of water damage, the ADP room shall not be located in areas where water bearing pipes would be overhead. ADP room should be located to avoid walls with plumbing.
9. **Fire Suppressant Systems.** A sprinkler system will be installed when local building codes require it. A dry-pipe system is preferred. Sprinkler heads shall be placed so that they are not directly above any equipment. Each ADP room shall be equipped with any type ***"Clean Agent"*** (at least 5 to 6 lbs) fire extinguishers that are approved/designed to be used for Computer, Telecommunications, Data Storage and Laboratory type rooms, which houses delicate electronic equipment. An annual inspection must be performed on the fire extinguisher.
10. **Design Approval.** In SCA offices, the Group Manager shall review the electrical section of the construction drawings to ensure that the location of the data ports, and electrical outlets will be accessible once systems furniture is installed. In all other offices, the appropriate Division Directors shall review and approve the floor plans. All final floor plans for the ADP room and general space shall be approved by the OCIO-ITS Realty Specialist before construction begins.
11. **Public Areas.** Where possible, the ADP room shall be within the interior of the building and away from public areas. Where possible, ensure that all computer rooms are not located either above or below public areas in multi-story buildings.
12. **Mailrooms and Loading Docks.** Where possible, the ADP room shall not be located in close proximity to mailrooms or loading docks.
13. **Signage.** Ensure that all signs identifying the ADP room are removed from public view. Directories or building maps that identify the location of critical or sensitive asset locations shall not be displayed. Exterior signs are not to identify OCIO/ITS/ADP within the SCA.
14. **Electrical Power.** Where possible, the capability of shutting off power to an information system component that may be malfunctioning or threatened without endangering personnel by requiring them to approach the equipment shall be included in new and refurbished ADP **rooms.**

Exhibit E

United States Department of Agriculture

April 2014

Facility Signage Guide

Lessor _____ & Government_____

Exhibit E

USDA Facility Signage

Facility signs play a major role in projecting a clear, strong impression of USDA. This facility signage guide serves as a manual for the development and implementation of a comprehensive signage and wayfinding system for both exterior and interior signage. The purpose of this guide is to establish the image of USDA, creating a sense of space that welcomes visitors and staff; defining USDA as a destination, and informing, orientating, and directing visitors to and through all USDA facilities.

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines, contact www.ADA.gov

USDA facilities within the Washington, DC, metropolitan area must comply with special DC/Metro signage requirements. Contact the Office of Operations (OAO) for the latest version.

The objective of this guide is not to replace current signs but, rather, to ensure that when the signs need to be replaced with new signs, they comply with these new guidelines.

Lessor _____ & Government_____

Facility Signage

Exhibit E

Signature Lockups
Signature lockups must be used on all Department facility signage. Signature lockups combine the USDA Symbol and the Department name. Do not use the USDA Symbol without the Department name. Only use signature lockups supplied by USDA's Office of Communications. Any substitution of fonts on signature lockups is unacceptable. Do not attempt to create signature lockups in any manner.

Acceptable Signature Lockup Variations

USDA United States Department of Agriculture

USDA United States Department of Agriculture

USDA United States Department of Agriculture

USDA United States Department of Agriculture

Color
The signature lockup shall be reproduced in either one or three colors. The official colors for the USDA symbol are dark blue (PMS 288) and dark green (PMS 343), and the Department name is black. When reproduced in one color, the signature lockup shall be black or the most dominant color available. When the signature lockup is placed on a color background, it can be reproduced in one color, either black or white.

Dark Blue PMS 288

Dark Green PMS 343

Solid Black

USDA United States Department of Agriculture

Three Color

USDA United States Department of Agriculture

One Color - Black

Color Background

USDA United States Department of Agriculture

One Color - Black or White

Exhibit E

Signature Lockups

Clearance Space, Proportions, and Placement

Signature lockups must be used on all Department facility signage. Signature lockups are comprised of the USDA Symbol and the Department name. To ensure maximum visibility, the signature lockup should be placed at the top of any signage above the Agency's name. Only use signature lockups supplied by USDA's Office of Communications. Any substitution of typefonts on signature lockups is unacceptable. Do not attempt to create signature lockups in any manner.

Clearance space shall be used on all signage to provide a clean, consistent background area and position for the signature lockup. All acceptable versions of the signature lockups can be used. No images, gradations, or other graphics can appear within the clearance space. All other types of visual elements, images, and typography can fall below the clearance space. Helvetica and Arial are the preferred typefonts.

Free-Standing Signage | Monumental Signage | Building-Mounted Signage

Exhibit E

Free-Standing Signage - REQUIRED

Signature lockup must be positioned above all other names.

Lessor _____ & Government_____

Exhibit E

Building-Mounted Signage - REQUIRED

Use street address or site number as required by the office complex or landlord. Signature lockup must be positioned above all other names.

Site address as required

Lessor _____ & Government_____

Exhibit E

Directional Signage - REQUIRED (if needed)

Directional arrows can be placed where appropriate outside the signature lockup clearance space.

Lessor _____ & Government_____

Exhibit E

Office Room Signage - REQUIRED

USDA Facility

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines contact www.ADA.gov. Signature lockup must be positioned above all other names.

Lessor _____ & Government_____

Exhibit E

Office Room Signage - REQUIRED

Non-USDA Facility

Signature lockup is not required.

9201

Agency Name

Division Name

Tenant Name

Tenant Name

Tenant Name

Lessor _____ & Government_____

Exhibit E

Building Directory - REQUIRED (if needed)

USDA Facility

Signature lockup must be positioned above all other names.

USDA

United States Department of Agriculture

Service Center

Farm Service Agency	201
Rural Development	201
Natural Resources Conservation Service	205
Culpeper Soil and Water Conservation District	207

Lessor _____ & Government_____

Exhibit E

Building Directory - REQUIRED (if needed)

Non-USDA Facility

The Department name must be fully spelled out and positioned above the Agency name.

Department name only

XYZ Office Building	
Other Tenant	201
Other Tenant	201
United States Department of Agriculture	202
Other Tenant	205
Other Tenant	207

Department name with Agency name on second line

XYZ Office Building	
Other Tenant	201
Other Tenant	201
United States Department of Agriculture **Agency Name Here**	202
Other Tenant	205
Other Tenant	207

Lessor _____ & Government_____

Exhibit F

GSA

TENANT IMPROVEMENTS COST SUMMARY (TICS)			
ADDRESS:		DATE SUBMITTED:	January 10, 2023
801 South Walker Street			
Burgaw, NC 28425		ABOA SF=	3,566
LESSOR: Pender County Government		RENTABLE SF=	3,948

Masterformat CSI	System Elements		TI*	SHELL**
Div 1	General Requirements - carpet		$ 14,844	$ 37,337
Div 2	Site work & Demolition		$	$
Div 3	Concrete		$	$
Div 4	Foundations / Masonry		$	$
Div 5	Metals		$	$
Div 6	Woods & Plastics		$	$
Div 7	Thermal & Moisture		$	$
Div 8	Doors & Windows		$	$
Div 9	Finishes - paint		$ 10,028	$ 25,222
Div 10	Specialties - moving		$ 1,777	$ 4,469
Div 11	Equipment		$	$
Div 12	Furnishings		$	$
Div 13	Special Construction		$	$
Div 15	General Construction		$	$
Div 21	Fire Suppression		$	$
Div 22	Plumbing		$	$
Div 23	HVAC		$	$
Div 26.1	Electrical		$	$
Div 26.2	Lighting		$	$
Div 27	Communications, Security & Other Elec. Systems		$	$
Div 28.1	Electrical safety & Security		$	$
Div 28.2	Security		$ 2,000	$
Div 32	Exterior		$	$
Subtotal	Trade Costs		$	$
	General Contractor Fee	Percent	$	$
Subtotal	Construction Costs		$	$
	Architectural & Engineering Fees (NIC DID costs)	lump sum	$	$
	Other Lessor Costs Established Under the Lease		$	$
Subtotal	Lessor's Costs:		$	$
	Lessor's Project Management Fee	Percent	$	
Total	**Price to Government:**		$ 28,649	
				67,028

Notes:

* Include all subcontractors' costs.

** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the SHELL DEFINITIONS tab, and the lease for further information.

Page 1 OF 4

INITIALS: LESSOR: _____ & GOV'T: _____

Carpet Quotes / Explanation

In the 12/21/22 exchange, the following quotes were submitted. These quotes were obtained for a project in March of 2021. To keep things consistent, a per sqft cost calculation is used.

Farriors Florring = $4.11/sqft
Note: Their quote did not include moving expenses. (Moving expenses are calculated separately.)

Floorz to Your Doorz = $3.87/sqft
Note: Their quote included moving expenses of $1,352.70. Therefore, to remove these expenses, $12,066.25 - $1,352.70 = $10,713.55 and, therefore = $3.44/sqft

Today, 1/9/23, we received an updated quote from Floorz to Your Doorz = $4.19/sqft
Note: Their quote included moving expenses of $1,352.70. Therefore, to remove these expenses, $13,061.60 - $1,352.70 = $11,708.90 and, therefore = $3.76/sqft

Total sqft of building = 13,878
Deduct USDA space sqft = 3,948; Therefore TI = $14,844.48 **derived as 3,948*3.76/sqft
Remaining SHELL sqft to maintain = 9,930; Therefore SHELL = $37,336.80 **derived as 9,930*3.76/sqft

Painting Quotes / Explanation

In the 12/21/22 exchange, the following quotes were submitted. These quotes were obtained for a project in February of 2022. To keep things consistent, a per sqft cost calculation was used.

Woof Handyman = $3.75/sqft
Aurora Painting = $2.10/sqft
Tinney Painting = $2.59/sqft
Note: These total $8.44 for an average of $2.81/sqft

Today, 1/9/23, we received an updated quote from Aurora Painting = $2.54/sqft

Total sqft of building = 13,878
Deduct USDA space = 3,948; Therefore TI = $10,027.92 **derived as 3,948*2.54/sqft
Remaining SHELL sqft to maintain = 9,930; Therefore SHELL = $25,222.20 **derived as 9,930*2.54/sqft

Moving Quotes / Explanation

Quotes included show the huge expense we paid for Courthouse move of files and furniture during the restoration. However, some of the flooring installers are willing to move the furniture prior to installation and some are not. The most recent quote from the carpet installer is .45/sqft.

Therefore:

TI = 3,948 sqft * .45/sqft = $1,776.60
SHELL = 9,930 sqft * .45/sqft = $4,468.50

Security Quotes / Explanation

Quotes from Security Plus shows that their standard hourly rate is currently $75.00/hour 1-man rate and $130/hour 2-man rate.

Quote from NC Sound for a recent ADD of low voltage cabling in one court room is a total of $550 for labor.

Therefore, I have included a total TI charge of $2,000 for any improvements. There would be no changes to the SHELL that would be of benefit to the owner.

Exhibit F

Carpet Quotes

Exhibit F

FLOORZ TO YOUR DOORZ INC
PO BOX 12571
WILMINGTON, NC 28405
Telephone: 910-431-4525 Fax: 888-772-2404

ES300147

QUOTE

Sold To	Ship To
PENDER COUNTY REGISTER OF DEEDS PO BOX 43 BURGAW, NC 28425	REGISTER OF DEEDS, PENDER COUNTY 300 E FREMONT ST PO BOX 43 BURGAW, NC 28425

Quote Date	Tele #1	PO Number	Quote Number
01/06/23			ES300147

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
45405	SHAW INTELLECT CARPET TILE	BRILLIANT MONOLITHIC 24X24	3,150.00	SF	1.85	5,827.50
	TAKEUP AND HAUL AWAY		3,000.00	SF	0.30	900.00
	INSTALL CARPET TILES		3,150.00	SF	0.55	1,732.50
00000	JOHNSONITE COVEBASE	4" VINYL CHARCOAL #20	5.00	EA	120.00	600.00
0000	COVEBASE GLUE	ADHESIVE	10.00	EA	10.99	109.90
0000	SHAW 5000 GLUE	PRESSURE SENSITIVE	5.00	EA	150.00	750.00
FREIGHT	FREIGHT		1.00	EA	399.00	399.00
	INSTALL COVEBASE		525.00	LF	0.80	420.00
	MOVE FURNITURE		3,006.00	SF	0.45	1,352.70
0000	REDUCER	BLACK	3.00	EA	20.00	60.00
0000	MOHAWK FOOTPATH	20 MIL LVP DIRECT GLUE KODIAK WOOD	200.00	SF	2.40	480.00
	INSTALL LVT/PLANK		200.00	SF	2.15	430.00

50% Deposit due at time of order placement. Balance is due immediately following installation/delivery. Financed orders will be processed at time of order placement. Special order items are subject to a 25% restock fee plus return freight charges. We cannot be held responsible for any delays in special ordered items. We appreciate your business and reviews! We will give you $100 for anyone that you refer to us that places an order for $1500 or more.

Please sign here:

01/06/23 1:08PM

Sales Representative(s):
SARAH DAVIS

Subtotal:	13,061.60
Sales Tax:	914.31
Misc. Tax:	0.00
QUOTE TOTAL:	**$13,975.91**

Exhibit F

FLOORZ TO YOUR DOORZ INC
PO BOX 12571
WILMINGTON, NC 28405
Telephone: 910-431-4525 Fax: 888-772-2404

Page 1

ES100079

QUOTE

Sold To	Ship To
PENDER COUNTY REGISTER OF DEEDS PO BOX 43 BURGAW, NC 28425	REGISTER OF DEEDS, PENDER COUNTY 300 E FREMONT ST PO BOX 43 BURGAW, NC 28425

Quote Date	Tele #1	PO Number	Quote Number
03/05/21			ES100079

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
45405	SHAW INTELLECT CARPET TILE	BRILLIANT MONOLITHIC 24X24	3,150.00	SF	1.74	5,481.00
	TAKEUP AND HAUL AWAY		3,000.00	SF	0.30	900.00
	INSTALL CARPET TILES		3,150.00	SF	0.50	1,575.00
00000	JOHNSONITE COVEBASE	4" VINYL CHARCOAL #20	5.00	EA	100.00	500.00
0000	COVEBASE GLUE	ADHESIVE	10.00	EA	8.99	89.90
0000	SHAW 5000 GLUE	PRESSURE SENSITIVE	5.00	EA	109.52	547.60
FREIGHT	FREIGHT		1.00	EA	364.55	364.55
	INSTALL COVEBASE		525.00	LF	0.70	367.50
	MOVE FURNITURE		3,006.00	SF	0.45	1,352.70
0000	REDUCER	BLACK	3.00	EA	20.00	60.00
0000	MOHAWK FOOTPATH	20 MIL LVP DIRECT GLUE KODIAK WOOD	200.00	SF	1.99	398.00
	INSTALL LVT/PLANK		200.00	SF	2.15	430.00

50% Deposit due at time of order placement. Balance is due immediately following installation/delivery. Financed orders will be processed at time of order placement. Special order items are subject to a 25% restock fee plus return freight charges. We cannot be held responsible for any delays in special ordered items. We appreciate your business and reviews! We will give you $100 for anyone that you refer to us that places an order for $1500 or more.

Please sign here:

— 03/12/21 — 9:29AM —

Sales Representative(s):
SARAH DAVIS

Material:	7,076.50
Service:	4,989.75
Misc. Charges:	0.00
Sales Tax:	844.64
Misc. Tax:	0.00
QUOTE TOTAL:	**$12,910.89**

12,066.25

3-12-21
V# 35272
R# 775

500-401500

Exhibit F

Farrior's Flooring & Interiors
Carpet - Ceramic - Wood - Accessories
120 West Main Street
Wallace, North Carolina 28466
910-285-2110

Quotation

E30221
Date: 3/2/2021

To: Pender County
210 South Bennett Street
Burgaw, NC 28425
Attn: Ben Valdez

Re: Carpeting in the Register of Deeds' offices

Email: bvaldez@pendercountync.gov Phone: 910-259-1249

Quantity	Description	Unit Price	Line Total
346.32 3,116.88 SF	Sq. yards of 100% Solution Q Nylon Modular Carpeting Style: FAI2154845G Color: 21345100H Areas: All areas of the Register of Deeds' offices except the Breakroom and Hallway (which will not have new carpeting in an effort to use the existing terrazzo flooring if it can be cleaned to become useable).	17.44	6,039.82
4	Rolls of 4" rubber cove base—continuous lengths Color: TBD Areas: All areas of the Register of Deeds' offices including the Breakroom and Hallway	124.77	499.08
4	Pails of commercial modular carpet adhesive	111.30	445.20
8	Tubes of commercial cove base adhesive	8.35	66.80
	Installation including: 1. Removal and Disposal of the existing carpeting 2. Removal and Disposal of the existing cove base 3. Scraping the remaining adhesive off the terrazzo flooring in the Breakroom and Hallway as best we can. 4. Installing the new Modular Carpeting in a monolithic pattern 5. Installing new Cove Base in all areas 6. Moving the furniture, book cases, and files out of each area and putting them back in place		5,765.90
		Subtotal	12,816.80
		Sales Tax	865.14
		Total	13,618.94

Please Note: The County would need to be responsible for computer disassemble and reassemble.

Thank You

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS PRINTED ON THE REVERSE SIDE, AND VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

BY_____ ACCEPTED_____ DATE_____

Exhibit F

Painting Quotes

Exhibit F

Aurora painting LLC

Johnny lopez
4885 malpass coner rd
burgaw, nc, 28425
usa

Bill To

Pender county
Eoc interior
Burgaw , Nc, 28425

eoc int

Date 01.09.23

Item Name	Quantity	Rate	Amount
To paint top and bottom of walls 31x48 pacht ,mud,and sand ,paint trim and walls	1	4200.00	4200.00
Paint small room bottom and top	1	450.00	450.00
All material including	1	0.00	0.00
		Subtotal	**4650.00**
		Total	**$4650.00**

Notes

thanks you for your business for more information please contact me 910-970-6901

Exhibit F

Estimation

Aurora Painting LLC
Johnny Lopez
4885 Malpass Corner Rd Burgaw NC
Burgaw NC 28425

eoc
burgaw

Invoice#
Invoice Date 2/5/2022
Due Date 2/5/2022

Item Description	Qty	Rate	Amount
to paint top and bottom walls 31x48 pactch ,mud and sand paint trim on wall	1	3850	3850.00
paint small rom 10 x17 bottom and top walls	1	0	0.00
materials including	1	0	0.00
		Sub total	**3850.00**
		Total	**$3850.00**

Notes

It was great doing business with you. if have question plz call (910) 970-6901

Terms and Conditions

Please make the payment by the due date.
Aurora Painting LLC

Powered by Zoho Invoice

Exhibit F

TINNEY PAINTING, INC.
2145 Dexter Street • Wilmington, N.C. 28403
Office (910) 763-4631 • Fax (910) 763-0471
jtinney@tinneypainting.com

NAME	WORK	FAX	DATE
Pender County Government	HOME	CELL 259.1228	2-2-2022
STREET 804 Ridgewood Rd.	JOB NAME Interior Emergency Operations Center		
CITY, STATE Burgaw, NC 28425	MISC Damon Stanley dstanley@pendercountync.gov		

Proposal to supply labor & materials to prep & paint as follows:

- Customer to move items off the walls and into the middle of the room
- Repair any defects that have not been repaired already
- Apply 2 coats Ben Moore eggshell to the walls, 2 colors as discussed- 4003-3B Orchard Ash & 2127-40 Wolf Gray
- Apply 1 coat Ben Moore trim white to all trim
- Areas to be painted are the EOC room & small room off it by the kitchen
- Work to be completed March 15-20th

FIRST CLASS NEAT CLEAN WORKMANSHIP IN ALL RESPECTS!

Price: $4,750	Estimate Valid for 90 days

Payment to be made as follows: on completion

I propose to furnish labor, equipment, and material if specified above. Material guaranteed only by manufacturer. Any alteration, deviation, or addition to these specifications either verbal or written could result in an extra charge over and above this amount. All work is considered satisfactory if not questioned in writing within 2 days of application. **All payments due upon receipt.** Credit cards not accepted. 1 1/2% per month interest thereafter. All reasonable legal fees and expenses paid by customer if needed to collect money in arrears.

Tinney Painting, Inc.

Scott Tinney 2-2-2022
Date

Accept & Date _____

Exhibit F

Damon Stanley

From:	Woof Handyman <vendor_support+58423@breezeworks.com>
Sent:	Sunday, February 6, 2022 6:38 PM
To:	Damon Stanley
Cc:	info@woofhandyman.com
Subject:	[External]Estimate #0413 from Woof Handyman
Attachments:	Woof-Handyman_2022-02-06_Estimate-0413.pdf

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

Woof Handyman sent you an estimate.

To:

Damon Stanley
210 S. Bennett
Burgaw, NC 28425
dstanley@pendercountync.gov

From:

Woof Handyman
4403 Oleander Drive
Suite C163
Wilmington, NC 28403

Estimate number:
0413

Expires on:
March 31, 2022

APPROVE ESTIMATE

Description of work:
EOC Building

Total estimate:
$9,872.89

Item	Quantity	Price	Tax	Total
Labor - Paint 31x48x12 Room (2 Coats)	1833	$3.75	7.000%	$6,873.75

1

Exhibit F

Labor - Paint 10x17x8 Room (2 Coats)	411	$3.75	7.000%	$1,541.25
Materials - Benjamin Moore Interior Paint	14	$58.00	7.000%	$812.00
			Subtotal	$9,227.00
			Tax	$645.89
			Total	**$9,872.89**

Notes

We charge by the hour for labor and cost for materials. Our standard rates are $103 hr. for 1 guy: If more than one guy, then $79 hr. per guy working on project. The amount of the invoice will reflect the actual time and material costs for completing the project.

All estimate details can be found in the attached PDF file, which may include additional terms and conditions.
If this estimate meets your approval,
please click the 'Approve' button below.
Otherwise, you can reply to this email with any questions.

APPROVE ESTIMATE

Powered by Breezeworks | Copyright 2022

Exhibit F

Moving Quotes

Exhibit F

*use as updated quote for moving services
= .45/sqft

FLOORZ TO YOUR DOORZ INC
PO BOX 12571
WILMINGTON, NC 28405
Telephone: 910-431-4525 Fax: 888-772-2404

Page 1

ES300147

QUOTE

Sold To	Ship To
PENDER COUNTY REGISTER OF DEEDS PO BOX 43 BURGAW, NC 28425	REGISTER OF DEEDS, PENDER COUNTY 300 E FREMONT ST PO BOX 43 BURGAW, NC 28425

Quote Date	Tele #1	PO Number	Quote Number
01/06/23			ES300147

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
45405	SHAW INTELLECT CARPET TILE	BRILLIANT MONOLITHIC 24X24	3,150.00	SF	1.85	5,827.50
	TAKEUP AND HAUL AWAY		3,000.00	SF	0.30	900.00
	INSTALL CARPET TILES		3,150.00	SF	0.55	1,732.50
00000	JOHNSONITE COVEBASE	4" VINYL CHARCOAL #20	5.00	EA	120.00	600.00
0000	COVEBASE GLUE	ADHESIVE	10.00	EA	10.99	109.90
0000	SHAW 5000 GLUE	PRESSURE SENSITIVE	5.00	EA	150.00	750.00
FREIGHT	FREIGHT		1.00	EA	399.00	399.00
	INSTALL COVEBASE		525.00	LF	0.80	420.00
	MOVE FURNITURE		3,006.00	SF	0.45	1,352.70
0000	REDUCER	BLACK	3.00	EA	20.00	60.00
0000	MOHAWK FOOTPATH	20 MIL LVP DIRECT GLUE KODIAK WOOD	200.00	SF	2.40	480.00
	INSTALL LVT/PLANK		200.00	SF	2.15	430.00

50% Deposit due at time of order placement. Balance is due immediately following installation/delivery. Financed orders will be processed at time of order placement. Special order items are subject to a 25% restock fee plus return freight charges. We cannot be held responsible for any delays in special ordered items. We appreciate your business and reviews! We will give you $100 for anyone that you refer to us that places an order for $1500 or more.

Please sign here:

01/06/23 1:08PM

Sales Representative(s):
SARAH DAVIS

Subtotal:	13,061.60
Sales Tax:	914.31
Misc. Tax:	0.00
QUOTE TOTAL:	**$13,975.91**

Exhibit F

Security Quotes

Exhibit F

Jeremy M. Drummond

From: Security Plus Electrical <security@securitypluselectrical.com>
Sent: Monday, January 9, 2023 8:57 AM
To: Jeremy M. Drummond
Subject: [External]Labor rates for service work

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

Low voltage (alarm, CCTV, networking, access control) service work labor rates are as follows: $75/hour 1-man rate, $130/hour 2-man rate.
High voltage (electrical and generator) service work labor rates are as follows: $95/hour 1-man rate, $150/hour 2-man rate.

Please let me know if you need additional information.

Thank you!

Mary Kay Fletemeyer
Vice President-Security Division
Security Plus Electrical, Inc.
910.259.6606

P.S. We are a One-Stop-Shop offering Burglar/Fire alarms, Electrical Contracting/Service, Generator Sales/Service, CCTV, Access Control and Networking. Please contact us for a complimentary, custom quote. We pride ourselves on our old fashioned customer service and are fully licensed and insured.

Exhibit F

Security PLUS Electrical, Inc
5670 NC-53 W
Burgaw, NC 28425
910.259.6606

Invoice

Due Date	Date	Invoice #
11/23/2022	10/24/2022	6100

Bill To

Pender County IT
PO Box 1437
Burgaw, NC 28425

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due **$136.78**

Security PLUS Electrical, Inc
5670 NC-53 W
Burgaw, NC 28425
www.securitypluselectrical.com

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Terms	Job Name
Net 30	C22-93

Description	Qty	Rate	Amount
PENDER MEMORIAL PARK			
Service call to check wireless bridge: replaced (1) POE injector and 18v power supply	1	75.00	75.00T
Materials		56.72	56.72
Sales Tax		6.75%	5.06

There will be a $30 charge for all returned checks. 1.5% interest will be assessed on all unpaid balances after 30 days.

Total	$136.78
Payments/Credits	$0.00
Balance Due	$136.78

Exhibit F

North Carolina Sound
Phone: 919-709-4040
Fax: 919-709-4044
5413 US Hwy 117N
Pikeville, NC 27863

Quote
No.: **21317**
Date: 9/23/2022

Prepared for:

Pender County Government
805 South Walker Street
PO Box 5
Burgaw, NC 28425 U.S.A.

Prepared by: James Kowalski
Account No.: 3742
Phone: (910) 259-1200
Fax: (910) 259-1402
Job: Pender Courthouse AOC

Quantity	Item ID	Description
Subtotal Material		
500	25291B-BK-1000	22/2 Shielded CMP Plenum PVC, 1000', Black
	22/2 Shielded CMP Plenum PVC, 1000', Black	
500	10136226	LANmark-6 Cat6 Plenum 4-Pair UTP, 1000', Blue
	LANmark-6 Cat6 Plenum 4-Pair UTP, 1000', Blue	
500	25225B-GY-1000	16/2 Unshielded Plenum CMP,1000', Gray
	16/2 Unshielded Plenum CMP,1000', Gray	
500	10143424	LANmark-10G FTP Cat 6A Plenum 4-Pair, F/UTP, 1000', Blue
	LANmark-10G FTP Cat 6A Plenum 4-Pair, F/UTP, 1000', Blue	
20	BCH12	J Hook 3/4" Flat for Wall Mount 16 4-Pair UTP
	J Hook 3/4" Flat for Wall Mount 16 4-Pair UTP	
1	Misc. Material Cost	Misc. Material Cost
	Misc. Material Cost	
2	V5748	500/700 Single Gang Switch & Receptacle Box Fitting, Single Channel, Ivory
	www.wiremold.com 500/700 Single Gang Switch & Receptacle Box Fitting, Single Channel, Ivory Wiremold Box	
1	V5747-2	500/700 Dual Gang Shallow Switch & Receptacle Box Fitting, Single Channel, Ivory
	500/700 Dual Gang Shallow Switch & Receptacle Box Fitting, Single Channel, Ivory	
6	V504	500 Mounting Strap Fitting, One or Two Hole, Single channel
	www.wiremold.com 500 Mounting Strap Fitting, One or Two Hole, Single channel Wiremold Strap	
1	Shipping/Freight	Shipping/Freight
	Shipping/Freight	

Subtotal Material	**$1,436.45**
Subtotal labor	**$550.00**
Your Price:	**$1,986.45**

Exhibit F

Quote

No.: **21317**

Date: 9/23/2022

Sales Tax	$96.96
SubTotal:	**$2,083.41**
Total:	**$2,083.41**

Pender Courthouse AOC

Prices are firm until 11/22/2022 Terms: Net 30

Prepared by: James Kowalski, jkowalski@ncsound.org **Date:** 9/23/2022

SCOPE OF WORK

Provide,install and label cabling as detailed on customer drawing. All cabling will go from AV rack to location. AV rack will connect to network by existing data port. Install wiremold and boxes at tv locations.

NC Sound will not be responsible for:

Terminating cable ends
AV rack
Equipment install
programming

Accepted by: _____ **Date:**_____

Disclaimer

Supply Chain Delays and Shortages

With the challenges of long lead times and in some cases lack of stock availability, NCS cannot give any projected installation dates on quotes or proposals until they are approved and materials have been ordered. If this is a quote only, Please note that NCS is working with our suppliers to ensure we can expedite orders as soon as possible.

Additional material options are listed on the last page of all formal proposals for larger projects.

Exhibit G

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, ALL OF WHICH ARE TO BE PRICED AS PART OF THE BUILDING SHELL.

DEFINITIONS:
Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES

The Lessor shall provide a key or a physical access control system (PACS) for the entrance to this building, and to doors identified by the Government as employee entrance doors. The Lessor shall consult and coordinate with the Federal Protective Service (FPS) on the installation, maintenance, and repair of PACS. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

1. PUBLIC RESTROOM ACCESS

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

a. At a minimum, the Lessor shall secure building common areas, such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Keyed locks, PACS, or similar security measures shall strictly control access to Critical Areas. Additional

controls for access to keys, PACS, and key codes shall be strictly maintained. The Lessor shall consult and coordinate with FPS on the installation, maintenance, and repair of PACS.

b. Roofs with HVAC systems and access to interior space from the roof shall be secured, with locks. Roof access shall be strictly controlled through keyed locks, PACS or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

3. VISITOR ACCESS CONTROL

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM

The Government reserves the right to implement a formal key control program.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF REGULATORY SIGNAGE

The Government may post or request the Lessor to post regulatory, statutory, and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals and packages/containers.

IV. SECURITY SYSTEMS

The Lessor, in consultation with FPS, shall secure any installed alarm and PACS, Video Surveillance System (VSS) components, controllers, and cabling in government- controlled Space against unauthorized access. Lessor shall conduct annual testing of any security systems and daily testing of any active screening equipment.

A. VIDEO SURVEILLANCE SYSTEM

If Video Surveillance System (VSS) is in use, the Lessor shall post signage at the entrance of the building.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.

B. INTRUSION DETECTION SYSTEM

If Intrusion Detection System (IDS) is in use, the Lessor shall install local annunciation, consisting of an interior alarm within the facility.

C. DURESS ALARM

Lessor shall implement duress procedures for emergency situations.

V. STRUCTURE

A. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it in a secure area, protected from unauthorized access, and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25-foot distance cannot be achieved, the Lessor shall protect utilities through a combination of standoff, hardening, and venting methods.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (FSC)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The Facility Security Committee (FSC) is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

B. ACCESS TO BUILDING INFORMATION

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants are not disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available to the Government in the event of an emergency.

VII. CYBERSECURITY

A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).

B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.

C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (https://ics-cert.us-cert.gov/Recommended-Practices).

2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (https://www.nist.gov/cyberframework) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015) for best practices to manage cyber risks.

3. Encourage vendors of BACS to secure these devices and software through the following:

   a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.

   b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.

   c. Disable unnecessary services to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.

   d. Close unnecessary open ports to secure against unprivileged access.

   e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project).

f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at https://www.beyondtrust.com/blog/what-is-least-privilege/

g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.

h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.

i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).

j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).

l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).

m. Disallow the use of commercially provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.

n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at https://www.cisecurity.org/cis-benchmarks/.

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.

B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

1. An adjustment of the delivery date;

2. An equitable adjustment in the rental rate; or
3. A lump sum equitable adjustment.

C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the

Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service

that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9. *INTENTIONALLY DELETED*

10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at http:// www.acquisition.gov.

11. The following clauses are incorporated by reference:

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over $30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over $35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over $750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020) (Applicable to Leases over $750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over $750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2021) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases $150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over $15,000 total contract value. Full text may be

found at http://www.acquisition.gov)

FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases $150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232–23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

Exhibit I

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.
NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions*. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations*. The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

Exhibit J

AMENDMENT OF SOLICITATION
(Negotiated Procurements)

PAGE	of	PAGES
1		1

NOTICE: Offerors must acknowledge receipt of this amendment in writing by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGEMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If by virtue of this amendment you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

I. AMENDMENT

1. SOLICITATION NUMBER	2. SOLICITATION DATE	3. AMENDMENT NUMBER	4. AMENDMENT DATE
57-37141-22-FA	7/2/2022	1	10/13/2022

5. ISSUED BY	6. DUE DATE	
	THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW	
Theresa Black Lease Contracting Officer, USDA-FPAC P: (919) 376-8839 theresa.black@usda.gov	A. DATE 11/4/2022	B. TIME 5:00 pm

7. FOR INFORMATION CALL *(No collect calls)*

A. NAME	B. TELEPHONE		C. EMAIL ADDRESS
	AREA CODE	PHONE NUMBER	
Parrish Cruz	919	376-8819	Parrish.cruz@usda.gov

8. DESCRIPTION OF AMENDMENT

The purpose of Amendment No. 1 to RLP 57-37141-22-FA is to modify section 1.02 of the RLP and Section A. Room Schedule of the Agency Specific Requirements with updated space requirements as follows:

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SLAT) (OCT 2020)

A. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO**.** If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences. Buildings with Property boundary(ies) on the boundary streets are deemed to be within the delineated Area of Consideration.

City, State	Burgaw, NC
Area Of Consideration	CITY LIMITS
Space Type(s)	OFFICE
Minimum Sq. Ft. (ABOA)	3346
Maximum Sq. Ft. (ABOA)	3513
maximum sq. ft. (RSF)	4015
Reserved Parking Spaces (Total)	16
Reserved Parking Spaces (gated)	1
non-Reserved Parking Spaces (TOTAL)	15
Initial Full Term	15
Initial Firm Term	10
Termination Rights	120 DAYS

Except as provided herein, all terms and conditions in the solicitation remain unchanged and in full effect

II. ACKNOWLDEGEMENT OF AMENDMENT

In lieu of other written methods of acknowledgement, the offeror may complete Block 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR	10A. OFFEROR *(Signature of person authorized to sign)*
	10B. NAME OF SIGNER
	10C. TITLE OF SIGNATURE
	10D. DATE

Exhibit J

SPACE TYPE	FSA	NRCS	RD	CEC	FBC	OTHER	SQUARE FOOTAGE NEEDED
5 PRIVATE OFFICES (120 sf each +/-)	360	240	0	0	0	0	600
OPEN OFFICE AND CIRCULATION AREA (4 work stations/4 touch-down stations)	120	120	0	0	0	0	240
CONFERENCE ROOM	200	100	0	0	0	0	300
BREAK ROOM	100	50	0	0	0	0	150
RECEPTION AREA	100	50	0	0	0	0	150
MAIL/COPY AREA	100	50	0	0	0	0	150
ADP ROOM	67	33	0	0	0	0	100
CONSULTATION/HUDDLE ROOM	100	50	0	0	0	0	150
MUD ROOM	0	150	0	0	0	0	150
LABORATORY	0	0	0	0	0	0	0
STORAGE ROOM	150	0	0	0	0	0	150
MINIMUM ABOA (Space Used by USDA Only):							**3346**
MAXIMUM ABOA (Space Used by USDA Only):							**3513**
MAXIMUM RSF (Rentable Square Footage includes common areas such as bathrooms, utility rooms, vestibules, and other space shared with non-USDA tenants):							**4015**

----------END OF RLP CHANGES----------

Except as provided herein, all terms and conditions in the solicitation remain unchanged and in full effect

II. ACKNOWLDEGEMENT OF AMENDMENT

In lieu of other written methods of acknowledgement, the offeror may complete Block 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR

10A. OFFEROR *(Signature of person authorized to sign)*

10B. NAME OF SIGNER

10C. TITLE OF SIGNATURE

10D. DATE

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	April 17, 2023
SUBJECT:	Approval of Purchase Order to Replace Truck #4013 for PCU

SUMMARY:
PCU is requesting the approval of a purchase order to spend up to $50,300 to replace vehicle # 4013, which is a 2013 with 190,000+ miles. This truck was approved for replacement by the garage for current FY23 budget year. The Utility department has been working with the Asset Manager (Andy Devane) and has had no luck with finding a vehicle on state pricing. Vehicles at this time cannot be ordered and we are forced to source a vehicle on the ground where we can find one. All efforts will be made to source a vehicle locally but that has been problematic due to vehicle shortages.

The purchase order approval is for an unspecified vendor to be determined based on vehicle availability, and best price for replacement up to $50,300. The amount requested is available for this purpose in account # 072-407403

ACTION REQUESTED:
Approval of purchase order for a replacement vehicle for up to $50,300 to a currently unspecified vendor

ATTACHMENTS:
Examples of trucks available at the time of this request submittal

All results

$53,010 | $54,565 | $59,500 | $45,898 | $45,935

2023 Ford F-150 XL SuperCab 4WD - $45,898

Rock Hill, SC · 174 mi away

We are online Chat

Get a Quote (803) 866-5088

Hello, my name is First name Last name and I'd like to know your best p... 2023 Ford F-150. I'm in the 28425 area. You can reach me by email at Email Address or by phone at 123-456-7890 (optional)

Thank you!

+ Add comments

☑ Email me new listings for my search

Send message

By submitting my contact information on CarGurus, I agree to receive communications from CarGurus, from the vehicle's seller, and from the seller's agent(s). If I include my phone number, I agree to receive calls and text messages (including via automation). I can opt out at any time. I also agree to the Terms of Use and Privacy Policy, which explain how my data is used to better understand my vehicle shopping interests. This consent is not required as a condition of purchase. Standard message and data rates may apply.

Features

- **Mileage** 15
- **Drivetrain** Four-Wheel Drive
- **Exterior color** Oxford White
- **Interior color** Black
- **MPG** 19 MPG
- **Engine** 400 hp 5L V8 Flex Fuel Vehicle
- **Fuel type** Flex Fuel Vehicle
- **Transmission** Automatic

Advertisements
Pre-qualify for financing with no impact to your credit score.
Capital One
Westlake Financial

Finance in Advance

2023 Ford F-150
Mileage: 15 · Rock Hill, SC (174 mi away)

$45,898

View financing options

Overview

Make:	Ford	Interior color:	Black
Model:	F-150	Mileage:	15 mi
Year:	2023	Condition:	New
Trim:	XL SuperCab 4WD	VIN:	1FTFX1E54PFA93970
Body type:	Pickup Truck	Stock number:	923244
Exterior color:	Oxford White		

Fuel economy

Performance

Safety

Measurements

Options

Pricing

Great price
Below $41,364

Good price
$41,364 - $43,138

Fair price
$43,139 - $46,242

High price
Above $46,242

CarGurus price guidance for a similarly equipped 2023 Ford F-150 XL SuperCab 4WD. The MSRP of this vehicle is $45,898.

23 days at this dealership · 23 days on CarGurus · 1 save

Hot seller
A lot of people are interested in this car. Contact the dealer before it's sold.

Price decreased
Price went down by $1,342.

Show price history

2023 Ford F-150
Mileage: 15 · Rock Hill, SC (174 mi

$45,898

CarGurus

Buy | Sell | Finance | Research | Sign in / Register

Used Cars — Start Your Purchase Online

New Cars — Dealerships Near Me

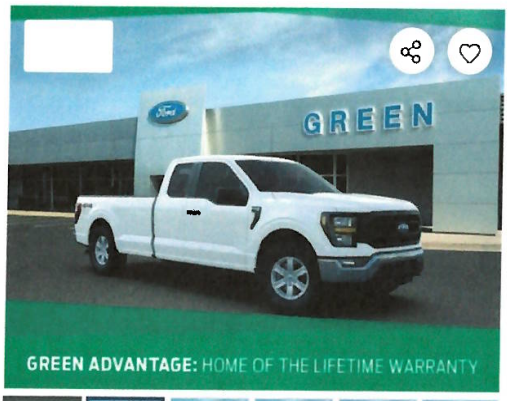
Certified Cars — Delivery

← All results

$48,165 | $48,170 | $48,435 | $48,515 | $49,104

2023 Ford F-150 XL SuperCab 4WD - $48,515

Greensboro, NC · 150 mi away



We are online — Chat

Get a Quote — (336) 568-0536

Hello, my name is First name Last name and I'd like to know your best p... 2023 Ford F-150. I'm in the 28425 area. You can reach me by email at Email Address or by phone at 123-456-7890 (optional)

Thank you!

+ Add comments

☑ Email me new listings for my search

Send message

By submitting my contact information on CarGurus, I agree to receive communications from CarGurus, from the vehicle's seller and from the seller's agent(s). If I include my phone number, I agree to receive calls and text messages (including via automation). I can opt out at any time. I also agree to the Terms of Use and Privacy Policy, which explain how my data is used to better understand my vehicle shopping interests. This consent is not required as a condition of purchase. Standard message and data rates may apply.

Features

- **Mileage** 10
- **Drivetrain** Four-Wheel Drive
- **Exterior color** Oxford White
- **Interior color** White (Medium Dark Slate)
- **MPG** 19 MPG
- **Engine** 400 hp 5L V8 Flex Fuel Vehicle
- **Fuel type** Flex Fuel Vehicle
- **Transmission** Automatic

Advertisements

Pre-qualify for financing with no impact to your credit score.

Capital One | Westlake Financial

Finance in Advance

2023 Ford F-150

Mileage: 10 · Greensboro, NC (150 mi away)

$48,515

View financing options

Overview

Make:	Ford	Interior color:	White (Medium Dark Slate)
Model:	F-150		
Year:	2023		
Trim:	XL SuperCab 4WD	Mileage:	10 mi
		Condition:	New
Body type:	Pickup Truck	VIN:	1FTFX1E53PKD08696
Exterior color:	Oxford White		
		Stock number:	T23800

Fuel economy

Performance

Safety

Measurements

Options

Pricing

Great price
Below $42,821

Good price
$42,821 - $44,658

Fair price
$44,659 - $47,872

High price
Above $47,872

CarGurus price guidance for a similarly equipped 2023 Ford F-150 XL SuperCab 4WD. The MSRP of this vehicle is $47,515.

27 days at this dealership · 27 days on CarGurus · 0 saves

Hot seller
A lot of people are interested in this car. Contact the dealer before it's sold.

Price decreased
Price went down by $2,500.

Show price history

2023 Ford F-150
Mileage: 10 · Greensboro, NC (150

$48,515

CarGurus

Buy Sell Finance Research Sign in / Register

Home / New Cars / Ford F-150 / North Carolina / Burgaw

All results

$47,645 | $47,810 | $48,165 | $48,170 | $48,435

2023 Ford F-150 XL SuperCab 4WD - $48,170

Winston Salem, NC · 167 mi away

Preparing for a close up...
Photos coming soon

× Hide listings without photos

Features

Mileage
15

Drivetrain
Four-Wheel Drive

Exterior color
Oxford White

Interior color
White (Medium Dark Slate)

MPG
19 MPG

Engine
400 hp 5L V8 Flex Fuel Vehicle

Fuel type
Flex Fuel Vehicle

Transmission
Automatic

We are online Chat

Get a Quote (336) 742-1516

Hello, my name is First name Last name and I'd like to know your best p... 2023 Ford F-150. I'm in the 28425 area. You can reach me by email at Email Address or by phone at 123-456-7890 (optional)

Thank you!

+ Add comments

☑ Email me new listings for my search

Send message

By submitting my contact information on CarGurus, I agree to receive communications from CarGurus, from the vehicle's seller, and from the seller's agent(s). If I include my phone number, I agree to receive calls and text messages (including via automation). I can opt out at any time. I also agree to the Terms of Use and Privacy Policy which explain how my data is used to better understand my vehicle shopping interests. This consent is not required as a condition of purchase. Standard message and data rates may apply.

Advertisements
Pre-qualify for financing with no impact to your credit score.
Capital One
Westlake Financial

Finance in Advance

No Impact on Your Credit Score | Only Takes Minutes | Personalized Real Rates

2023 Ford F-150
Mileage: 15 · Winston Salem, NC (167 mi away)

$48,170

Overview

Make:	Ford	Interior color:	White (Medium Dark Slate)
Model:	F-150		
Year:	2023		
Trim:	XL SuperCab 4WD	Mileage:	15 mi
		Condition:	New
Body type:	Pickup Truck	VIN:	1FTFX1E52PKD73233
Exterior color:	Oxford White		
		Stock number:	T25238

Fuel economy

Performance

Safety

Measurements

Options

Pricing

Great price
Below $43,411

Good price
$43,411 - $45,273

Fair price
$45,274 - $48,532

High price
Above $48,532

CarGurus price guidance for a similarly equipped 2023 Ford F-150 XL SuperCab 4WD. The MSRP of this vehicle is $48,170.

12 days at this dealership · 12 days on CarGurus · 0 saves

Hot seller
A lot of people are interested in this car. Contact the dealer before it's sold.

No price changes

History

Clean title

2023 Ford F-150
Mileage: 15 · Winston Salem, NC

$48,170

CarGurus

Buy Sell Finance Research Sign in/Register

Home / New Cars / Ford F-150 / North Carolina / Burgaw

All results

$49,190 | $49,387 | $49,650 | $49,650 | $49,650

2023 Ford F-150 XL SuperCrew 4WD - $49,650

Charlotte, NC · 171 mi away

Preparing for a close up...
Photos coming soon

Hide listings without photos

Features

Drivetrain
Four-Wheel Drive

Exterior color
Oxford White

Interior color
Black (Blk W Med Dk Slate)

MPG
19 MPG

Engine
400 hp 5L V8 Flex Fuel Vehicle

Fuel type
Flex Fuel Vehicle

Transmission
Automatic

Backup camera

Overview

Get a Quote (937) 887-3935

Hello, my name is First name Last name and I'd like to know your best p... 2023 Ford F-150. I'm in the 28425 area. You can reach me by email at Email Address or by phone at 123-456-7890 (optional)

Thank you!

+ Add comments

Email me new listings for my search

Send message

By submitting my contact information on CarGurus, I agree to receive communications from CarGurus, from the vehicle's seller, and from the seller's agent(s). If I include my phone number, I agree to receive calls and text messages (including via automation). I can opt out at any time. I also agree to the Terms of Use and Privacy Policy which explain how my data is used to better understand my vehicle shopping interests. This consent is not required as a condition of purchase. Standard message and data rates may apply.

Advertisements

Pre-qualify for financing with no impact to your credit score.

2023 Ford F-150
Charlotte, NC (171 mi away)

$49,650

Make:	Ford	Exterior color:	Oxford White
Model:	F-150	Interior color:	Black (Blk W Med Dk Slate)
Year:	2023		
Trim:	XL SuperCrew 4WD	Condition:	New
		VIN:	1FTFW1E55P KE10567
Body type:	Pickup Truck		
		Stock number:	KE10567

Fuel economy

Performance

Safety

Measurements

Options

Pricing

Great price
Below $46,547

Good price
$46,547 - $48,544

Fair price
$48,545 - $52,038

High price
Above $52,038

CarGurus price guidance for a similarly equipped 2023 Ford F-150 XL SuperCrew 4WD. The MSRP of this vehicle is $51,650.

5 days at this dealership · 5 days on CarGurus · 0 saves

No price changes

History

Clean title

0 accidents reported

Dealer

2023 Ford F-150
Charlotte, NC (171 mi away)

$49,650

CarGurus

Buy Sell Finance Research Sign in/Register

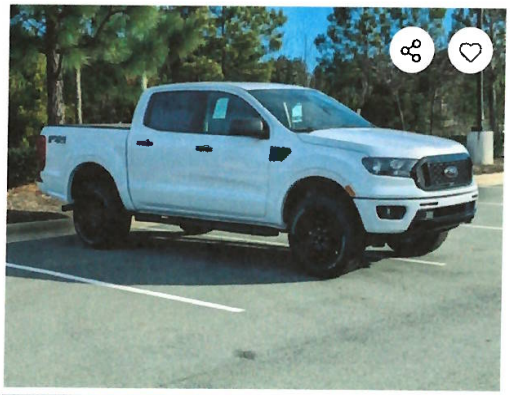
Home / New Cars / Ford Ranger / North Carolina / Burgaw

← All results

$41,732 | $41,882 | $42,200 | $43,572

2023 Ford Ranger XLT SuperCrew 4WD - $43,572

Kernersville, NC · 160 mi away



Next →

We are online Chat

Get a Quote (336) 310-0120

Hello, my name is First name Last name and I'd like to know your best p... 2023 Ford Ranger. I'm in the 28425 area. You can reach me by email at Email Address or by phone at 123-456-7890 (optional)

Thank you!

+ Add comments

☑ Email me new listings for my search

Send message

By submitting my contact information on CarGurus, I agree to receive communications from CarGurus, from the vehicle's seller and from the seller's agent(s). If I include my phone number, I agree to receive calls and text messages (including via automation). I can opt out at any time. I also agree to the Terms of Use and Privacy Policy, which explain how my data is used to better understand my vehicle shopping interests. This consent is not required as a condition of purchase. Standard message and data rates may apply.

Features

- **Mileage** 0
- **Drivetrain** Four-Wheel Drive
- **Exterior color** White
- **Interior color** Black
- **MPG** 21 MPG
- **Engine** 2.3L I4
- **Fuel type** Gasoline
- **Transmission** Automatic

Advertisements

Pre-qualify for financing with no impact to your credit score.

Capital One Westlake Financial

Finance in Advance

2023 Ford Ranger

Kernersville, NC (160 mi away)

$43,572

View financing options

Overview

Make:	Ford	Interior color:	Black
Model:	Ranger	Mileage:	0 mi
Year:	2023	Condition:	New
Trim:	XLT SuperCrew 4WD	VIN:	1FTER4FH0PLE05106
		Stock number:	T35006
Body type:	Pickup Truck		
Exterior color:	White		

Fuel economy

Performance

Safety

Measurements

Options

Pricing

Great price
Below $40,454

Good price
$40,454 - $41,730

Fair price
$41,731 - $43,962

High price
Above $43,962

CarGurus price guidance for a similarly equipped 2023 Ford Ranger XLT SuperCrew 4WD. The MSRP of this vehicle is $43,572.

66 days at this dealership · 81 days on CarGurus · 0 saves

Selling slowly
On the market longer than average. There may be flexibility on price.

Price increased
Price went up by $1,247.

2023 Ford Ranger
Kernersville, NC (160 mi away)

$43,572

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	April 17, 2023
SUBJECT:	Approval of Budget Ordinance Amendment, Associated Purchase Order, and Resolution of Tentative Award to Military and Federal Construction Company for the Wastewater Plant Berm project for $574,602, Subject to EDA Approval

SUMMARY:
Pender County Utilities received construction bids on March 28, 2023 for the WWTP Flood Control Berm project (officially the "Pender County Business Park Water & Sewer Improvements-Contract B Wastewater Plant Berm" project). We had 3 bidders on the project, and PCU and our consultant are recommending TENTATIVE award of the project to Military and Federal Construction Company, who was the lowest responsible bidder on the project. This project will construct a berm at the rear of the Pender Commerce Park Wastewater Treatment Plant to protect it from flood waters similar to what we experienced following Hurricane Florence.

Since this project is partially funded through a 75% grant from the Economic Development Administration (EDA), this award must be tentative, subject to EDA final approval. Their approval should be issued soon, after which we can sign contracts and start construction.

The low bid was more than we had originally budgeted for the project back in early 2021. Due to current economic conditions, the low bid being only 19% above the original estimate seems relatively positive. To fund the additional costs, we plan to utilize part of the EDA grant that was allotted to the companion project at the water plant ($53,746), as well as some funds from the water enterprise fund balance ($27,916). These budget transfers are noted in the Budget Ordinance Amendment attached for approval. These transfers will ensure that the project can be completed within our previously established Org 88 Capital Project budget.

ACTION REQUESTED:

Approve Budget Ordinance Amendment, Associated Purchase Order, and Resolution of Tentative Award to Military and Federal Construction Company for the Wastewater Plant Berm project, Subject to EDA Approval

ATTACHMENTS:
Recommendation of Award from McKim & Creed
Detailed Certified Bid Tabulation
Budget Ordinance Amendment
Resolution of Tentative Award

McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

March 29, 2023 00542-0081 (54)

Mr. Kenny Keel, PE, Director
Pender County Utilities
605 E. Fremont Street
Burgaw, NC 28425

RE: Pender Business Park Water and Sewer Improvements
Contract B – Wastewater Plant Berm
EDA Grant Number: 04-01-07673
Recommendation of Award

Dear Mr. Keel:

On March 28, 2023 formal bids were received for the Pender Business Park Water and Sewer Improvements – Contract B Wastewater Plant Berm project. Three (3) bids were received, which are summarized as follows:

Bidder	Total Bid Amount
Military and Federal Construction Company	$574,602.00
Carolina Civilworks, Inc.	$826,290.00
STEP Construction, Inc.	$2,467,571.00

McKim & Creed's opinion of construction cost for the project was $892,100.00. After review of the bids received, McKim & Creed recommends Pender County award this project to Military and Federal Construction Company in the amount of $574,602.00. Certified bid tabs are enclosed with this letter for your records.

If you have any questions or require further clarification, please do not hesitate to contact me.

McKIM & CREED, Inc.

Adam Paukovich, PE
Regional Manager

Attachments: Certified Bid Tabulations

243 North Front Street
Wilmington, NC 28401

910.343.1048
Fax 910.251.8282
www.mckimcreed.com

DETAILED BID TABULATION
FOR
Pender County Utilities
Pender County Business Park Water & Sewer Improvements - Contract B Wastewater Plant Berm

BASE BID ITEMS

				Military & Federal Construction Co		Carolina Civilworks Inc		Step Construction	
ITEM	DESCRIPTION	QUANTITY		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	**Mobilization (3% Maximum)**	1	LS	$ 5,926.00	$ 5,926.00	$ 24,670.00	$ 24,670.00	$ 71,871.00	$ 71,871.00
2	**Berm Construction**	1	LS	$ 125,392.00	$ 125,392.00	$ 232,455.00	$ 232,455.00	$ 1,500,000.00	$ 1,500,000.00
3	**Storm Drain**	1	LS	$ 53,259.00	$ 53,259.00	$ 66,055.00	$ 66,055.00	$ 60,000.00	$ 60,000.00
4	**24" C-900 DR-18 PVC Force Main Pipe**	270	LF	$ 340.00	$ 91,800.00	$ 788.00	$ 212,760.00	$ 430.00	$ 116,100.00
5	**24" Gate Valve**	1	EA	$ 35,016.00	$ 35,016.00	$ 36,455.00	$ 36,455.00	$ 36,000.00	$ 36,000.00
6	**DI MJ Fittings**	2,400	LBS	$ 7.00	$ 16,800.00	$ 25.00	$ 60,000.00	$ 25.00	$ 60,000.00
7	**Connections to Existing Facilities**	2	EA	$ 24,263.00	$ 48,526.00	$ 5,940.00	$ 11,880.00	$ 15,000.00	$ 30,000.00
8	**Erosion and Sediment Control**								
a	Temporary Silt Fence	2,200	LF	$ 6.00	$ 13,200.00	$ 4.30	$ 9,460.00	$ 7.00	$ 15,400.00
b	Seeding, Clean-Up and Restoration	300	LF	$ 28.00	$ 8,400.00	$ 95.75	$ 28,725.00	$ 80.00	$ 24,000.00
c	Erosion Control Matting for Temporary Slope Stabilization	3,500	LF	$ 2.00	$ 7,000.00	$ 1.55	$ 5,425.00	$ 60.00	$ 210,000.00
d	Tree Protection Fence	850	LF	$ 4.00	$ 3,400.00	$ 3.00	$ 2,550.00	$ 11.00	$ 9,350.00
e	Temporary Construction Entrance	1	EA	$ 9,220.00	$ 9,220.00	$ 6,815.00	$ 6,815.00	$ 4,000.00	$ 4,000.00
f	Concrete Washout Pit	1	EA	$ 1,567.00	$ 1,567.00	$ 1,810.00	$ 1,810.00	$ 6,000.00	$ 6,000.00
9	**Chainlink Fence**	850	LF	$ 36.00	$ 30,600.00	$ 80.00	$ 68,000.00	$ 115.00	$ 97,750.00
10	**Flowable Fill**	36	CY	$ 536.00	$ 19,296.00	$ 375.00	$ 13,500.00	$ 475.00	$ 17,100.00
11	**Berm Landscaping**	1	LS	$ 94,230.00	$ 94,230.00	$ 36,790.00	$ 36,790.00	$ 200,000.00	$ 200,000.00
12	**Construction Surveying/Staking**	1	LS	$ 10,970.00	$ 10,970.00	$ 8,940.00	$ 8,940.00	$ 10,000.00	$ 10,000.00
TOTAL BID AMOUNT (Items 1-12)					**$ 574,602.00**		**$ 826,290.00**		**$ 2,467,571.00**

Certified as Correct

Adam Paukovich, PE
Regional Manager
McKim & Creed, Inc.

3/29/2023
Date

NORTH CAROLINA PROFESSIONAL SEAL 037309 ENGINEER ADAM J. PAUKOVICH

Monday, April 3, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

Division, Program, Project, etc. PCP WWTP Flood Control Berm Project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	88-348201	EDA Grant	53746
2	072-399000	Water Unappropriated Fund Balance	27916
3	88-399072	Transfer from Fund 72	27916
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	88-407400	Capital Outlay	57102
2	88-409600	Contingency	24560
3	072-409088	Transfer to Fund 88	27916
4			
5			
6			
7			
8			
9			
10			

Total Revenues 109578

Total Expenditures 109578

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

RESOLUTION OF TENTATIVE AWARD BY THE PENDER COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners of Pender County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Pender County Business Park Water & Sewer Improvements-Contract B Wastewater Plant Berm project, and

WHEREAS, McKim & Creed Consulting Engineers have reviewed the bids; and

WHEREAS, Military & Federal Construction Company was the lowest bidder for the Pender County Business Park Water & Sewer Improvements-Contract B Wastewater Plant Berm project, in the total bid amount of $574,602, and

WHEREAS, the Consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder.

NOW, THERE FORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest bidder in the Total Bid Amount of $574,602.

Name of Contractor	**Amount**
1. Military & Federal Construction Company	$574,602

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the Economic Development Administration due to their partial funding of the project.

The above **RESOLUTION** was adopted this the 17th day of April 2023 at Pender County Public Assembly Room, Burgaw, North Carolina.

_____
Jacqueline A. Newton
Chair, Pender County Board of Commissioners

Attest:

_____

_____
Interim Clerk

Pender County
Approval of Renewal for NCACC Risk Pool Insurance Coverage for Property & Liability and Worker's Compensation

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 17, 2023
SUBJECT:	Approval of Renewal for NCACC Risk Pool Insurance Coverage for Property & Liability and Worker's Compensation

SUMMARY:
The County has been with NCACC Risk Pool for Insurance coverage for quite some time, and as such we receive longevity and multi-pool discounts. This is an annually budgeted expense for insurance coverage. Property & Liability will be increasing for FY2023-2024, as local governments all over the Country are seeing, but there has been no change indicated for our Worker's Compensation premium. This item is for the renewal of our current policies with NCACC Risk Pool for both Property & Liability and Worker's Compensation. Currently the Risk Pool staff is processing our renewal application and should have final numbers, including relevant discounts, based on our current staffing and assets ahead of the April 17th meeting. These will be budgeted in Non-Departmental Org 660 as in the past.

ACTION REQUESTED:
Approval of Renewal for NCACC Risk Pool Insurance Coverage for Property & Liability and Worker's Compensation

North Carolina Association of County Commissioners

NORTH CAROLINA
ASSOCIATION OF COUNTY COMMISSIONERS
RISK MANAGEMENT POOLS
Covering the Counties that Cover our State

IMPORTANT NOTICE TO MEMBERS

2023-2024 Renewal Applications
Summary of Changes for 2023-2024

Attached are your renewal applications for Liability & Property and/or Workers Compensation along with your itemized schedules for property, inland marine, and automobile if applicable. Note that it is essential to return all documents in the same digital format as received to expedite processing. You may notice some formatting changes on the itemized schedules this year which we have put in place to help with reinsurance reporting and underwriting processing. Please feel free to add extra columns or tabs as needed for internal purposes but we do ask that you keep the main information/format as is if possible. As always, we suggest using color coding on schedules: red for deletions, yellow for changes, and green for additions.

Some of the main changes in the application for 2023-2024 coverage are as follows:

1. Cyber Liability Coverage – For this renewal period, members will be asked to answer 12 questions related to their unit's IT policies & procedures.
2. Drones previously reported on GL tab will now be reported on a separate tab for liability purposes. Drones will also need to be listed on IM schedule for physical damage coverage.
3. Out of State Workers – Workers' Compensation Coverage [Include information on fulltime employees whose primary work location is outside NC on the Other State Page "Tab"]

Drones:

Drones have previously been reported on the General Liability (GL) tab. For fiscal year 2023-2024 renewal, there is a new tab in the L&P application which should be used to report drones. This new schedule contains all the information needed to report to our reinsurers for liability purposes. Drones also need to be listed on your IM schedule for physical damage coverage for which we have input a new tab in the same format as the application.

Out of State Workers:

One of the trends coming out of the pandemic response has been the increase of telecommuting. Because workers' compensation programs are different from state to state, it is necessary to collect data on Full-Time employees whose primary work site is located out of state for your unit of government. You will find a new tab to report the employment information for these FT employees.

NOTE: Members planning on taking alternate bids from insurance carriers must notify us before May 1st to comply with your interlocal agreement. Failure to do so will result in a substantial financial penalty as described and agreed in that document.

www.ncacc.org/rmp | rmp@ncacc.org | 323 West Jones Street, Suite 500, Raleigh, NC 27603 | (919) 715-2893

Currently, we plan to begin releasing renewal proposals around the week of April 3rd on a "first-in, first-out" basis.

As always, if you have any questions related to the renewal application, please do not hesitate to contact me or your NCACC Risk Management Underwriter for clarification or assistance. We appreciate your membership in the Risk Pools and strive to provide comprehensive and affordable coverage to meet your unit of government's needs.

Sincerely,

Michael Felts
NCACC Risk Management Program Specialist

www.ncacc.org/rmp | rmp@ncacc.org | 323 West Jones Street, Suite 500, Raleigh, NC 27603 | (919) 715-2893

NORTH CAROLINA

ASSOCIATION OF COUNTY COMMISSIONERS

NCACC Risk Management

Covering the Counties that cover our state

NCACC LIABILITY AND PROPERTY POOL

Liability and Property Coverage
Reference Guide

NCACC Risk Management

323 W. Jones Street, Suite 500 ♦ Raleigh NC 27603

Ph. (919) 719-1100 ♦ Fax (919) 719-1101 ♦ rmp@ncacc.org

INSTRUCTIONS FOR COMPLETION OF SEPARATE RENEWAL APPLICATION

L&P Application is now in an Excel Workbook. All addendums & excess information are also included in the workbook (with instructions).

1. Complete all portions of the Liability and Property Application (in Excel) that apply – **Excel format is imperative.**

2. ***Review***, update, and return the Excel Spreadsheets for your Property Schedule, Inland Marine (Equipment) Schedule, and Vehicle Schedule.

   Indicate changes by highlighting the items or sections of the spreadsheet using the "Traffic Light" method.

RED: Indicates that an item or coverage is to be deleted.

YELLOW: Indicates coverage is still desired but a change has been made to the item.

GREEN: Indicates a new item or coverage.

3. If a Member desires physical damage coverage on any **owned** dams, piers, wharves, docks or bridges, please complete the green tab titled ***"(Prop.) Piers, Docks, etc".***

4. **EXCESS LIABILITY LIMITS**:
   If a Member desires Liability Limits **greater than $2,000,000**, complete the applicable sections of the Yellow Tab titled "**Excess Liability**"; then the first Purple Tab titled ***"(Excess Liability) Exposures"*** in the excel version of the L&P Renewal Application. In addition, if the Member also has a **dam,** then complete the second purple tab titled ***"(Excess Liability) Dams"*** in the excel version of the L&P Renewal Application. Additional contribution will be required.

5. **EXCESS PRIVACY OR SECURITY LIABILITY COVERAGE**:
   If a Member desires **Excess Privacy or Security Coverage** greater than the $1,000,000 limit provided, complete the blue tab titled ***"Privacy or Security"*** in the excel version of the L&P Renewal Application.
   Additional contribution will be required.

6. **EMAIL** the completed application (kept in Excel format) and schedules (also kept in Excel format) to your Underwriter. - The ENTIRE completed application should be electronically filled, not printed.

SUMMARY OF REQUIRED DOCUMENTS:

L&P Renewal Application (return in Excel format – *no signature required*)
Excel Property & Property in the Open Schedule
Excel Inland Marine Schedule
Excel Auto Schedule

SECTION I: PROPERTY

Flood coverage for those properties located within a 100 year Flood Zone should be placed with the National Flood Insurance Program. The Pool provides coverage excess of that placed in the National Flood Insurance Program.

For all other properties, Flood coverage is provided by the Pool subject to applicable deductibles and sublimits.

The following types of property should be included on your property schedule:

1. Your buildings and the contents within.
   Please note the following: Building values should include supporting equipment such as HVAC, water heaters, plumbing, etc. Contents values should include items such as furniture, phone systems, printers/copiers, stationary computer eqpt (servers, desktop monitors, etc.), and basically any items that would primarily stay inside building. Items that are routinely taken out and used outside/elsewhere such as tractors, lawn mowers, etc. should be listed on your inland marine/equipment schedule.
2. Your contents in buildings you lease from others.
3. Buildings you lease from others when you are responsible for providing building coverage.
4. Your property or structures in the open such as lighting, fences, park equipment and bleachers, etc.
5. Your historical properties and/or districts.
6. Communication Towers. Larger radio towers/antennas that stand on their own should be listed on your building schedule if owned by county along with all attached owned eqpt. If a tower/antenna is attached to top of bldg., then it should be included with value of bldg. If county does not own tower and only owns the attached equipment, then the eqpt can be listed on IM schedule.

SECTION II: INLAND MARINE/EQUIPMENT

The following types of property should be included on your Inland Marine schedule:

Mobile Equipment: "Mobile Equipment" means self-propelled or equipment that can be moved on its own wheels/tracks/skids. If the vehicle or piece of equipment is subject to financial responsibility laws (requires a tag for highway use), it is considered automobile and should be listed with that schedule.

Unlicensed Trailers: Any trailer licensed for road use must be covered under the Automobile portion of the policy. Any other trailers (unlicensed for road use) should be included in your Inland Marine schedule.

Boats: The coverage provided by the Pool is intended to cover scheduled boats owned by you that are **less than 26 feet** in length.

If you own a boat that is over 26' in length, you must request an endorsement modifying your coverage to include the boat. It is excluded from coverage unless specifically referred for an exception.

K-9s and horses you own. (Please include chip number.)

Fine Arts: Fine Arts includes private or public collections of pictures, tapestries, valuable rugs, statuary, antique furniture, rare porcelains, books and other valuable items. ***Fine Arts does not include* jewelry, furs, gold, silver, precious and semi-precious stones**. The appraisal value should be reported. In the absence of the appraised value, the fair market value should be reported. You must schedule all items over **$100,000** in value and you should have an appraisal on file. Please show the location of your Fine Arts.

Portable Radios

Portable Computer Equipment: Includes computer equipment that would be moved around or used in the field such as laptops.

Miscellaneous IM: Includes equipment NOT normally attached to police, rescue and EMT vehicles (SCBA, bulletproof vests, etc.), as well as jet skis, signs, tools, etc. (It is designed to catch any items that are not already included as scheduled mobile equipment.)
Miscellaneous equipment should be reported by category, where applicable. For example, 20 portable radios @ $500 each = Total Value of $10,000. **Items that have an individual value greater than $25,000 should be listed separately. Please add these to your Inland Marine schedule.**

Drones: Unmanned Aircraft Systems should be listed on your equipment schedule for physical damage coverage. They also must be reported on the L&P application on separate tab for liability purposes.

SECTION III: GENERAL LIABILITY

Please complete every item of the **EXPOSURE CHECKLIST** to show whether an exposure exists, if the exposure is operated by the member and is intended to be included in coverage, or if the exposure is operated by someone other than the member and is not intended to be included in coverage. The Pool does not intend to provide coverage where no exposure exists, or where the exposure is operated and insured by others.

This application is not to be used to extend coverage to separate non-profit corporations.

SECTION IV: AUTOMOBILE

Your schedule of vehicles should include all owned and long-term leased vehicles that are licensed for road use..

EMERGENCY VEHICLE REPLACEMENT COST PHYSICAL DAMAGE COVERAGE *(Applies to model years 4 years old or newer only)***:**
In order to be reimbursed for the Replacement Cost of an Ambulance, Fire Truck or Specialized Vehicle, a replacement cost for that vehicle must be reported. **If you do not report a replacement cost for the vehicle or the vehicle is older than model 4 years old, your coverage will default to Actual Cash Value in the event of a loss.**

SECTION V: CRIME

Coverage is not provided for any employee who is required to carry a statutory bond.

Please select one of the two per loss occurrence limits in the application.

SECTION VI: PUBLIC OFFICIALS

Public Officials contribution is based on population for counties and payroll for entities.

Please complete the Summary of Boards, Commissions and Authorities to show whether or not a board, commission or authority exists, and whether coverage is intended to be provided by the Pool or if coverage is provided elsewhere.

If you do not complete the checklist portion of the application to show that you intend to cover a specific board, then should a claim occur, we will assume that coverage is placed elsewhere and coverage may not apply.

The Addendum section must be completed annually for coverage to apply.

Coverage is available for entities and non-profit corporations under the member's coverage with certain conditions. These entities and non-profit corporations must be separately underwritten before coverage can apply.

If coverage is to be included, please schedule all entities and non-profit corporations which you would like included. Please indicate legal status, and include the most recent budget, Articles of Incorporation and Bylaws. For coverage to apply to an entity or for non-profit scheduled, **you must receive written confirmation of coverage.** *Please understand that by adding additional entities to your coverage, you are diluting the overall limit of liability should both of you be involved in the same claim.*

SECTION VII: LAW ENFORCEMENT

THIS SECTION MUST BE COMPLETED ANNUALLY.

Please complete the Summary of Exposures list. Although Animal Control Officers or Humane Officers may not be under the jurisdiction of the Sheriff's Department, we ask that you complete the information to indicate number and the Department where they are employed. Each Full Time Employee should be counted as one Full Time Equivalent. For part- time persons, the total number of annual hours should be divided by 2,000 to determine the number of Full Time Equivalents.

Please return the ***completed application*** to your underwriter via email **in Excel format (NO PDF)** along with your property, inland marine, and auto schedules.

NORTH CAROLINA

ASSOCIATION OF COUNTY COMMISSIONERS

NCACC Risk Management

Covering the Counties that cover our state

NCACC WORKERS' COMPENSATION POOL

Workers' Compensation

Renewal Application Reference Guide

NCACC Risk Management

323 W. Jones Street, Suite 500 ♦ Raleigh NC 27603

Ph. (919) 719-1100 ♦ Fax (919) 719-1101 ♦ rmp@ncacc.org

REFERENCE MATERIAL

COUNTY DEPARTMENTS AND NORMAL WORKERS' COMPENSATION CODES

The following table may be used as a reference for classifying employees' payroll. Jobs with multiple codes and an asterisk (*) indicate that one of the classes shown will apply depending on the duties in the particular case.

The following is presented as comprehensively as possible but is not intended to show all departments, jobs or classifications possible for workers' compensation. Job classifications common to governmental subdivisions are shown and the operations of any given county or entity may be different from the norm. The classifications shown above may or may not be applicable depending on the job duties and other classifications may apply. This listing has been revised and updated based upon the audits performed this past year.

Please review your audit for the prior year to see how the payrolls were revised by the Association's contract auditors. Their determination was based upon generally understood audit procedures, job skill classification and payroll groupings.

Department	Jobs	Codes
Administration	County Manager	8810
	Assistance County Manager	8810
	Secretary/Administrative Assistant	8810
County Attorney	Attorney	8820
	Paralegal/Secretary/Administrative Assistant	8820
Data Processing & Information Technology	All personnel	8810
Elections	All personnel	8810
Finance	All personnel	8810
GIS/Mapping/Surveying	Any outside duties	9410
	Inside only	8810
Human Resources (HR)	All personnel	8810
Planning/Zoning	Planners	9410
	Zoning inspectors	9410
	Permit technicians	8810
	Administrative Assistant	8810
Register of Deeds	All personnel	8810
Risk Manager/Management	All personnel	8810
Tax Assessor	Office only personnel	8810
	Appraisers or others with outside duties	9410
Tax Collector	Usually all, unless some with outside duties	8810
Emergency Management	Emergency Management Director	9410
	Fire Marshall	7704
	Fire Inspector (inspecting fire sites)	7704
EMS/EMT/Rescue Squad	Ambulance & E.M.T./E.M.S. only	7705
	Administrative Assistant (office only)	8810
Firefighters – Not Volunteers	All personnel	7710
Sheriff & Law Enforcement Operations	All Sworn Law Officers (even if administrative officer)	7720
	Sheriff's Administrative Assistant/Records Clerk	8810
Jail	Detention personnel	7720
	Jail Administrative Assistant (must be physically separated from any area where inmates are located, processed, etc.)	8810
Health Department	Health Clinics – all clinic employees including clerical	8832
	Physicians	8832
	Visiting Nurses – provide services in homes or other non-clinical locations	8835
	Sanitarians/Environmental Health	9410
	Social Workers	9410
	Workers who provide assistance such as assisting with personal needs, housekeeping, etc. (various titles, used to be chore workers)	8835
	Drivers – transporting clients to appointments, etc.	7370
Hospital/Professional	Hospital Professional Employees	8833
Day Care Operations	All personnel	8869

Department	Jobs	Codes
Department of Social Services (DSS)	Income Maintenance Caseworkers – inside only	8810
	Office support clerical staff such as accounting	8810
	Social Workers	9410
	Workers who provide assistance such as assisting with personal needs, housekeeping, etc. (various titles, used to be chore workers)	8835
	Drivers – transporting clients to appointments, etc.	7370
Aviation/Airport	Aircraft Operations	7425
Aircraft Operations	AVIATION - ALL OTHER EMPLOYEES & DRIVERS - GROUND CREW ONLY)	7403
Aircraft/Helicopter Crew	AVIATION (FLIGHT CREW, AIRCRAFT/HELICOPTER OPEATIONS INCLUDING PATROL & AERIAL PHOTOGRAPHY)	7425
Animal Control	Animal Control Officers **(If sworn with powers to arrest and/or firearm, put in 7720),** Dog Catcher, Veterinarian	8831
Clubs Social	Clubs – Social	9061
Cooperative Extension	Coop Extension Chairman & Agents	Excluded
	Secretaries	8810
	Special Grants – temporary programs	Various
Housing Authorities	Housing Authorities	9033
Inspections	Inspectors and Supervisors	9410
	Administrative Assistant	8810
Library or Museum	Bookmobile Operators	7370
	Museum/Art Gallery Staff	9101
	Library or Museum clerical	8810
Parks & Recreation	Administrative Assistant (office only)	8810
	All others & Drivers	9102
Radio or Broadcasting	Radio or Broadcasting Station	7610
Salespersons (outside)	All personnel	8742
School Related (Pre-school/After School/School Programs)	Teachers/Teachers Assistants/Day Care Staff	8869
	Schools/Professional	8868
	Cooks/Janitorial/Drivers	9059
Senior or Recreation Center	Senior Center, Rec. Center, YMCA/YWCA	9063
Soil & Water Conservation	Soil & Water Agent/Technician	9410
	Administrative Assistance	8810
Stores (A.B.C.)	All employees	8017
Tourism	Tourism Director	9410
Veterans Services	Veterans Services Officer	8810
Transportation	Drivers/Drivers – NOC (No set routes; on-demand/by appt)	7370
	Bus Company – All Employees (regularly scheduled routes)	7382
	Administrative Assistant & Dispatcher (if any substitute driving, put in driver code)	8810
Water & Sewer	Water Plant	7520
	Sewer Plant	7580
	Water Line Extension/Maintenance	7520
	Sewer Line Extension/Maintenance or Water & Sewer Line Extension/Maintenance	7580
Water Main Construction	All personnel	7380
Solid Waste	Grading of Landfill – Equipment Operators ONLY	6217
	Garbage Works	7590
	Landfill – Scale Operators (office only)	8810
	Landfill – Others	9403
	Transfer Station	9403
	Drivers	9403
	Convenience Site Attendants	9403
Recycling	Drivers/Sorters, etc.	9403
Public Buildings, Buildings – NOC	Janitorial/Maintenance (Janitors/Maintenance for one department only is assigned to the governing code for that department. 8810 cannot be a governing code)	9015
Central Garage	Auto Service/Mechanics/Parts/Supervisors	8380
	Administrative Assistant	8810
Carpentry	Carpentry in Detached Buildings	5645
Sign Installation, Repair	Sign Erection, Installation, Maintenance & Repair	9554
Volunteers	**(See Volunteers Application Page for details, page 10)**	**9999**

PAYROLL CALCULATION

The attached summary provides some basic parameters for calculating payroll. It is summary information only. At audit, your actual payroll will be determined by using all of the rules and regulations of the National Council on Compensation Insurance as they apply to North Carolina.

Payroll includes the following:

1. Wages or salaries (including retroactive wages or salaries)
2. Commissions.
3. Bonuses.
4. Overtime.
5. Pay for holidays, vacations, or sick days.
6. Payment by an employer of amounts to meet statutory obligations for insurance or pension plans such as the Federal Social Security Act or Medicare.
7. Payment to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans.
8. Payment or allowances for hand tools or hand-held power tools used by employees in their work or operations for the member.
9. The rental value of an apartment or house provided to an employee.
10. The value of lodging, other than an apartment or house received by an employee as part of their pay to the extent shown in the insured's records.
11. The value of meals received by employees as part of their pay to the extent shown in the insured's records.
12. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay.
13. Payments for salary reduction, employee savings plans, retirement or cafeteria plans (IRC 125) that are made through employee-authorized salary reduction from the employee's gross pay.
14. Davis-Bacon wages or wages from a similar prevailing wage law.
15. Annuity plans.
16. Expense reimbursements to employees to the extent that an employer's records do not confirm that the expense was incurred as a valid business expense.

Payroll excludes the following:

1. Tips or other gratuities received by employees.
2. Payments by an employer to group insurance or group pension plans for employees, other than those covered by 6 or 13 above.
3. Payments by an employer into third-party trusts for the Davis-Bacon Act or a similar prevailing wage law provided the pension trust is qualified under IRC Sections 401(a) and 501(a).
4. Dismissal or severance payments except for time worked or vacation accrued.
5. Payments for active military duty.
6. Employee discounts on goods purchased from the employee's employer
7. Expense reimbursements to employees to the extent that an employer's records confirm that the expense was incurred as a valid business expense.
8. Supper money for late work.
9. Work uniform allowances
10. Sick pay paid to an employee by a third party such as an insured's group insurance carrier that is paying disability income benefits to a disabled employee.
11. Employer provided perks such as:
    a. Use of company-provided automobiles
    b. Airplane flights
    c. Discounts on property or services
    d. Club memberships
    e. Tickets to entertainment events
12. Employer contributions to employee benefits plans such as:
    a) Employee savings plans
    b) Retirement plans
    c) Cafeteria plans (IRC 125)

Pender County
Appointment to Cape Fear RPO RTAC Board

TO:	BOCC
FROM:	April Radford
DATE:	April 17, 2023
SUBJECT:	Board liaison appointment

SUMMARY:
There is a vacancy on the Cape Fear RPO TRAC Board that was held by Commissioner Brown. In January, the Board appointed Commissioner Groves to this Board, but there were two positions on the Board held by Pender County.

ACTION REQUESTED:
Appoint Commissioner McCoy to serve on the Cape Fear RPO RTAC Board.

Pender County
Request for Board Action

TO:	Board of Rocky Point Topsail Water & Sewer District
FROM:	Kenneth Keel
DATE:	April 17, 2023
SUBJECT:	Approval of Utility Easement to Piedmont Natural Gas for Service to Hampstead Tank Well

SUMMARY:
The new well being constructed at the existing Hampstead elevated water tank at 17619 US Highway 17 (adjacent to Topsail High School) will have an emergency generator fueled by natural gas. In order to serve the generator, Piedmont Natural Gas needs an easement to access the property with the natural gas service line. The property is owned by Rocky Point Topsail Water & Sewer District.

The proposed easement document is attached. This easement is critical to the tank & wells project, to ensure that the well at this location has a functional backup power supply.

ACTION REQUESTED:
Approve Utility Easement to Piedmont Natural Gas

ATTACHMENTS:
Draft easement for signature

GRANT OF EASEMENT
DISTRIBUTION

RETURN RECORDED DOCUMENT TO:
Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc.
4720 Piedmont Row Drive
Charlotte, NC 28210

STATE OF NORTH CAROLINA

COUNTY OF PENDER

PROJECT NO. OP-0141119

A Portion of TAX PID 3293-98-7023

Location Desc or Address 17619 US 17, Hampstead NC

THIS GRANT OF EASEMENT made this 17th day of April, 2023, from Rocky Point Topsail Water & Sewer District (hereinafter designated as "GRANTOR"), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as "GRANTEE").

WITNESSETH

That GRANTOR, for and in consideration of the sum of TEN Dollars ($10.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby expressly bargains, sells, and grants unto GRANTEE, its successors and assigns, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, altering, adding to, replacing, removing, and protecting pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in the HAMPSTEAD Township, PENDER County, North Carolina, as described in deed(s) recorded in Book 1996 _____, Office of the Register of Deeds for PENDER County, North Carolina ("Property").

The right of way herein granted is (5) feet wide, extending two and one half (2½) feet on each side of the centerline of the pipeline, the location of which has been mutually agreed upon between GRANTOR and GRANTEE. The pipeline as actually installed shall determine the centerline of said right of way.

GRANTEE shall have the free and full right of ingress and egress over and across the aforesaid Property and to keep said right of way cleared of trees, shrubs, buildings, structures, and other obstructions. GRANTOR shall not construct, nor permit to be constructed, any house, structure, or other obstruction on or over said right of way.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, representatives, successors, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

To have and to hold said right of way and easement unto GRANTEE, its successors and assigns, perpetually and continuously. GRANTOR expressly gives GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by a duly authorized officer of GRANTOR, as of the date first above written.

CORPORATION: Rocky Point Topsail Water & Sewer District

BY: _____ SIGN

Jacqueline Newton PRINT

TITLE: Chair

STANDARD ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Pender

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that Jacqueline Newton, personally appeared before me this day and acknowledged that he/she is ~~President~~ ~~Secretary~~ ~~Treasurer (Circle One)~~ ~~of~~ Chair of Rocky Point Topsail W&S District, a North Carolina corporation, and being authorized to do so, executed the foregoing GRANT OF EASEMENT on behalf of the corporation.

Witness my hand and seal this _____ day of April, 2023.

Notary Seal

My Commission Expires _____

_____ Sign

Notary Public

_____ Print

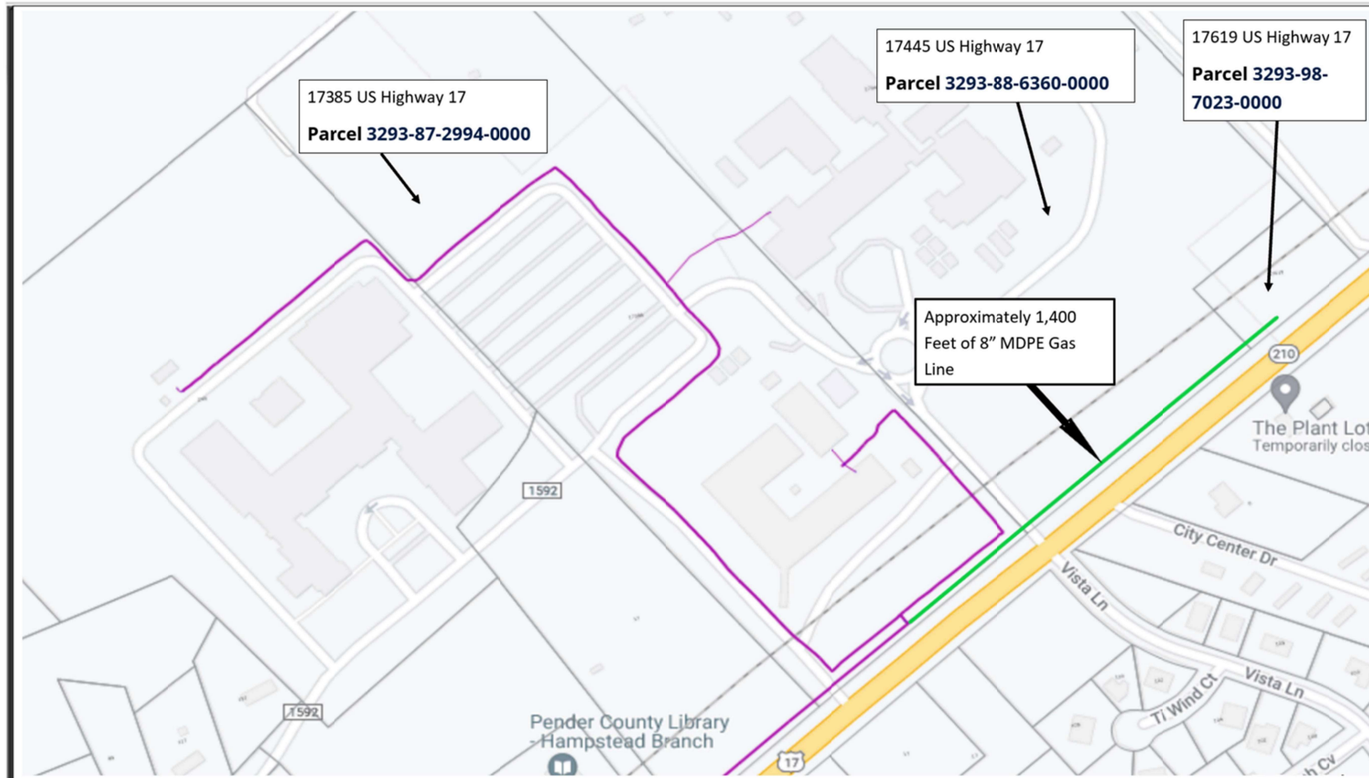


Exhibit A

GENERAL NOTES (NOT ALL MAY APPLY TO THIS PROJECT):

1. THIS PIPELINE ENCROACHMENT SHALL BE INSTALLED BY MEANS OF TWO (2) TIE-IN PITS & HDD BORE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ONE-CALL NOTIFICATION (1-800-632-4949). THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR CONTACTING AGENCIES NOT INCLUDED WITHIN THE ONE CALL NOTIFICATION.
3. THE CONTRACTOR SHALL NOTIFY THE NCDOT TWO DAYS PRIOR TO INSTALLATION.
4. PIPELINE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH NCDOT POLICY AND PROCEDURES FOR ACCOMMODATING UTILITIES IN HIGHWAY RIGHTS OF WAY.
5. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO NCDOT SPECIFICATIONS MANUAL, AND SHALL BE BUILT USING NCDOT APPROVED MATERIALS.
6. ALL EXCAVATIONS WITHIN 1:1 SLOPE SHALL BE ACTIVELY SHORED IN ACCORDANCE WITH SHORING EQUIPMENT MANUFACTURER'S INSTRUCTIONS.
7. IF EXCAVATIONS EXCEED 5 FEET IN DEPTH, 4 SIDED HYDRAULIC SHORING SHALL BE USED.
8. CONTRACTOR SHALL INSTALL AND MAINTAIN PROPER TRAFFIC CONTROL METHODS AND DEVICES IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL PROCEDURES.
9. NO EXCAVATIONS WITHIN THE CLEAR RECOVERY ZONE SHALL BE LEFT OPEN OVERNIGHT.
10. PIPE MATERIAL SHALL BE MDPE DRISCOPLEX 6500 SERIES PE2708 WITH AN SDR OF 11 FOR MAIN EXTENSION, AND 3/4" MDPE DRISCOPLEX 6500 SERIES PE2406 WITH AN SDR OF 11 FOR ALL SERVICE LINES (PER PERFORMANCE PIPE DIMENSION SHEET FOR DRISCOPLEX 6500).
11. PIPELINE NORMAL OPERATING PRESSURE SHALL BE 60 PSIG WITH A MAXIMUM OPERATING PRESSURE OF 75 PSIG.
12. PLEASE NOTE THAT UTILITIES DO NOT APPEAR TO BE PRESENT WITHIN THE ROADWAY, THEREFORE DISTURBANCE OF THE ASPHALT IS NOT ANTICIPATED. HOWEVER, IF DISTURBANCE IS REQUIRED, REMOVAL AND REPLACEMENT OF THE ASPHALT SHALL BE REPAIRED ACCORDING TO THE TYPICAL NCDOT PAVEMENT REPAIR DETAIL AND MILLING OF LANES WILL BE PERFORMED WITHIN 90 DAYS AFTER UTILITY INSTALLATION.

DUKE ENERGY.

Piedmont Natural Gas

WILMINGTON RESOURCE CENTER
1321 S 10TH ST
WILMINGTON, NC 28401
800-752-7504

NOTE:
THIS PLAT IS NOT A BOUNDARY SURVEY. LOCATIONS OF PROPERTY, RIGHT OF WAY AND UTILITY LINES SHOWN ARE APPROXIMATE. CONTRACTOR WILL BE RESPONSIBLE FOR FIELD VERIFICATION OF CRITICAL ITEMS SHOWN PRIOR TO CONSTRUCTION.

LEGEND:

- TIE-IN / BORE PIT
- PARCEL LINES
- STREET CENTERLINE
- EDGE OF PAVEMENT
- ROAD LANE MARKERS
- EXISTING GAS LINE — GAS — GAS
- PROPOSED GAS LINE — GAS — GAS

!7619 US HIGHWAY 17. MAIN EXTENSION
APPROXIMATELY 1.400 FEET OF 2" MDPE
HAMPSTEAD, PENDER COUNTY, NC 28443
P. GONKA
DATE: 05/04/2022
SCALE : NOT TO SCALE

Pender County
REZONE 2022-41: Zoning Map Amendment request for three tracts of land from RP, Residential Performance to RM, Residential Mixed within the Topsail Township

TO:	Board of County Commissioners
FROM:	Justin Brantley
DATE:	April 17, 2023
SUBJECT:	REZONE 2022-41: Zoning Map Amendment request for three tracts of land from RP, Residential Performance to RM, Residential Mixed within the Topsail Township

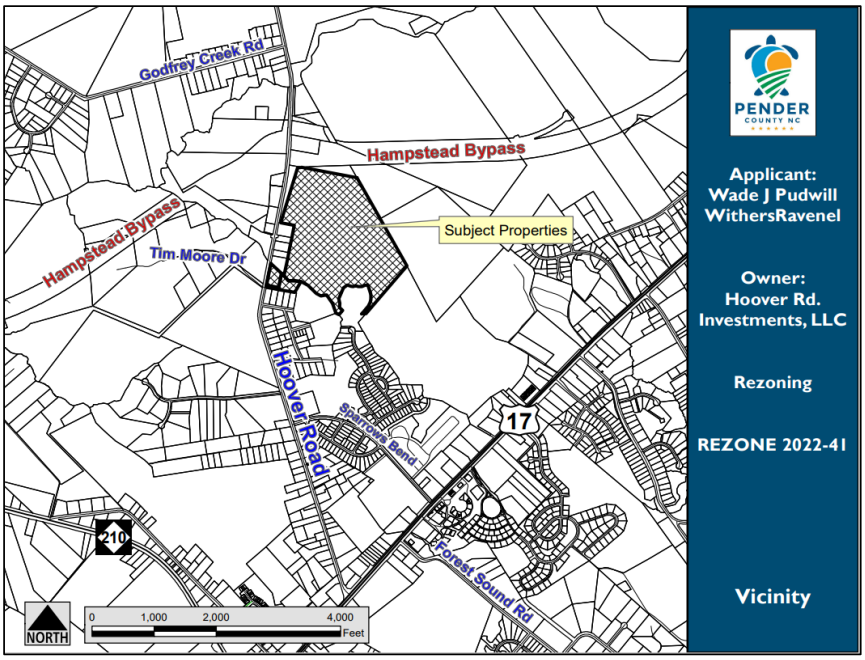
ACTION REQUESTED:
Wade J Pudwill with WithersRavenel, applicant, on behalf of Hoover Rd Investments, LLC, owner, is requesting the approval of a Zoning Map Amendment to rezone three tracts of land totaling approximately 72.1 acres from the RP, Residential Performance zoning district to the RM, Residential Mixed zoning district. The subject properties are located on the east side of Hoover Road, across from Tim Moore Drive, in the Topsail Township and may be further identified by Pender County PINs 3283-94-9377-0000, 3283-93-1673-0000, and 3283-83-9765-0000.

ATTACHMENTS:
1. Staff Report
2. Application
3. Applicant's Narrative
4. Zoning Map
5. Deed
6. Table of Permitted Uses
7. Hampstead Bypass Map
8. Board Action Form

STAFF REPORT FOR REZONE 2022-41
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2022-41
Hearing Dates	February 7, 2023 Planning Board (Continued) March 7, 2023 Planning Board April 17, 2023 Board of Commissioners
Applicant	Wade J Pudwill, WithersRavenel
Property Owner(s)	Hoover Rd. Investments, LLC
Parcel Identification Number(s)	3283-94-9377-0000; 3283-93-1673-0000; 3283-83-9765-0000
Acreage	+/- 72.1
Township	Topsail
Pender 2.0 Future Land Use Category	Regional Mixed-Use, Medium Density Residential

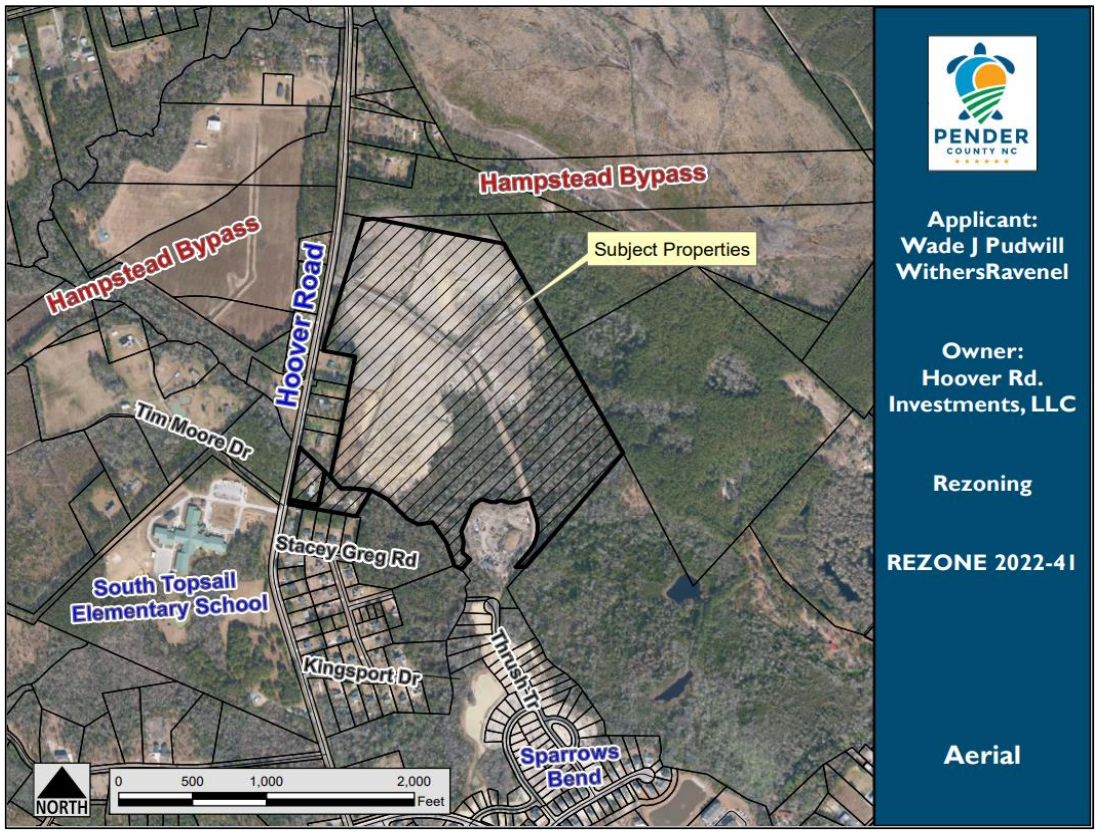
REZONING PROPOSAL
Wade J Pudwill with WithersRavenel, applicant, on behalf of Hoover Rd. Investments, LLC, owner, is requesting approval of a Zoning Map Amendment to rezone three tracts totaling approximately 72.1 acres of land from the RP, Residential Performance zoning district to the RM, Residential Mixed zoning district.
LOCATION
The subject properties are located on the east side of Hoover Road, across from Tim Moore Drive in the Topsail Township and may be further identified by Pender County PINs 3283-94-9377-0000, 3283-93-1673-0000, and 3283-83-9765-0000.



REZONING PROPOSAL

The applicant is proposing to rezone approximately 72.1 acres from the RP, Residential Performance zoning district to the RM, Residential Mixed zoning district. See attached Narrative. 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 RM, Residential Mixed zoning district. However, any future development of the site must comply with the standards of the RM, Residential Mixed zoning district and is subject to review and approval by the Technical Review Committee (TRC) and Planning Board to ensure compliance with all applicable local, State, and Federal regulations.

The Residential Mixed (RM) District is designed to allow for a variety of conventional built and multifamily housing types which can be accommodated dependent on necessary infrastructure including but not limited to community or regional utilities and infrastructure. A variety of housing types as referenced within the Table of Permitted Uses shall be allowable, however only one housing type is required for development. The type of development should be compatible with surrounding land uses and consistent with the goals and policies of the Comprehensive Land Use Plan. The density development standards shall be calculated similar to the Planned Development (PD) District (4.8.1.D.1 of the Pender County UDO).



Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the RM, Residential Mixed use zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject properties.

Minimum Setback (General Business)	
Front	(1)
Side	(1)
Rear	(1)
Corner	(1)
Max. Height	(45')
Structure Separation	(1)

(1) Dimensional standards in the Planned Development (PD) and Residential Mixed (RM) Districts are required to be specified on a Master Development Plan.

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 RM, Residential Mixed use zoning district. The table below provides a general list of typical developments permitted in the RM, Residential Mixed use zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

	RM, Residential Mixed
Residential Uses	≈ 11 uses by-right (SFD: Detached-Conventional, SFD-Attached: Duplex, SFD-Attached: Multiplex, SFD-Townhouse, Multifamily (condominium/apartment), Home Occupation)
Commercial Uses	≈ 5 uses by-right (Solid Waste Collection, Public Administration, private residential boating facility, Public Parks, Public Sewage Treatment Facilities) ≈ 2 uses w/ SUP (Electric Bulk Power Transmission & Control, Private Sewage Treatment Facilities)

TRANSPORTATION INFRASTRUCTURE

Access
The subject property has direct access to Hoover Road (SR). Redevelopment of the subject properties would involve driveway approval from the North Carolina Department of Transportation (NCDOT).

Traffic
Traffic Impact Analyses (TIA) are not required for general use rezoning since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

NCDOT Average Annual Daily Traffic (AADT) – 2020; WMPO Roadway Capacities – 2020

Road	Location	Volume	Planning Capacity	V/C
Hoover Road	Between Stacy Greg Rd and Godfrey Creek Rd	3,600	13,895	0.26

Hampstead Bypass
According to NCDOT, the Hampstead Bypass will be completed in two sections. The first section, from NC 210 to Sloop Point Loop Road, is estimated to be complete by March of 2027. The second section, from NC-140 to south of NC 210, is estimated to be complete by July of 2029. The first section will be open to the public prior to the opening of the second section. The properties seeking rezoning approval are located directly south of the first section near its intersection with Hoover Road. See attached map of Hampstead Bypass in this area.

OTHER INFRASTRUCTURE

Utilities
Public water is available through Pender County Utilities (PCU) and according to available GIS data, the nearest PCU water main is along the West side of Hoover Road. Based on available data and information from private sewer providers, private sewer is available at this location. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

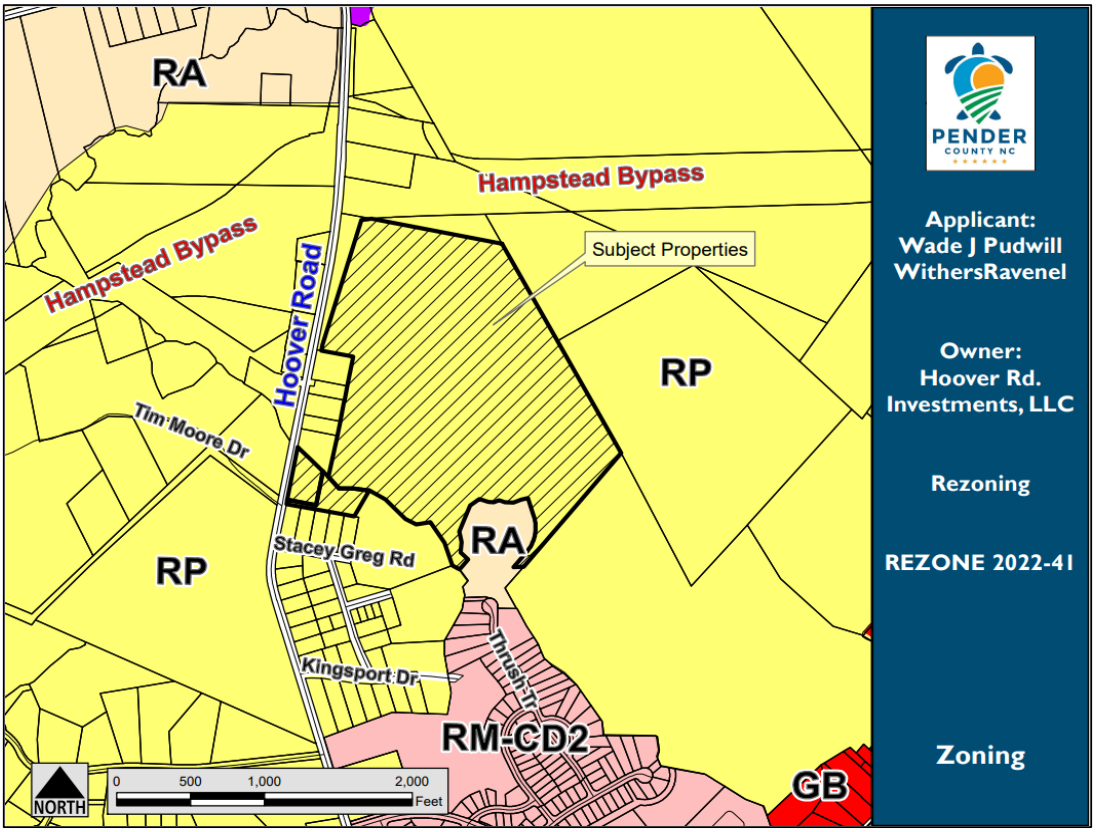
Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. Because the proposed rezoning is from a predominantly residential zoning district to a higher density predominantly residential zoning district, an impact to school capacity is anticipated.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1].
Wetlands	The subject properties may contain 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)

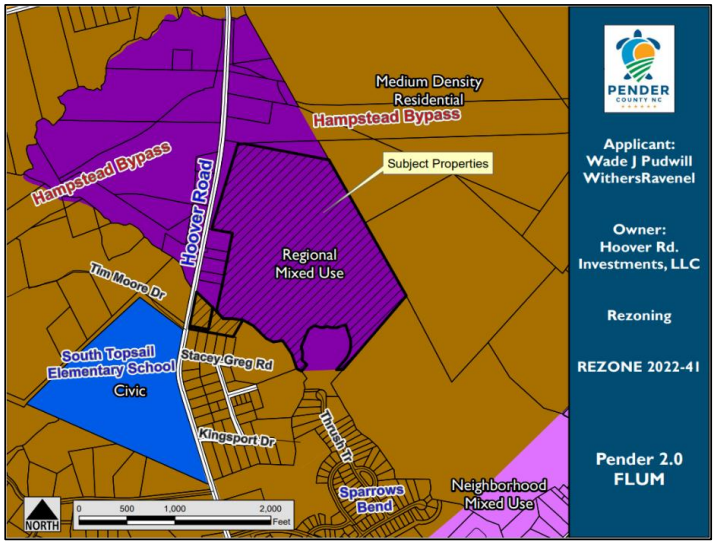
EVALUATION

Below: Current Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Vacant	RP, Residential Performance
East	Vacant	RP, Residential Performance
South	Residential, Vacant	RP, Residential Performance; RA, Rural Agriculture; RM-CD 2
West	Residential, Elementary School	RP, Residential Performance; RA, Rural Agriculture

Surrounding Zoning
The subject properties are currently within the RP, Residential Performance zoning district. Properties immediately adjacent to the subject properties are currently zoned RA, Rural Agricultural, and RP, Residential Performance as indicated by the table above.



Pender 2.0 Comprehensive Land Use Plan Compliance: The subject properties are located within the Regional Mixed Use and Medium Density Residential Future Land Use Categories as shown in the Future Land Use Map (FLUM) within the Pender 2.0 Comprehensive Land Use Plan. Regional mixed use allows for the strategic allocation of future development and population growth, while limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water/sewer infrastructure and are located along planned major collector roadways and existing primary roadway corridors in the southern portion of the County (I-40, US 17, US 117, US 421, and NC-210). This future land use category provides access to retail, office, and multi-family residential uses. These land uses are primarily accessed by the automobile, but facilities should be included to increase the viability of access via walking or cycling.

The preferred land use mix is primarily commercial/retail and office with multi-family residential uses. Large employment centers and retail spaces are encouraged. Higher density single-family uses should account for less than 25% of a development proposal and should complement a more substantial mix of commercial/office and multi-family development. Development within this

category should provide ample landscaping and street trees to present an inviting environment to travelers passing through the County. More intense commercial and offices uses requiring larger lots sizes, parking area, and stormwater infrastructure are permitted in this land use category. Artisan manufacturing is encouraged in this category. Development density within this category allows for up to 15 units per acre for multi-family residential development and up to 10 units per acre for single family development.

The Medium Density Residential designation provides that medium density residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types, and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged. Planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.

With the planned Hampstead Bypass located directly to the north of the rezoning site, availability of utilities and the underlying future land use designation of this area as Regional Mixed Use makes an ideal location for a higher density residential development consistent with the zoning request.

In addition to the Future Land Use Map, the proposed Zoning Map Amendment was found to be consistent with the following policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.C: Coordination with Infrastructure/Services:** The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.
>
> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.H: Mixed Use Development:** The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

Policy 5.1.I: Multi-family Residential Development: The County shall allow multifamily development in designated and appropriate areas as identified within the Regional Mixed Use future land use category.

Policy 5.1.J: Multi-family Residential Development and Infrastructure: The County shall coordinate the expansion of multi-family residential development with the availability of water and sewer infrastructure.

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.

The proposed Zoning Map Amendment was found to be consistent with the policies above because it has the potential to provide higher density residential development in an area that has both existing and planned infrastructure in terms of utilities and the Hampstead Bypass.

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. 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.

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioner consideration. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and six policies within the Pender 2.0 Comprehensive Land Use Plan.

The proposed RM, Residential Mixed zoning district rezoning request is consistent with the Pender 2.0 Comprehensive Land Use Plan and the allowable uses within the requested zoning district are compatible with the surrounding area. Planning Staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

At their March 7, 2023 meeting, the Pender County Planning Board voted (4-1) to recommend approval of the Zoning Map Amendment, finding the proposal to be consistent with the Pender 2.0 Comprehensive Land Use Plan and Future Land Use Map (FLUM).

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.C**
- **Policy 5.1.D**
- **Policy 5.1.H**
- **Policy 5.1.I**
- **Policy 5.1.J**
- **Policy 5.1.V**

The proposed rezoning is consistent with the both the Regional Mixed Use and Medium Density Residential Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plan because it has the potential to be generally consistent with current land uses in the vicinity.

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**
Buchanan	Pitts

APPROVED	DENIED	UNANIMOUS
Yes		No

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Absent	Absent	Yes	Yes	No

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Zoning Map Amendment Submission (Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

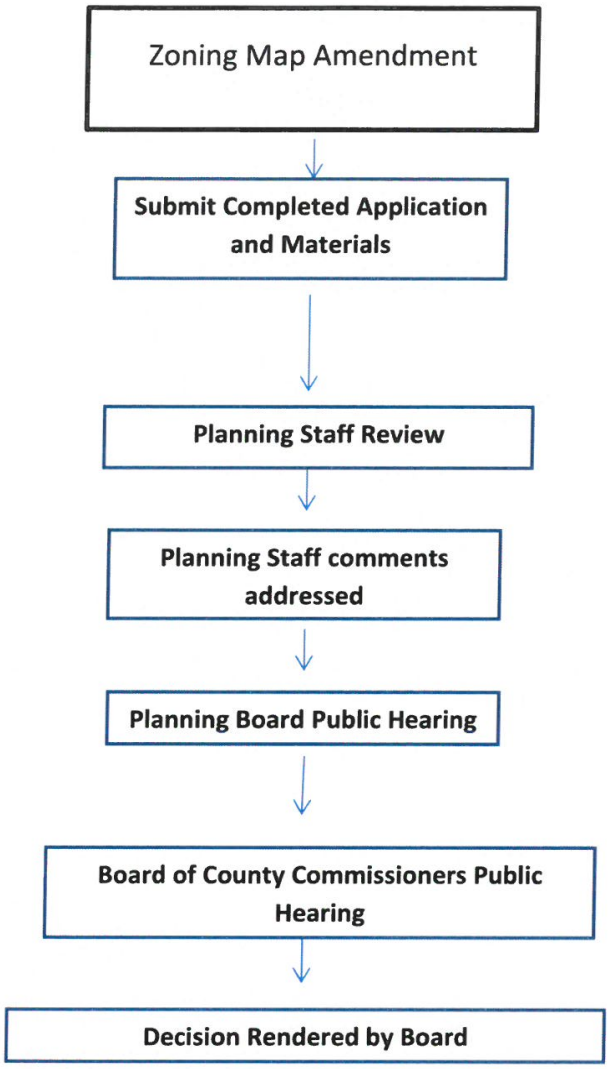
1. X **Pre-submittal Meeting**
   Date of Meeting 11/21/2022
2. X **Signed Application**
3. $3,171 **Payment** 72.1 Acres = $3,171 (($500 x 5) + (67.1 x $10) = $3,171)) $1,171.00 JBB
   $500 for the first 5 acres; $10/ acre thereafter up to 1,000 acres; $5 per acre thereafter
4. X **Requested Revision Boundary Map**
   Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
4. X **Narrative**
   A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. X **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. X **Adjacent Property List**
   A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. X **Adjacent Property Envelopes**
   The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____ Date 12/01/22

Printed Name Wade J Pudwill

Staff Initials: JBB
Date: 12/10/22


Zoning Map Amendment
Submit Completed Application and Materials
Planning Staff Review
Planning Staff comments addressed
Planning Board Public Hearing
Board of County Commissioners Public Hearing
Decision Rendered by Board

		Agenda Deadline	Planning Board Meeting Date	Board of Commissioners Meeting
Planning Board and Board of Commissioners	January	11.21.19	1.7.20	3.16.20
	February	12.13.19	2.4.20	4.20.20
	March	1.17.20	3.3.20	5.18.20
	April	2.14.20	4.7.20	6.15.20
	May	3.13.20	5.5.20	7.6.20
	June	4.17.20	6.2.20	8.17.20
	July	5.15.20	7.7.20	9.21.20
	August	6.12.20	8.4.20	10.19.20
	September	7.17.20	9.1.20	11.16.20
	October	8.14.20	10.6.20	12.7.20
	November	9.18.20	11.3.20	January 2021
	December	10.16.20	12.1.20	February 2021

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.

Zoning Map Amendment Specific Requirements

1. **Application Submittal**
   - Application
   - Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
   - All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.
   - Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan.
   - The rezoning application must contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the name(s) and address(es) of the owner(s) of the property involved as required by General Statute.
   - The applicant shall provide an accurate legal description or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail for the rezoning to be located on the Official Zoning Map.

2. **Planning Board and Board of Commissioners Review Criteria (per Section 3.3.8)**
   A. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood);
   B. Whether adequate public facilities/services (i.e., water, wastewater, roads) 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 and CAMA Land Use Plan or any other adopted land use document.
   D. Whether the proposed amendment is reasonable as it relates to the public interest.

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

GENERAL USE REZONING

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. Amendments to the Zoning Map, also called a Rezoning, shall be made in accordance with the provisions of the Pender County UDO and shall follow the review process as shown in Figure 1 at the end of Section 3.4.

3. The County Commissioners shall approve or deny amendments to the Zoning Map of Pender County, as may be required from time to time.

4. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of the UDO. An illustration containing a metes and bounds description is required.

5. All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.

6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).

2. Whether adequate public facilities/services (i.e., water, wastewater, roads) 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.

3. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.

4. Whether the proposed amendment is reasonable as it relates to the public interest.

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA REZONE 2022-41	**Date**	12/10/2022
Application Fee	$ $1,171.00	**Invoice**	00030166
Pre-Application Conference	N/A	**Hearing Date**	2/7/23 (PB) & 3/13/23 (BOCC)

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	WithersRavenel / Wade J Pudwill	**Owner's Name:**	Hoover Rd. Investments, LLC
Applicant's Address:	137 S. Wilmington - Suite 200	**Owner's Address:**	60 Gregory Rd.
City, State, & Zip	Raleigh, NC 27601	**City, State, & Zip**	Bellville, NC 28451
Phone Number:	919-469-3340	**Phone Number:**	910-742-6472
Email Address:	wpudwill@withersravenel.com	**Email Address:**	tlong@loganhomes.com
Legal relationship of applicant to landowner:	Engineer for Owner		

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3283-94-9377; 3283-93-1673; 3283-83-9765;	**Total property acreage:**	+/- 72.1 AC.
Current Zoning District:	RP - Residential Performance	**Proposed Zoning District:**	RM - Residential Mixed
Project Address:	(3283-93-1673)1042 Hoover Rd.; (3283-83-9765)1038 Hoover RD.; (3283-94-9377) Hoover Rd.;		
Description of Project Location:	Take US Hwy northeast out of Hampstead and turn north onto Hoover Rd. Travel north on Hoover road until you come to the next driveway after the South Topsail Elementary School driveway. The proposed development is opposite Tim Moore Drive.		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	12/01/22
Applicant's Name Printed	WithersRavenel / Wade J Pudwill	**Date:**	12/01/22
Owner's Signature		**Date:**	12/1/22
Owner's Name Printed	Hoover Rd. Investments, LLC	**Date:**	12/01/22

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

Rezoning/Zoning Map Amendment Checklist

☒	Signed application form
☒	Application fee
☒	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.
☒	Two (2) business size envelopes legibly addressed with **first class** postage for each of the adjacent and abutting property owners on the above list.
☒	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☒	18 (11"x17") map copies to be distributed to the Planning Board
☒	20 (11"x17") map copies to be distributed to the Board of Commissioners
☒	Digital (.pdf) submission of all application materials
☒	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.

Office Use Only

☐	**ZMA Fees:** (*$500.00 for first 5 acres; $10/acre thereafter up to 1,000 acres; $5/acre thereafter)*	**Total Fee Calculation: $**

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:**

Dates scheduled for public hearing:
☐ **Planning Board:**
☐ **Board of Commissioners:**

RETURN COMPLETED APPLICATION TO:
Pender County Planning & Community Development
805 South Walker Street
P.O. Box 1519
Burgaw, NC 28425

Project Narrative

Hoover Road Rezone

This document and accompanying exhibits submitted herewith are provided pursuant to Pender County Unified Development Ordinance (UDO) provisions for a Rezone. The proposed Rezone addresses three parcels totaling approximately 72 acres. See Table below, for Parcel Information.

Proposed Rezone Parcel Information.

Parcel	Address	Acres	Long Range Plan	Current Zoning
3283-94-9377	Hoover Rd	69.11	Regional Mixed Use	RP
3283-83-9765	1038 Hoover Rd	1.4	Medium Density Residential	RP
3283-93-1673	1042 Hoover Rd	1.59	Medium Density Residential	RP

The proposed Rezone for the three parcels listed above in the Table is from Residential Performance (RP) to Residential Mixed (RM). The Pender County Unified Development Ordinance Residential Mixed District is defined as follows:

The Residential Mixed (RM) District is designed to allow for a variety of conventional built and multifamily housing types which can be accommodated dependent on necessary infrastructure including but not limited to community or regional utilities and infrastructure. A variety of housing types as referenced within the Table of Permitted Uses shall be allowable, however only one housing type is required for development. The type of development should be compatible with surrounding land uses and consistent with the goals and policies of the Comprehensive Land Use Plan. The density development standards shall be calculated similar to the Planned Development (PD) District (4.8.1.D.1).

Comprehensive Land Use Plan

The Pender County 2.0 Comprehensive Land Use Plan shows the larger parcel is within the Regional Mixed Use designation and the smaller two parcels along Hoover Road are within the Medium Density Residential designation.

<u>Medium Density Residential is defined as follows:</u>

MEDIUM DENSITY RESIDENTIAL

Medium density residential uses are vital to supporting Pender County's growing population by strategically locating more dense residential development in areas that will not create conflicts with existing neighborhoods. These uses are located in close proximity to supporting services and a mixture of development types, and are generally found in the southern portion of the County. Appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Clustering of new residential communities is encouraged.

Planned communities may also include well-integrated neighborhood-scale commercial and office uses. Industrial and manufacturing uses, and commercial and office uses not located within a planned community, are inappropriate. Development density within this category is three to six dwelling units an acre or less.

Medium Density Residential

Desired Uses:

- Single-family dwellings – detached and duplex (up to two units per structure)
- Townhomes may be suitable when included as part of a master planned community
- Age appropriate retirement housing
- Recreation, parks, and open space

Regional Mixed Use is defined as follows:

Regional Mixed Use

The regional mixed use category will allow for the strategic allocation of future development and population growth, while limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water/sewer infrastructure and are located along planned major collector roadways and existing primary roadway corridors in the southern portion of the County (I-40, US 17, US 117, US 421, and NC-210). This future land use category provides access to retail, office, and multi-family residential uses. These land uses are primarily accessed by the automobile, but facilities should be included to increase the viability of access via walking or cycling.

The preferred land use mix is primarily commercial/retail and office with multi-family residential uses. Large employment centers and retail spaces are encouraged. Higher density single-family uses should account for less than 25% of a development proposal and should complement a more substantial mix of commercial/office and multi-family development. Development within this category should provide ample landscaping and street trees to present an inviting environment to travelers passing through the County. More intense commercial and offices uses requiring larger lots sizes, parking area, and stormwater infrastructure are permitted in this land use category. Artisan manufacturing is encouraged in this category.

Big box buildings, such as department stores, variety stores, warehouse retail centers, grocery stores, furniture outlets, and similar buildings shall be designed such that the exterior façade has the appearance of several smaller, human scale, buildings through the use of vertical treatments and elements that break up the horizontal wall.

Internal circulation patterns should create street-like spaces lined with on-street angled or parallel parking and parking areas. Internal pedestrian connections should also be provided

whereby structures within a development are connected with each other. Sidewalks should connect all buildings within the site and to adjoining sites. Sidewalks should have street trees and pedestrian lighting. Surface parking lots should be heavily shaded, landscaped, and located in the rear of new development where practicable. Shared parking should be encouraged where multiple uses are located within walking distance (1/4 mile). Stormwater infrastructure should be located behind buildings or incorporated into the design of the development as an amenity. Development density within this category allows for up to 15 units per acre for multi-family residential development and up to 10 units per acre for single family development.

Desired Uses:

- Most commercial, retail, office, & institutional uses
- Employment centers
- Artisan manufacturing
- Multi-family residential
- High density single-family residential uses
- Upper story residential

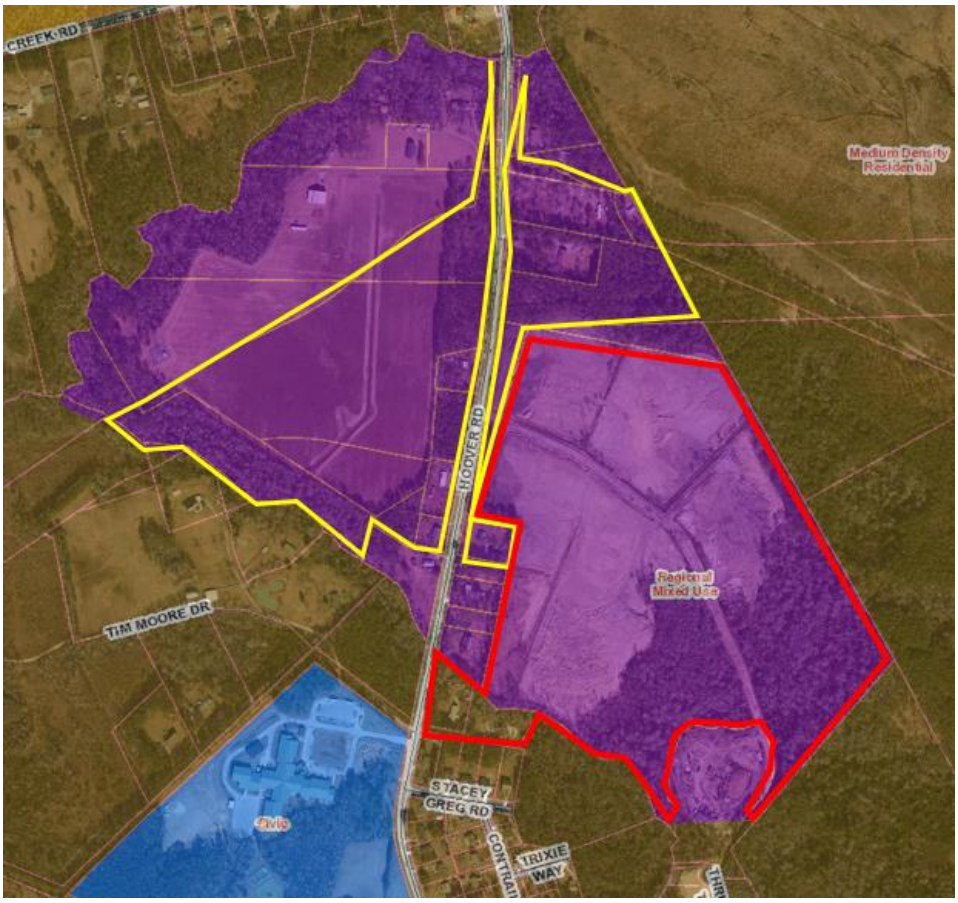
Regional Mixed Use

Surrounding Project Area

The future Hwy 17 Bypass is planned to be north of the 69 acre parcel with an interchange at Hoover Road. The Regional Mixed Use designation area is approximately 177 acres. However, within the 177 acres, approximately 58 acres is reserved for the Hwy 17 Bypass (NCDOT right of way) as shown within the yellow outlined area on the map below.

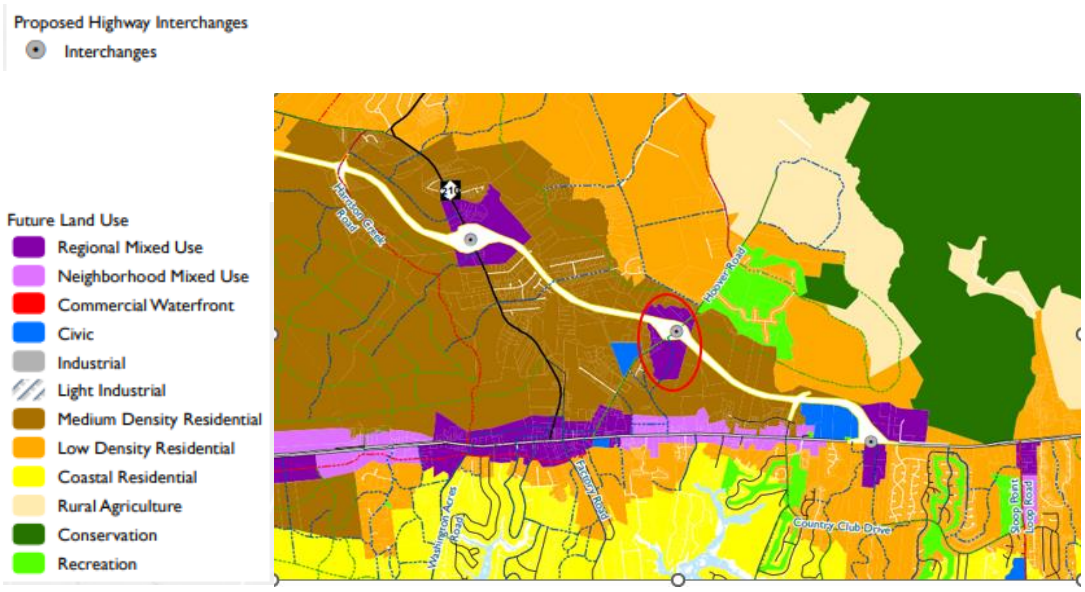
Approximately 177 acres within the Regional Mixed Use designation

Yellow line	58.36 acres (approximate) NCDOT property for Hwy 17 Bypass
Red line	72.1 acres (approximate) Proposed Rezone parcels
Remaining Area	46.87 acres (approximate) within the Regional Mixed Use designation



The surrounding area designation is Medium Density Residential with existing residential single family subdivisions to the south of the project area.

Pender County (Top Sail Region) Future Hwy 17 Bypass and the Land Use Designations.



Regional Mixed Use designations are located at the Hwy 17 Bypass interchanges at Hwy 210, Hoover Road (circled in red on the map) and the existing Hwy 17. Hoover Road is shown as a Minor Collector Street. Hwy 210 and Hwy 17 existing and future traffic counts are higher than existing and future traffic counts on the minor collector Hoover Road and therefore, would warrant a higher desire for Mixed Use (non-residential) than at the Hoover Road interchange.

REZONING CRITERIA

The Pender County Unfied Development Ordinance includes Rezoning Criteria as follows:

Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:

A.

1) be detrimental to the natural environment,

The proposed Rezone to Residential Mixed District (RM) permitted use developments shall be consistent with the Pender County UDO Open Space Requirements and North Carolina Department of Environmental and Natural Resources

2) adversely affect the health, safety, or welfare of residents or workers in the area,

The proposed RM district permitted use development will not adversely affect the health, safety, or welfare of residents or workers in the area. Existing and future uses to the south and east are residential. Therefore, the proposed residential mix uses are consistent with the adjacent area.

3) be detrimental to the use or development of adjacent property,

The proposed RM district will not be detrimental to the use or development of the adjacent property, as noted the surrounding adjacent area to the south and east are residential. To the north is the future Hwy 17 bypass and to the immediate west are existing residential along Hoover Road.

4) materially or adversely affect the character of the general neighborhood, and

The proposed RM district rezone is consistent with the surrounding residential neighborhoods.

5) be reasonable as it relates to the public interest.

The proposed RM district rezone is consistent with the existing surrounding residential districts.

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;

The proposed RM district Rezone future development will comply with the Pender County public facility/service requirements and roadway requirements. Future development plans will be reviewed by Pender County school district.

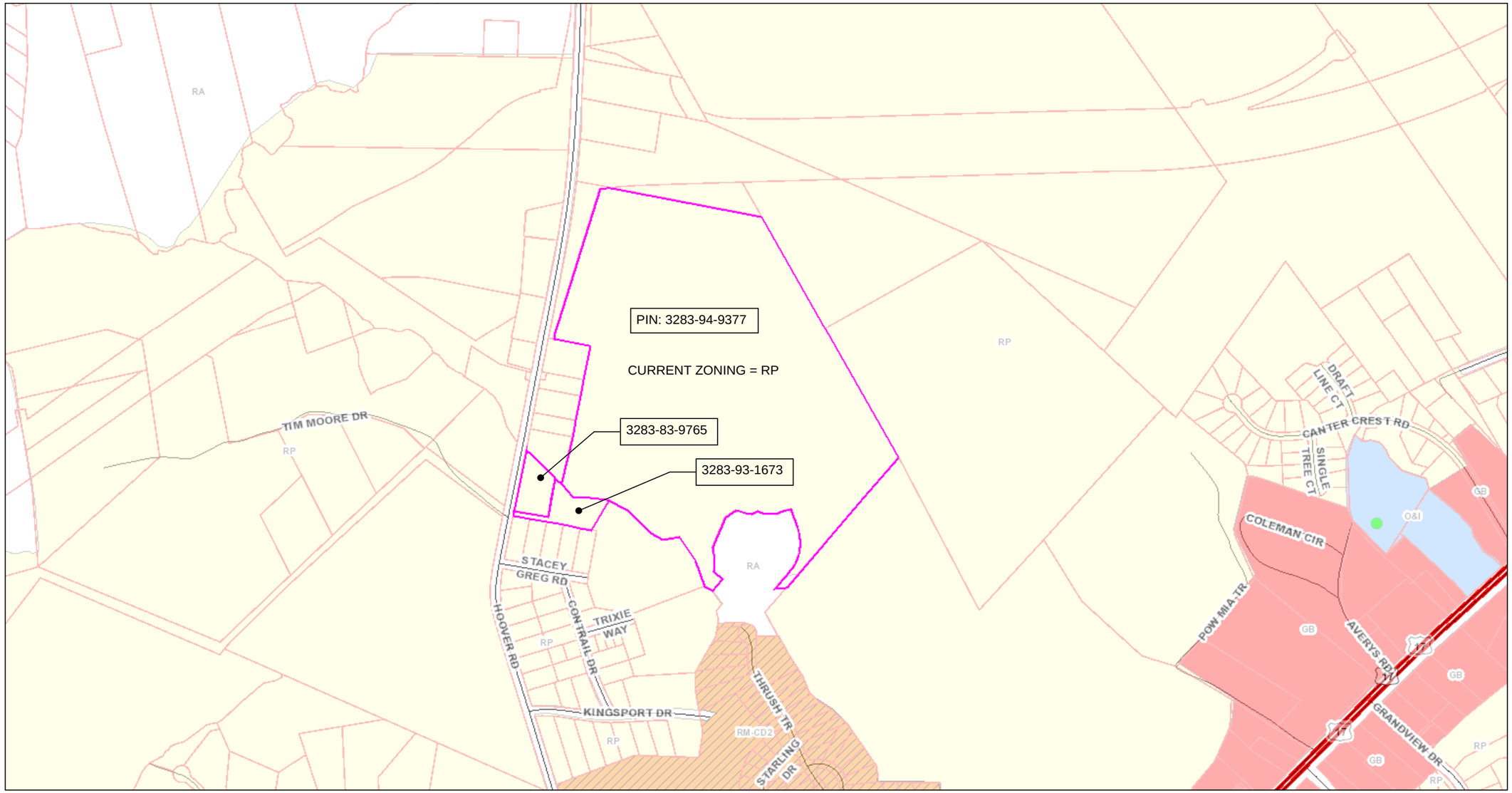
C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

The proposed Residential Mixed district uses are consistent with the residential component within the Regional Mixed Use designation. The proposed Rezone would allow for a residential mix within the project 72 acres. However, the proposed Residential Mixed district does not include non-residential uses and is not consistent with the non-residential component within the Regional Mixed Use designation.

As stated previously, Hoover Road is shown as a Minor Collector Street as future traffic counts are less than the Hwy 210 and Hwy 17 traffic counts. Therefore, the Hwy 210 and Hwy 17 interchanges would warrant a higher desire for Mixed Use (non-residential) than the Hoover Road interchange. The remaining approximately 40 acres along Hoover Road within the Residential Mixed District could support non-residential uses.

The proposed Residential Mixed district is consistent with the Comprehensive Land Use Plan of Medium Density as permitted uses within the proposed RM district are residential.

HOOVER ROAD REZONING



November 30, 2022

N

1:6,626

0 0.075 0.15 0.3 mi

0 0.125 0.25 0.5 km

BK 4784 PG 1890 - 1893 (4) DOC# 20100331
This Document eRecorded: 04/06/2022 12:56:36 PM
Fee: $26.00 DocType: DEED Tax: $760.00
Pender County, North Carolina
Sharon Lear Willoughby, Register of Deeds

THIS INSTRUMENT WAS PREPARED WITHOUT TITLE EXAMINATION BY JUSTIN L. LOCKAMY, A NORTH CAROLINA LICENSED ATTORNEY, P. O. BOX 4548, WILMINGTON, NORTH CAROLINA 28458.

After recording, please mail to: Lee Kaess, PLLC

Brief Description for the Index: ___

County PID 3283-83-9765-0000 Excise Tax $760.00 Recording $26.00
3283-93-1673-0000

STATE OF NORTH CAROLINA

GENERAL WARRANTY DEED

COUNTY OF PENDER

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.

THIS DEED, made this 22 day of March, 2022, by and between

GRANTOR	GRANTEE
TIM LONG FAMILY HOLDINGS, LLC a North Carolina limited liability company 211 Bedrock Court Wilmington, NC 28411	HOOVER ROAD INVESTMENTS, LLC a North Carolina limited liability company 60 Gregory Road, Suite 1 Belville, NC 28451

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 Grantee in fee simple, all those certain lots or parcels of land situated in Pender County, North Carolina, and more particularly described as follows:

See Exhibit A.

Submitted electronically by "Lee Kaess, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pender County Register of Deeds.

The property hereinabove described was acquired by Grantor by instruments recorded in Book 4754, Pages 1392 – 1400 of the Pender County Registry, and does not include the primary residence of the 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 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, other than the following exceptions:

1. Ad valorem taxes for year 2022 and subsequent years.

IN TESTIMONY WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

TIM LONG FAMILY HOLDINGS, LLC

By: _____(SEAL)
D I. Logan, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I certify that the following persons, D I. Logan, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal this 22 day of March, 2022.

_____
Official Signature of Notary
Printed or typed name of Notary Jeanette Phillips

My Commission Expires: October 17, 2023

Jeanette Phillips
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires October 17, 2023

EXHIBIT A
Legal Description

TRACT ONE:
Being all of that tract or parcel of land situate in Topsail Township, Pender County, North Carolina, as shown in Deed Book 1057, Page 140, Pender County Registry, said tract being more particularly described as follows:

Beginning at an existing iron rod on the western margin of NCSR 1569 — Hoover Road, said rod being a corner of the lands shown in Deed Book 4694, Page 975, and being further located N 11°19'29" E 30.32' from an existing iron pipe in the western margin of Hoover Road, the northwest corner of Lot 32 of the Kingsport Subdivision as shown in Plat Book 22, Page 153, and running thence from said Beginning point with the margin of Hoover Road N 10°59'06" E – 370.29' to a new iron rod where the run of an old branch (since channelized by Pender County) intersects the margin of the road;

Thence leaving the margin of the road and running with the line of the lands of Baranowski as shown in Deed Book 4684, Page 1779, S 45°33'41" E 240.54' to an existing iron rod;

Thence with the line of the lands of Nucci as shown in Deed Book 4694, Page 975 the following two (2) calls:

S 11°10'07" W – 237.32' to an existing iron rod;
N 79°07'09" W – 199.93' to an existing iron rod, the Point and Place of Beginning.

Said tract as described containing 60,880 square feet or 1.40 acres, more or less

Property Address: 1038 Hoover Road
PID: 3283-83-9765-0000

TRACT TWO:
Being all of that tract or parcel of land situate in Topsail Township, Pender County, North Carolina, as shown in Deed Book 4694, Page 975, Pender County Registry. Said tract being more particularly described as follows:

Beginning at an existing iron pipe on the western margin of NCSR 1569 – Hoover Road, said rod being the northwest corner of Lot 32 of the Kingsport Subdivision as shown in Plat Book 22, Page 153, and running thence from said Beginning point with the margin of Hoover Road N 11 '19'29" E 30.32' to an existing iron rod;

Thence leaving the margin of the road and running with the line of the lands of Lilley as shown in Deed Book 1057, Page 140 the following two (2) calls:

S 79°07'09" E – 199.93' to an existing iron rod;
N 11°10'07" E – 237.32' to an existing iron rod;

Thence with the line of the lands of Baranowski as shown in Deed Book 4684, Page 1779 S 60°50'46" E 51.36' to an existing iron pipe;

Thence with the line of the lands of Hoover Road Investments, LLC as shown in Plat Book 59, Page 139 the following three (3) calls:

S 33°07'10" E – 107.96' to an existing iron rod;
N 89°05'42" E – 97.59' to a new iron rod;
S 82°38'32" E – 112.62' to a new iron rod;

Thence with the line of the lands of Durbin and Yoder as shown in Deed Book 4709, Page 2188 S 28°01'06" W – 210.82' to an existing iron rod in the northern line of Lot 36 of the Kingsport Subdivision as shown in Plat Book 22, Page 153;

Thence with the line of the Kingsport Subdivision N 79°01'47" W – 470.94' to an existing iron pipe, the Point and Place of Beginning.

Said tract as described containing 68,553 square feet or 1.57 acres, more or less.

Property Address: 1042 Hoover Road
PID: 3283-93-1673-0000

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	Ref NAICS	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
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											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

A. These standards shall only apply to those districts and uses where the “S”, “PM” or “D” is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying

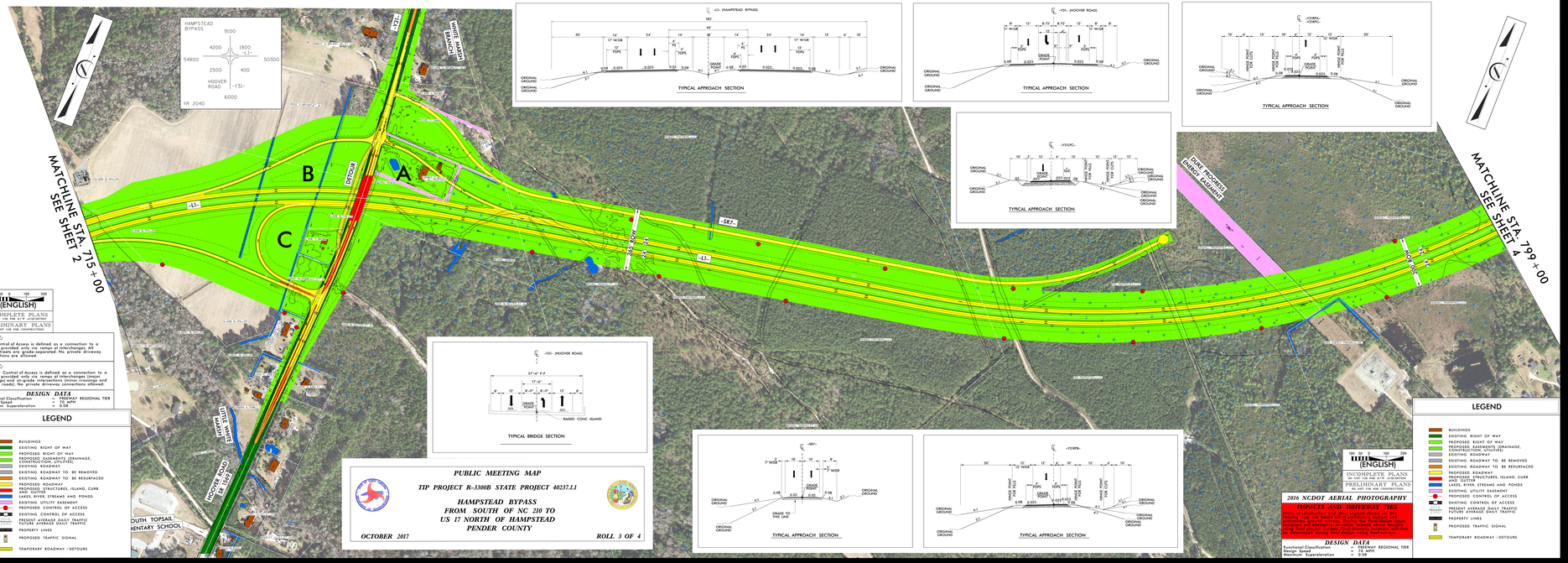
PUBLIC MEETING MAP

TIP PROJECT R-3300B STATE PROJECT 40237.1.1

HAMPSTEAD BYPASS
FROM SOUTH OF NC 210 TO
US 17 NORTH OF HAMPSTEAD
PENDER COUNTY

OCTOBER 2017

ROLL 3 OF 4



PUBLIC MEETING MAP

TIP PROJECT R-3300B STATE PROJECT 40237.1.1

HAMPSTEAD BYPASS
FROM SOUTH OF NC 210 TO
US 17 NORTH OF HAMPSTEAD
PENDER COUNTY

OCTOBER 2017

ROLL 3 OF 4

REQUEST FOR BOARD ACTION

ITEM NO. REZONE 2022-41

DATE OF MEETING: April 17, 2023

REQUESTED BY: Daniel Adams, Planning & Community Development Director

SHORT TITLE: Resolution Requesting Approval of a Zoning Map Amendment from the RP, Residential Performance zoning district to the RM, Residential Mixed zoning district.

BACKGROUND: Wade J Pudwill with WithersRavenel, applicant, on behalf of Hoover Rd Investments, LLC, owner, is requesting the approval of a Zoning Map Amendment to rezone three tracts of land totaling approximately 72.1 acres from RP, Residential Performance zoning district to the RM, Residential Mixed zoning district. The subject properties are located on the east side of Hoover Road, across from Tim Moore Drive in the Topsail Township and may be further identified by Pender County PINs 3283-94-9377-0000, 3283-93-1673-0000, and 3283-83-9765-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Zoning Map Amendment from the RP, Residential Performance zoning district to the RM, Residential Mixed zoning district.

RESOLUTION

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

On April 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a Zoning Map Amendment, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Newton __ McCoy __ George __ Groves ___ Fletcher-Hardee__

_____ _____
Jacqueline A. Newton, Chairwoman Date

_____ _____
ATTEST Date
Clerk to Board, David Andrews

County Seal:

Pender County
REZONE 2023-46: Zoning Map Amendment of one parcel in the Topsail Township from RP, Residential Performance to GB, General Business

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	April 17, 2023
SUBJECT:	REZONE 2023-46: Zoning Map Amendment of one parcel in the Topsail Township from RP, Residential Performance to GB, General Business

SUMMARY:
Michael Nadeau, applicant and owner, is requesting the approval of a Zoning Map Amendment to rezone approximately 0.27 acres of land from the RP, Residential Performance zoning district to the GB, General Business zoning district. The subject property is located on US HWY 17 south and west of its intersection with Williams Love Grove Church Road. The subject property is located within the Topsail Township and may be further identified by Pender County PIN 3293-54-2327-0000.

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

ATTACHMENTS:
1. Staff Report
2. Application
3. Applicant's Narrative
4. Deed
5. Map of Recombination
6. Table of Permitted Uses
7. Board Action Form

STAFF REPORT FOR REZONE 2023-46
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2023-46
Hearing Dates	March 7, 2023, Planning Board April 17, 2023, Board of Commissioners
Applicant	Michael Nadeau
Property Owner	Michael Nadeau
Parcel Identification Number(s)	3293-54-2327-0000
Proposed Rezoning Area	.27
Township	Topsail
Pender 2.0 Future Land Use Category	Neighborhood Mixed Use, Medium Density Residential

REZONING PROPOSAL

Michael Nadeau, applicant and owner, is requesting the approval of a Zoning Map Amendment to rezone approximately 0.27 acres of land from the RP, Residential Performance zoning district to the GB, General Business zoning district.

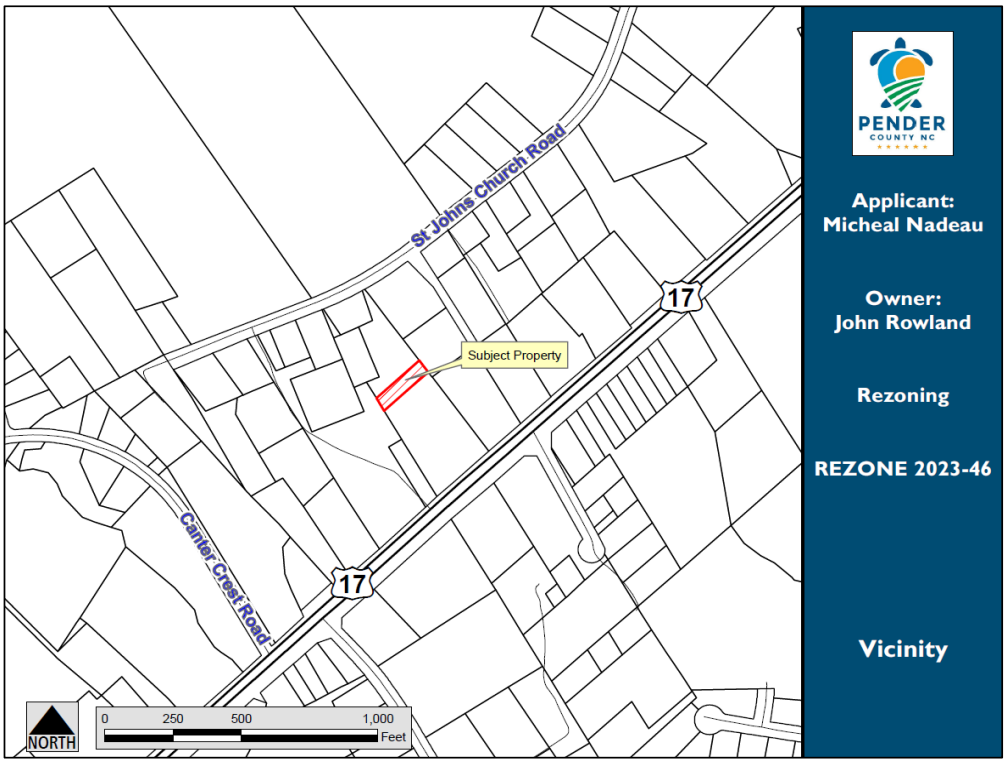
LOCATION

The subject property is located on US HWY 17 south and west of its intersection with Williams Love Grove Church Road. The subject property is located within the Topsail Township and may be further identified by Pender County PIN 3293-54-2327-0000.

BACKGROUND

The .27 acres in question was initially spread over two parcels, but since the time the application was filed with staff, the applicant and previous owner have agreed to revise the boundary lines such that the .27 acres in question is its own parcel. A map was recorded with the Register of Deeds on March 30th that recombines the .27 acres into the 2 acre parcel to the east that is also owned by the applicant.

Below: Vicinity Map of the Area



REZONING PROPOSAL

The applicant is proposing to rezone .27 acres from the RP, Residential Performance zoning district to the GB, General Business zoning district. The General Business district is primarily intended to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

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 General Business zoning district. Any future development of the site must comply with the standards of the General Business zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

Below: Aerial Map of the Area

Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the GB, General Business zoning district 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. At the time this staff report was submitted, the .27 acres has not been recombined into the larger parcel to the southeast, which is also owned by the applicant.

Minimum Setback (General Business)	
Front	25’
Side	10’
Rear	10’
Corner	12’
Max. Height	40’
Structure Separation	20’

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 GB, General Business zoning district. The table below provides a general list of typical developments permitted in the General Business zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included as an attachment.

	GB, General Business
Residential Uses	≈ 1 uses by-right (Upper Story Residential, Agritourism) ≈ 1 use w/ SUP (Cottage Occupation)
Commercial Uses	≈ 83 uses by-right (Construction of buildings, Artisan Manufacturing, Motor Vehicle and Parts Dealers, Non Store Retailers, Real Estate and Rental and Leasing, ect.) ≈ 15 uses w/ SUP (Truss Manufacturing, RV Parks and Recreational Camps, Storage of Boats and Watercraft, ect)

TRANSPORTATION INFRASTRUCTURE

Access

The property as currently shown on the tax map is not accessible via St. Johns Church Road or US HWY 17. There is common ownership between the subject parcel and the parcel to the southeast. A map of recombination was recorded on March 30, 2023, to combine the subject parcel with the parcel to the southeast, but the recombination was not complete at the time of this report. If the recombination is completed, the subject parcel will be accessible via US HWY 17.

Traffic
Traffic Impact Analyses (TIA) are not required for general use rezonings since a site-specific development plan is not required to be included in the application package. The UDO requires a TIA to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

The traffic information below shows the volume and planned capacity using the Average Annual Daily Traffic (AADT) count for this portion of US HWY 17. According to data from the Wilmington Metropolitan Planning Organization (WMPO), traffic on this portion of US HWY 17 exceeds current capacity.

NCDOT Average Annual Daily Traffic (AADT) – 2021

Road	Location	Volume	Planned Capacity	V/C
US HWY 17	Between Alfonso Nixon Dr and Williams Love Grove Church Rd	44,000	37,323	1.18

OTHER INFRASTRUCTURE

Utilities
Public water is available through Pender County Utilities (PCU) via US HWY 17 and sewer is available through Pluris via US HWY 17. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

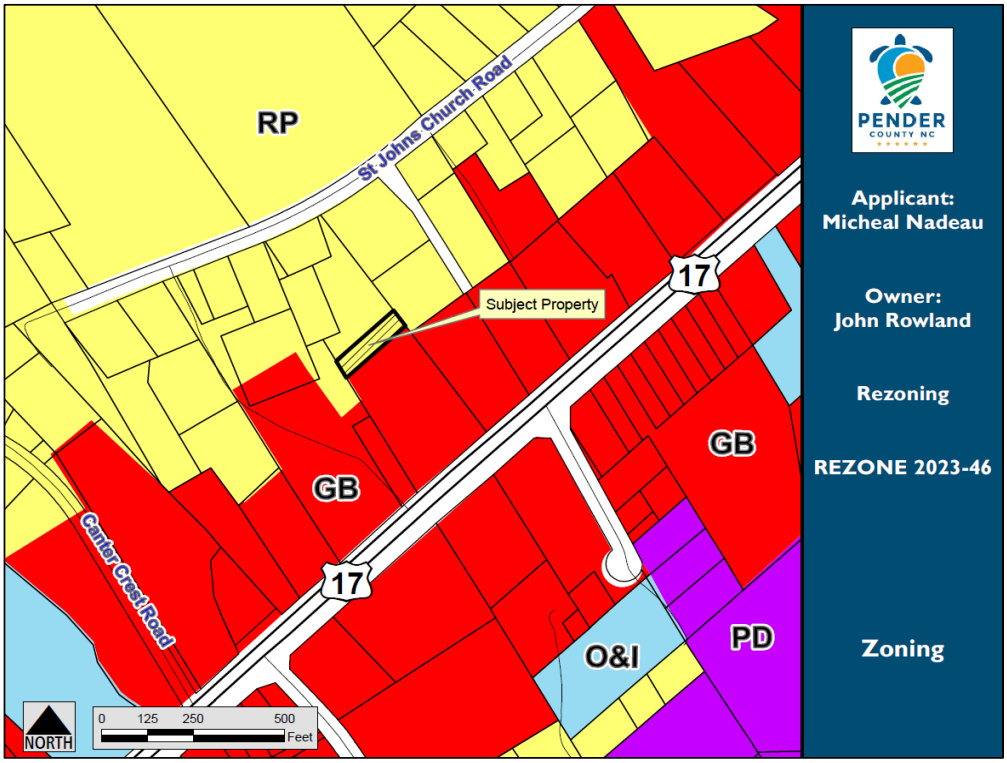
Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2, 3]. The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands are subject to review and approval by the U.S. Army Corps of Engineers.
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

Below: Zoning Map of the Area

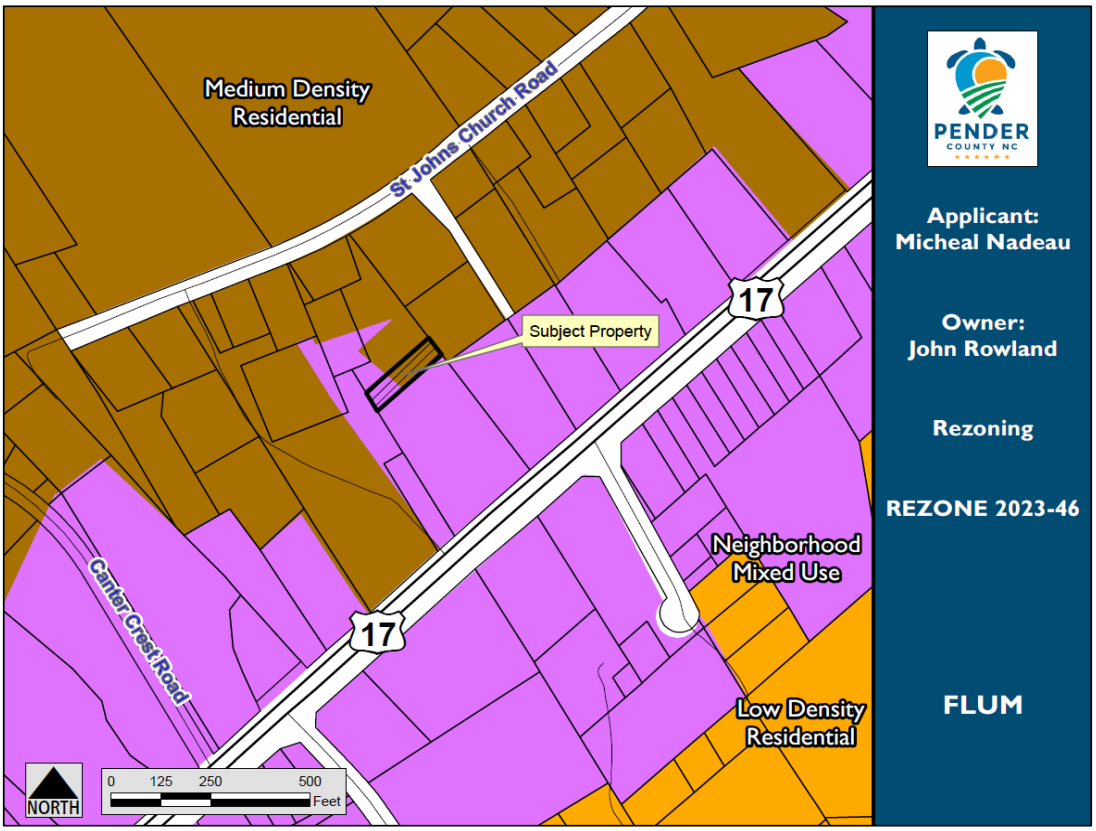


CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Vacant	RP, Residential Performance
East	Residential, Commercial	GB, General Business & RP, Residential Performance
South	Non-conforming Residential, Commercial	GB, General Business
West	Residential, Non-conforming Residential, Vacant	RP, Residential Performance & GB, General Business

Surrounding Zoning

The subject parcel is currently within the RP, Residential performance zoning district. Properties immediately adjacent to the subject property are currently zoned RP, Residential Performance and GB, General Business as indicated by the zoning map and table above.

Below: Future Land Use Map of the Area



Pender 2.0 Comprehensive Land Use Plan Compliance
The subject parcel is located within two Future Land Use Classifications; Neighborhood Mixed Use and Medium Density Residential, as shown on the Future Land Use Map above.

The Neighborhood Mixed Use future land use category is designed to allow a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The Neighborhood Mixed Use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three-mile radius. Land use and development within this category is closely coordinated with existing and planned roadway transportation networks, while encouraging bicycle and pedestrian access. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses.

Appropriate uses include neighborhood-scale retail, restaurant, and office establishments; religious and educational institutions; and higher-density single-family residences – attached and detached. Large-scale or intense commercial establishments, multi-family development, and

industrial operations are not appropriate. Building footprints are generally limited to 15,000 square feet in size or smaller.

The Medium Density Residential future land use category is established in areas that are typically in close proximity to supporting services and a mixture of development types. Appropriate uses include single-family dwellings, duplexes, community recreation and open space uses, and neighborhood-scale institutional facilities such as religious and civic organizations. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators.

The request to rezone the subject parcel to the General Business zoning district is consistent with the Neighborhood Mixed Use future land use classification but conflicts with the Medium Density Residential future land use classification. Staff finds that due to the size of the parcel and its proximity to other property zoned for commercial use, the consistency with the Neighborhood Mixed Use classification outweighs any inconsistencies presented by the Medium Density Residential classification. The Neighborhood Mixed Use classification is designed to provide a low intensity transitional use between commercial and residential neighborhoods. Additionally, the proposal is consistent with the spirit of the Medium Density Residential classification because the parcel will be in close proximity to supporting services and a mixture of development types.

In addition to consistency with the Future Land Use Map, the proposal was found to be consistent with the following three policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.
>
> **Policy 5.1.E: Compatible Development:** The County supports new commercial and multi-family developments that blend with surrounding neighborhoods and limit traffic, noise, and light impacts on existing residential uses.
>
> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

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.

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The proposed Zoning Map Amendment is partially consistent with the Future Land Use Map and is consistent with three policies within the Pender 2.0 Comprehensive Land Use Plan. Furthermore, the allowable uses within the requested zoning districts are compatible with the adjoining property to the southeast that is under common ownership. Therefore, Planning staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

At their March 7, 2023, meeting, the Pender County Planning Board voted unanimously (5-0) to recommend approval of the Zoning Map Amendment, finding the proposal to be consistent with surrounding zoning and land uses.

BOARD OF COMMISSONERS ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies and objectives in the Pender 2.0 Comprehensive Land Use Plan:

- **5.1.D: Focused Growth and Development**
- **5.1.E: Compatible Development**
- **5.1.K: Commercial Development**

The proposed rezoning is consistent with the Neighborhood Mixed Use and Medium Density Residential Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plan.

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
Buchanan	Pitts

APPROVED	DENIED	UNANIMOUS
Yes		Yes

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Absent	Absent	Yes	Yes	Yes

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA REZONE 2023-46	**Date**	2/15/2023
Application Fee	$ $500	**Invoice**	00031492
Pre-Application Conference	N/A	**Hearing Date**	PB 3.7.2023, BOCC 4.17.2023

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	MICHAEL NADEAU	**Owner's Name:**	JOHN ROWLAND
Applicant's Address:	P.O. BOX 56	**Owner's Address:**	130 LAKE DRIVE
City, State, & Zip	HAMPSTEAD, NC 28443	**City, State, & Zip**	DOWINGTON PA 19335
Phone Number:	910 620 1237	**Phone Number:**	484 886 5367
Email Address:	MIKE@CREATIVECOMMERCIAL.BIZ	**Email Address:**	JROWLAND@GMAIL.COM
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3293-54-0393-000 3293-54-2403-000	**Total property acreage:**	.27
Current Zoning District:	RP	**Proposed Zoning District:**	GB
Project Address:	1081 ST JOHNS CHURCH ROAD		
Description of Project Location:	BETWEEN HWY 17 AND ST JOHNS CHURCH ROAD		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	2/6/23
Applicant's Name Printed	MICHAEL NADEAU	**Date:**	
Owner's Signature	DocuSigned by: John Rowland	**Date:**	2/6/23
Owner's Name Printed	5956C4E5831F42... JOHN ROWLAND	**Date:**	

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

DocuSign Envelope ID: 2AD6E295-49AE-4E49-97F1-46ADD7F0A23E

REZONING NARRATIVE
FEBRUARY 7, 2023
ROWLAND TRACT

The subject parcel requesting rezoning is situated between St. Johns Church Road, all zoned Residential Performance (RP), and Highway 17, which has exclusively General Business zoning.

Currently, Parcel 3293-54-0393-0000 is split zoned, containing both GB and RA sections. And, the entire parcel is targeted in the Pender "Future Land Use Plan" as the commercial designation "Neighborhood Mixed Use".

On Parcel 3293-54-2403-0000, we request the GB zoning line be extended West 55', a total of .18 acres. This strip of land is located about 400' from Hwy 17 and 400' from St. John's Church Road. About half of this strip of land is targeted in the "Future Land Use Plan" to be the commercial designation "Neighborhood Mixed Use".

Michael Nadeau
Applicant

DocuSigned by:
John Rowland
John Rowland
Owner

BK 4806 PG 2764 - 2767 (4) DOC# 20112569
This Document eRecorded: 02/16/2023 11:16:35 AM
Fee: $26.00 DocType: DEED Tax: $50.00
Pender County, North Carolina
Sharon Lear Willoughby, Register of Deeds

Excise Tax $50.00
Parcel No.: Portion of 3293-54-2403-0000 & 3293-54-0393-0000

Delinquent taxes, if any, to be paid by Closing Attorney to the Pender County Tax Collector upon disbursement of closing proceeds.

This instrument was prepared by: Bailey & Busby, PLLC - **HAMPSTEAD OFFICE**
Return to: Grantee

Brief description for Index: .27 Acres, more or less, Rowland Tract

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this the 13 day of February, 2023, by and between:

"GRANTOR"	"GRANTEE"
John W. Rowland and wife, Lisa Rowland 130 Lake Dr Downign Town, PA 19335	**Gordon Investments, LLC, a North Carolina limited liability company** PO Box 56 Hampstead, NC 28443

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

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.

Submitted electronically by "Bailey & Busby, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pender County Register of Deeds.

WITNESSETH

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

SEE ATTACHED EXHIBIT 'A'

Being a portion of the property acquired by Grantor(s) by instrument recorded in Book 4600, Page 185, 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) Ad valorem taxes for 2023 and subsequent years;
(2) General utility service easements and rights of way of record;
(3) Matters shown on maps recorded in the local County Registry;
(4) Applicable local, county, state or federal government laws or regulations relative to environment, zoning, subdivision, occupancy, use or construction of the subject property;

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, the day and year first above written.

John W. Rowland

Lisa Rowland

State of PENNSYLVANIA	NOTARY SEAL:
County of Chester	
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: John W. Rowland and Lisa Rowland. Witness my hand and Official Seal on this Date shown. Date: 2/13/23 Notary Public	Commonwealth of Pennsylvania - Notary Seal MARY BETH DeABREU, Notary Public Chester County My Commission Expires June 29, 2026 Commission Number 1036534 My Commission Expires: 6-29-2026

EXHIBIT "A"

Hanover Design Services, P.A.

Land Surveyors, Engineers, Land Planners

January 18, 2023

Re: Re-Zoning Part of the John Rowland Tract

Being a certain parcel or tract of land lying and being in Topsail Township, Pender County, North Carolina and being part of that property described in book 4623 page 2866 records of the Pender County Register and being more particularly described as follows:

Beginning at an iron at the northeastern corner of the Gordon Investments LLC tract (book 4726 page 2688), said iron begin located the following bearings and distances from the center line intersection of U.S. Highway 17 (100' public right of way) and Williams Love Grove Church Road (60' public right of way) S 64-18-46 W 176.12' to the southeastern corner of said Gordon Investments LLC tract thence with the eastern line of said tract N 36-49-19 W 96.38' to an iron, thence N 36-42-54 W 249.95' to an iron thence N 37-41-41 W 23.83' to the beginning point: Proceed from said point of beginning and with the northern line of the Gordon Investments, LLC tract S 48-00-00 W 217.56 ft. to an iron at the northwestern corner of said Gordon Investments, LLC tract thence with the western line of said tract Rowland tract N 30-53-51 W 55.15' to an iron, thence with a new line N 48-00-00 E 211.81' to an iron in the eastern line of said Rowland tract, thence with said eastern line S 36-51-21 E 54.34' to the point of beginning and containing 0.27 acres.

All bearings are relative to book 4726 page 2688

1/18/23

Jonathan L. Wayne PLS 3391

NORTH CAROLINA PROFESSIONAL SEAL L-3391 LAND SURVEYOR Jonathan L. Wayne

1123 Floral Parkway Wilmington, N.C. 28403 Phone (910) 343-8002 Fax (910) 343-9941

Business Firm License No. C-0597

MAP OF RECOMBINATION

Gordon Investments, LLC

TOPSAIL TOWNSHIP, PENDER COUNTY, NORHT CAROLINA

OWNER: GORDON INVESTMENTS, LLC
PO BOX 56
HAMPSTEAD, NC 28443

DATE: MARCH 14, 2023

NORTH CAROLINA PROFESSIONAL SEAL L-3391 LAND SURVEYOR JONATHAN L. WAYNE

CERTIFICATE OF ACCURACY AND MAPPING

I, JONATHAN L. WAYNE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS NOTED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS NOTED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 20,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS____DAY OF _____2023. A.D.

_____
JONATHAN L. WAYNE PLS L-3391

THIS PLAT IS A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____ A.D., _____.

_____
JONATHAN L. WAYNE PLS L-3391

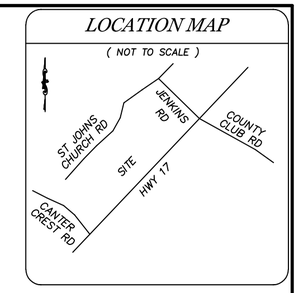
STATE OF NORTH CAROLINA
COUNTY OF _____

I,_____REVIEW OFFICER OF _____COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____ REVIEW OFFICER _____

Preliminary

LOCATION MAP
(NOT TO SCALE)



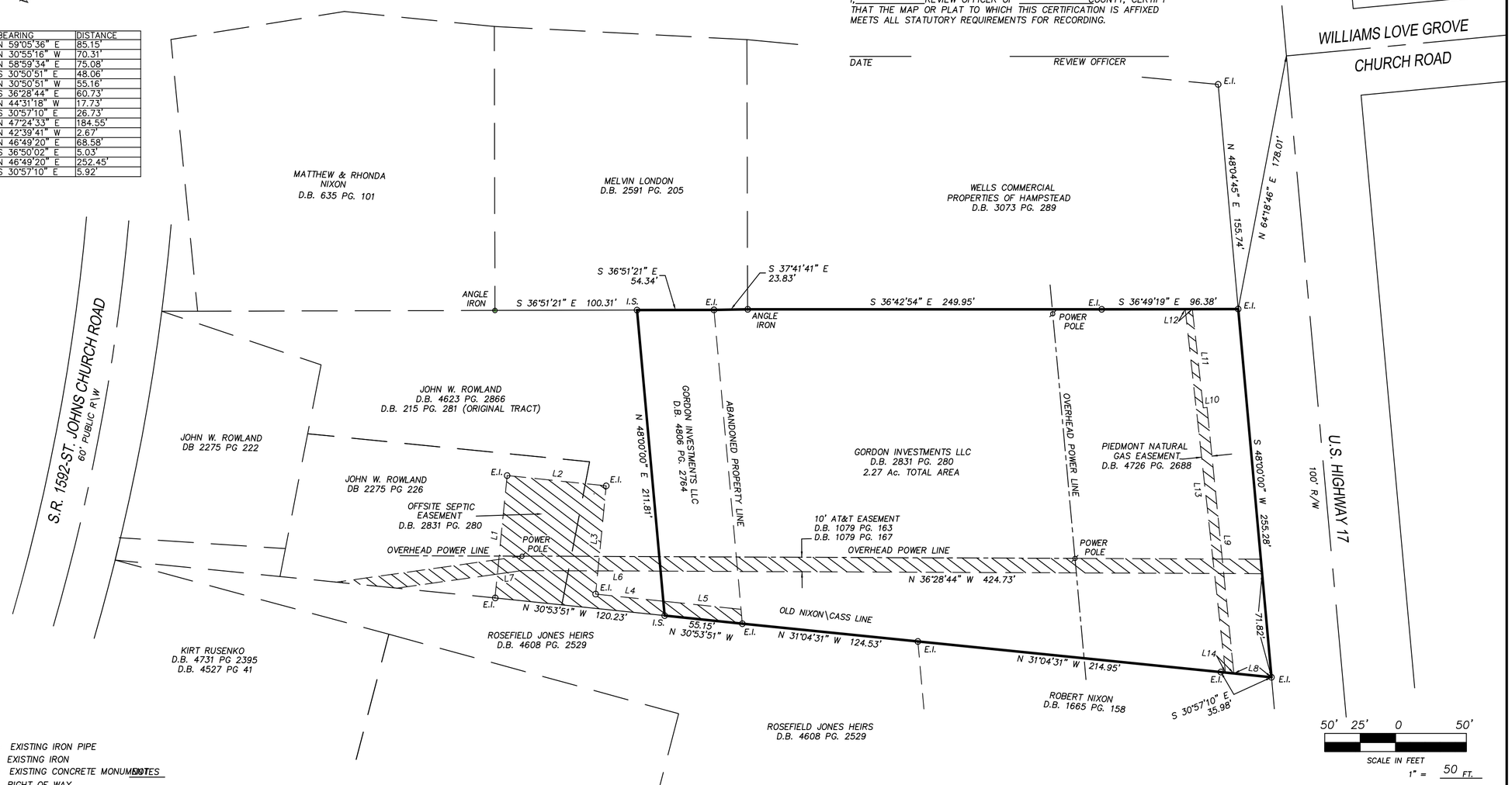
CERTIFICATE OF OWNERSHIP, DEDICATION, AND JURISDICTION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF RECOMBINATION.

DATE _____ SIGNATURE _____

MAG. DB 2831 PG. 280

LINE	BEARING	DISTANCE
L1	N 59°05'36" E	85.15'
L2	N 30°55'16" W	70.31'
L3	N 58°59'34" E	75.08'
L4	S 30°50'51" E	48.06'
L5	N 30°50'51" W	55.16'
L6	S 36°28'44" E	60.73'
L7	N 44°31'18" W	17.73'
L8	S 30°57'10" E	26.73'
L9	N 47°24'33" E	184.55'
L10	N 42°39'41" W	2.67'
L11	N 46°49'20" E	68.58'
L12	S 36°50'02" E	5.03'
L13	N 46°49'20" E	252.45'
L14	S 30°57'10" E	5.92'



LEGEND

E.I.P. = EXISTING IRON PIPE
E.I. = EXISTING IRON
E.C.M. = EXISTING CONCRETE MONUMENT
R\W = RIGHT OF WAY
C.P. = COMPUTED POINT

PROPERTY LINE
CENTERLINE
EASEMENT
COMPUTED PROPERTY LINE

NOTES

1. AREA COMPUTED BY COORDINATE METHOD
2. ALL DISTANCES ARE HORIZONTAL
3. FOR REFERENCE SEE AS NOTED
4. SURVEYED DEC. 2022
5. PARCEL 3293-54-2291-000

50' 25' 0 50'
SCALE IN FEET
1" = 50 FT.

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

NORTH CAROLINA COUNTY_____
THE FOREGOING CERTIFICATE OF_____NOTARY PUBLIC IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS _____DAY OF 2023; AT_____O'CLOCK _____, AND DULY RECORDED IN MAP BOOK _____PAGE _____

BY: _____

HANOVER DESIGN SERVICES, P.A.
LAND SURVEYORS ENGINEERS LAND PLANNERS
1123 FLORAL PARKWAY
WILMINGTON, N.C. 28403
PHONE: (910) 343-8002
FAX: (910) 343-9941
FIRM CERTIFICATE C-0597

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**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		D	D	P		D					
Accessory Dwelling on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	

Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	
Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	

Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											

Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			
Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		

Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				
Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		

All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	

Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	
Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		

Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

REQUEST FOR BOARD ACTION

ITEM NO. REZONE 2023-46

DATE OF MEETING: April 17, 2023

REQUESTED BY: Daniel Adams, Planning & Community Development Director

SHORT TITLE: Resolution Requesting Approval of a Zoning Map Amendment from the RP, Residential Performance zoning district to the GB, General Business zoning district.

BACKGROUND: Michael Nadeau, applicant and owner, is requesting the approval of a Zoning Map Amendment to rezone approximately 0.27 acres of land from the RP, Residential Performance zoning district to the GB, General Business zoning district. The subject property is located on US HWY 17 south and west of its intersection with Williams Love Grove Church Road. The subject property is located within the Topsail Township and may be further identified by Pender County PIN 3293-54-2327-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Zoning Map Amendment from the RP, Residential Performance zoning district to the GB, General Business zoning district.

RESOLUTION

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

On April 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a Zoning Map Amendment, as described herein. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Newton ___ McCoy ___ George ___ Groves ___ Fletcher-Hardee___

_____ _____
Jacqueline Newton, Chair Date

_____ _____
ATTEST Date
Clerk to Board, David Andrews

County Seal:

Pender County
SUP 2023-42: Special Use Permit request for Real Estate and Rental and Leasing use in the Topsail Township

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	April 17, 2023
SUBJECT:	SUP 2023-42: Special Use Permit request for Real Estate and Rental and Leasing use in the Topsail Township

SUMMARY:
Hugh A. Cannady, applicant and owner, is requesting the approval of a Special Use Permit to allow for the construction of two mini storage buildings under NAICS Code 53, Real Estate and Rental and Leasing. The use is proposed on approximately 2 acres within the RP, Residential Performance zoning district. The subject property is located on NC Hwy 50 approximately 800 feet south of the intersection of NC Hwy 50 and Mill Creek Road in the Topsail Township and may be further identified by Pender County PIN 4236-31-2974-0000.

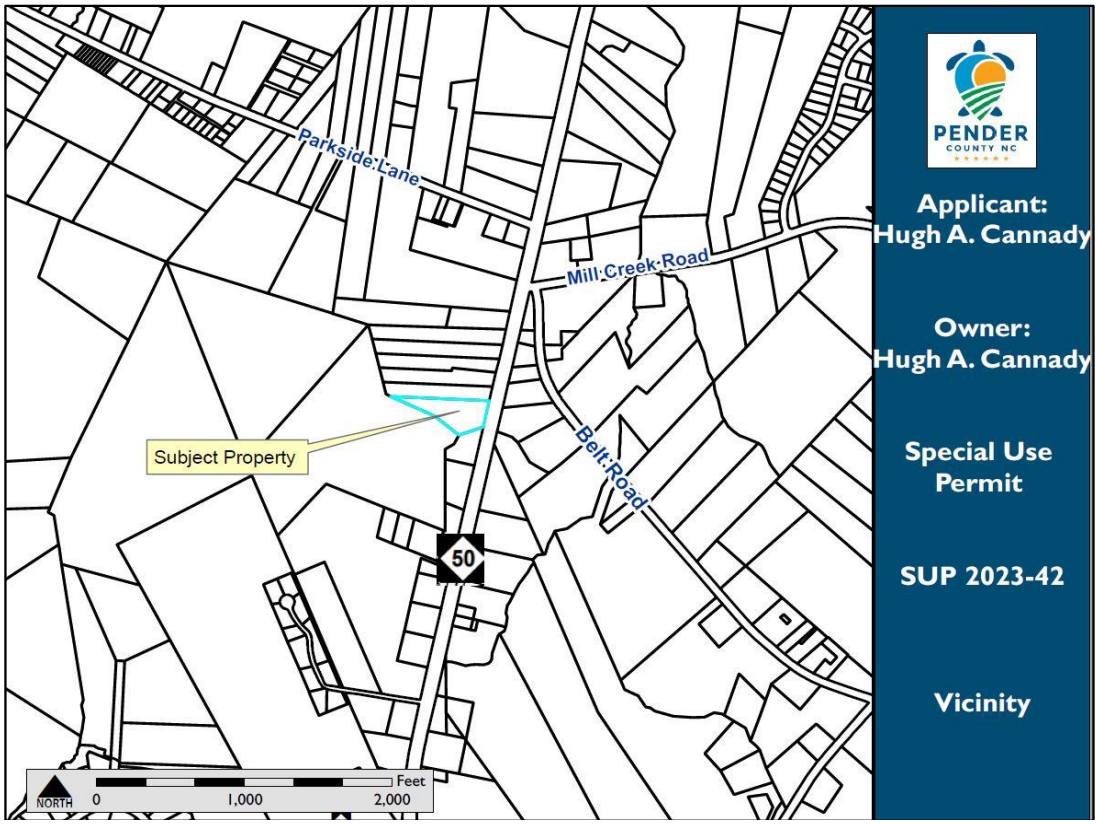
ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. Board Action Form

STAFF REPORT FOR SUP 2023-42
SPECIAL USE PERMIT APPLICATION

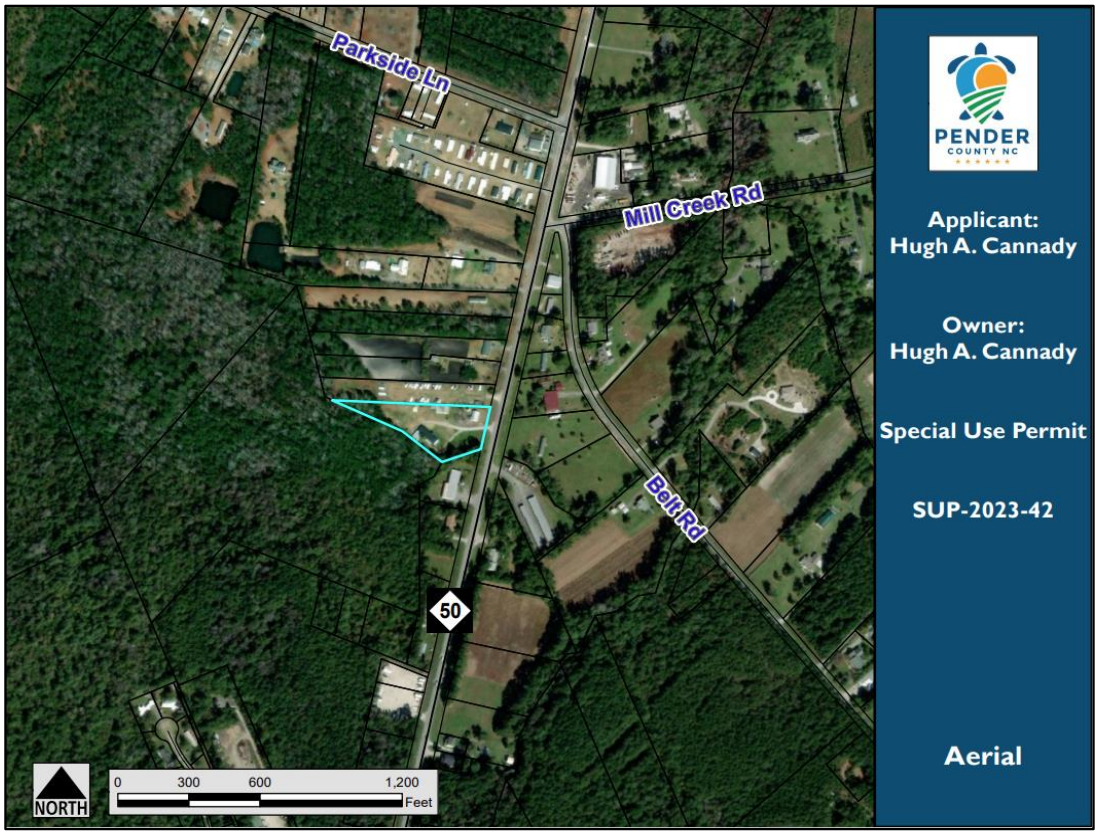
APPLICATION SUMMARY	
Case Number	SUP 2023-42
Hearing Date	April 17, 2023 Board of County Commissioners
Applicant	Hugh A. Canady
Property Owners	Hugh A. Canady
Parcel Identification Number	4236-31-2974-0000
Acreage	2.01
Township	Topsail
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Medium Density Residential

SPECIAL USE PERMIT PROPOSAL
Hugh A. Cannady, applicant and owner, is requesting the approval of a Special Use Permit to allow for the construction of two mini storage buildings under NAICS Code 53, Real Estate and Rental and Leasing. The use is proposed on approximately 2 acres within the RP, Residential Performance zoning district.
LOCATION
The subject property is located on Hwy 50 approximately 800 feet south of the intersection NC Hwy 50 and Mill Creek Road in the Topsail Township and may be further identified by PIN 4236-31-2974-0000.

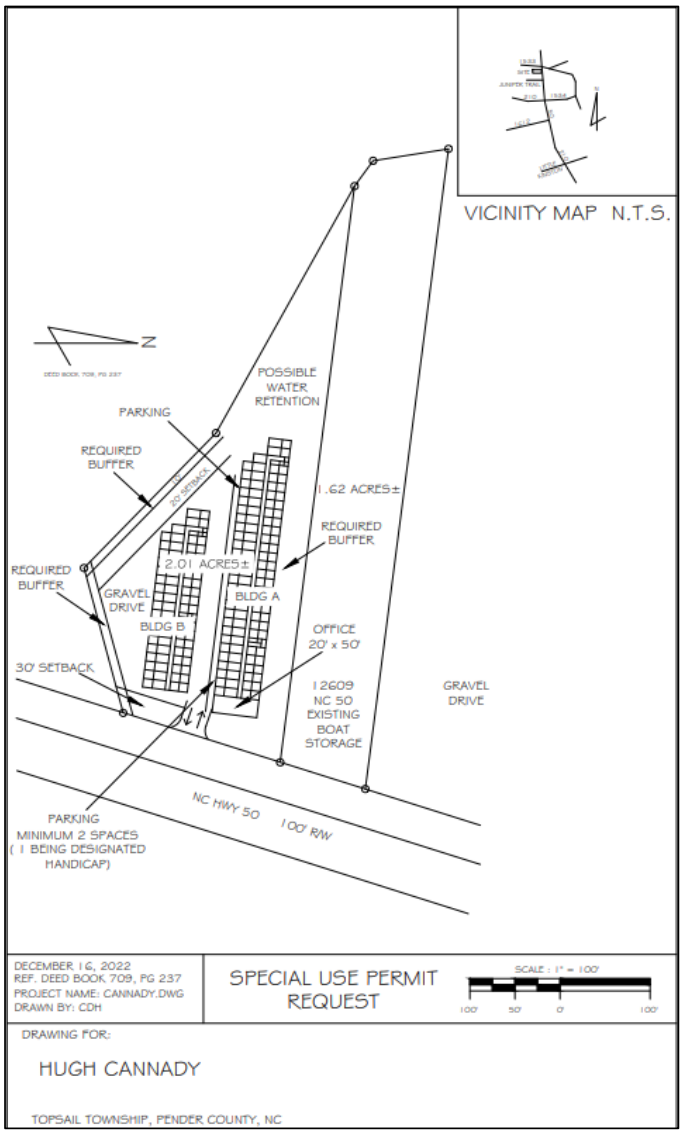


SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Special Use Permit in order to construct two storage buildings, with one totaling approximately 15,000 sq ft and consisting of 120 storage units, and the other totaling approximately 10,500 sq ft and consisting of 105 storage units. According to the applicant, both buildings will consist of 50% climate-controlled units and 50% non-climate-controlled units with security lights attached to the exterior of the building. The subject property is in the RP, Residential Performance, zoning district. The applicant is proposing to use the self-storage buildings for the storage of personal belongings and no storage of chemicals or hazardous materials. According to the applicant's submitted narrative, there will be one employee on site.


Parkside Ln
Mill Creek Rd
Belt Rd
50
NORTH
0 300 600 1,200
Feet
PENDER
COUNTY NC
Applicant:
Hugh A. Cannady
Owner:
Hugh A. Cannady
Special Use Permit
SUP-2023-42
Aerial

Below: Applicant's Site Plan



Hours of Operation

Within the applicant's narrative, no specific hours of operation are stated, however, the applicant is proposing the storage facility be accessible during daytime hours.

Access

The site is accessed using Hwy 50. The applicant will be required to obtain a driveway permit from NCDOT in order to access the property based on the proposed use.

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.

NCDOT Average Annual Daily Traffic (AADT)

Road	Location	Volume	Capacity	V/C
HWY 50	Between Mill Creek Rd and Juniper Trial	11,500	15,900	0.72

[1]*Information based off* ***NCDOT Average Annual Daily Traffic (AADT) 2020***
[2]*Information for Capacity is planned capacity.*

Because a Traffic Impact Analysis is not required to be completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for Hwy 50 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, Hwy 50 in this area has the capacity to handle anticipated traffic volume increases associated with the proposed Special Use Permit.

Landscaping and Buffers

Developments in commercial districts are required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject site will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when a site-specific development plan is submitted. Given the size of the property and the size of the development the buffers are subject to change in accordance with Section 8.2.2 Location Exception.

Required Buffers	
Buffer Type	**Location of Buffer**
Type B	Along South property line (side)
Type A	Along East property line (front)
Type B	Along North property line (side)
Type D	Along West property (rear)

Signage

Signage is not being proposed at this time. 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 currently has water and power and no sewer will be needed. Water is currently provided to the property by PCU and power is provided by Jones-Onslow Electric Membership Corporation (JOEMC). However, if this Special Use Permit is approved, all proposed utility systems are subject to review and approval by all required review agencies.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any 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 not contain any Areas of Environmental Concern (AEC)[4].

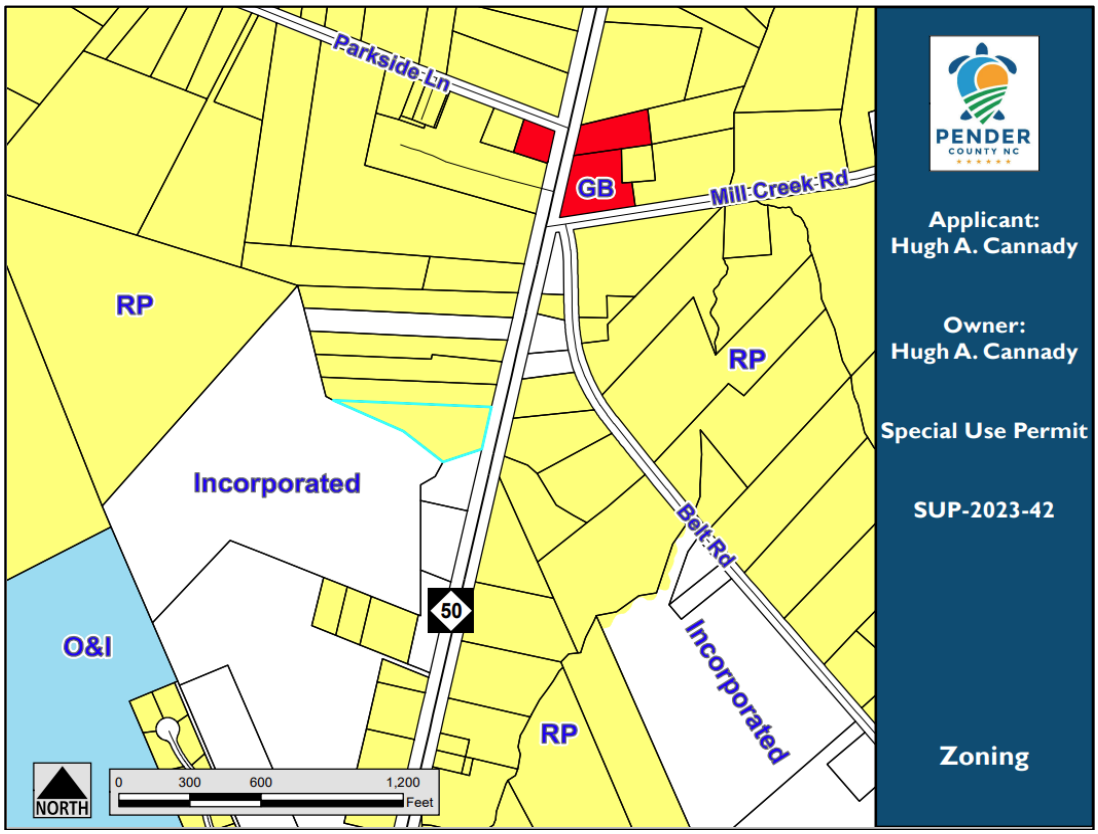
[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Basis for Granting SUP
Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance.

Zoning and Existing Land Use in Area
There are currently three structures on the property. Two are residential structures and one is a garage that is used as a mechanic shop. Within the applicant's narrative, they have indicated that these structures would be removed prior to construction of the proposed mini storage buildings. Much of the immediately surrounding area consists of various commercial uses, including existing storage facilities, with some residential uses in the vicinity.

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Commercial Storage	RP, Residential Performance
East	Commercial, Residential	RP, Residential Performance
South	Commercial	Incorporated
West	Undeveloped	Incorporated

Unified Development Ordinance Compliance

The subject property is zoned RP, Residential Performance zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Real Estate and Rental and Leasing 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**
Real Estate and Rental and Leasing	**53**										
Real Estate and Rental and Leasing		S	**S**			P	P	P	P	P	

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Medium Density Residential. The Medium Density Residential future land use category is established in areas with proximity to supporting services and a mixture of development types. Appropriate uses are single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Although this category is established to primarily include residential uses, some non-residential uses may be consistent if included within master planned communities with well-integrated neighborhood-scale commercial and office uses. The Pender 2.0 Comprehensive Land Use Plan defines "neighborhood scale" as development that conforms to the neighborhood fabric, and the footprint of neighborhood scale structures is typically limited to 15,000 square feet with parking facilities less than 20,000 square feet in area. Inappropriate uses for the Medium Density Residential future land use category are industrial and manufacturing uses, along with commercial office uses not located within a master planned community.

Planning staff finds the proposed request to be inconsistent with the Future Land Use Map (FLUM) classification for the property as the Medium Density Residential designation only supports commercial development when part of a Master Development Plan. However, the proposed Special Use Permit application was found to conform with much of the surrounding area and is supported by one policy within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.
The proposed SUP appears to not be consistent with the goal, objectives, or policies within the Pender 2.0 Comprehensive Land Use Plan.

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.

4

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP 2023-42	**Date**	2/22/2023
Application Fee	$ 300	**Invoice Number**	00031832
Pre-Application Conference	N/A	**Hearing Date**	4/17/2023

SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Hugh A. Cannady	**Owner's Name:**	Hugh A. Cannady
Applicant's Address:	104 Abigail Ct.	**Owner's Address:**	104 Abigail Ct.
City, State, & Zip	Surf City, NC 28445	**City, State, & Zip**	Surf City, NC 28445
Phone Number:	910-389-1688	**Phone Number:**	910-389-1688
Email Address:	hughcannady@charter.net	**Email Address:**	hughcannady@charter.net
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	4236-31-2974-0000	**Total property acreage:**	2.01
Zoning Classification:	RP	**Acreage to be disturbed:**	< 1 acre
Water Provider:	Pender County	**Wastewater Provider:**	Septic
Project Address:	12631 NC-50, Holly Ridge, NC 28445	**NAICS Code:**	53
Description of Project Location:	West side of NC-50 just south of Mill Creek Rd.		
Describe activities to be undertaken on project site:	Land prep and construction of mini-storage buildings.		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	2-24-23
Applicant's Printed Name:	Hugh A. Cannady	**Date:**	2-24-2023
Owner's Signature		**Date:**	2-24-23
Owner's Printed Name:	Hugh A. Cannady	**Date:**	2-24-2023

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.**

7

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:

Project Narrative:
Self-Storage buildings at 12631 NC-50

Property location is on NC-50 approximately .14 of a mile south of Mill Creek Rd. (SR-1588) and .80 of a mile north of NC-210. The physical address of the property is 12631 NC-50. Access to the project will be a 40' driveway with an approved NCDOT drain culvert.

This parcel is approximately 2.01 acres and currently there are three structures on the property, two residential structures and a garage building. My request for a special use permit is to remove the current structures from the property and to construct two self-storage buildings in their place.

Proposed project would consist of two buildings, Building (A) is approximately 15,000 square feet. (120 Units). Building (B) is approximately 10,500 square feet. (105 units) storage building, both consisting of 50% climate-controlled units and 50% non-climate-controlled units with security light attached to the exterior of the building. If special use permit is approved a certified engineer will be contracted to create a site plan and determine the exact dimensions of the buildings to be within the guidelines of the Pender County Planning Board. When completed, this project will be a neat and professionally maintained facility where people can store their personal belongings in a safe secure storage unit. There will be no storage of chemicals or hazardous materials. Hours of operation will be daytime hours, in order to give customers, the time needed to access the units to secure and later retrieve their belongings when needed. There would be one employee on site. Each customer will have access to the secured area.

The use requested for my proposal is listed among the special uses within this district. My requested use will not impair the integrity or character of the surrounding or adjoining district, nor adversely affect the safety, health, morals, or welfare of the community. Self-storage is consistent and conforms to businesses in this area. The adjacent property to the north is a boat storage business, that I own and obtained a special use permit to operate. The adjacent property to the south is a large metal warehouse building. The property directly across NC-50 to the east is currently a self-storage business consisting of 2 buildings for a total of 80 units. This project use would not constitute a nuisance

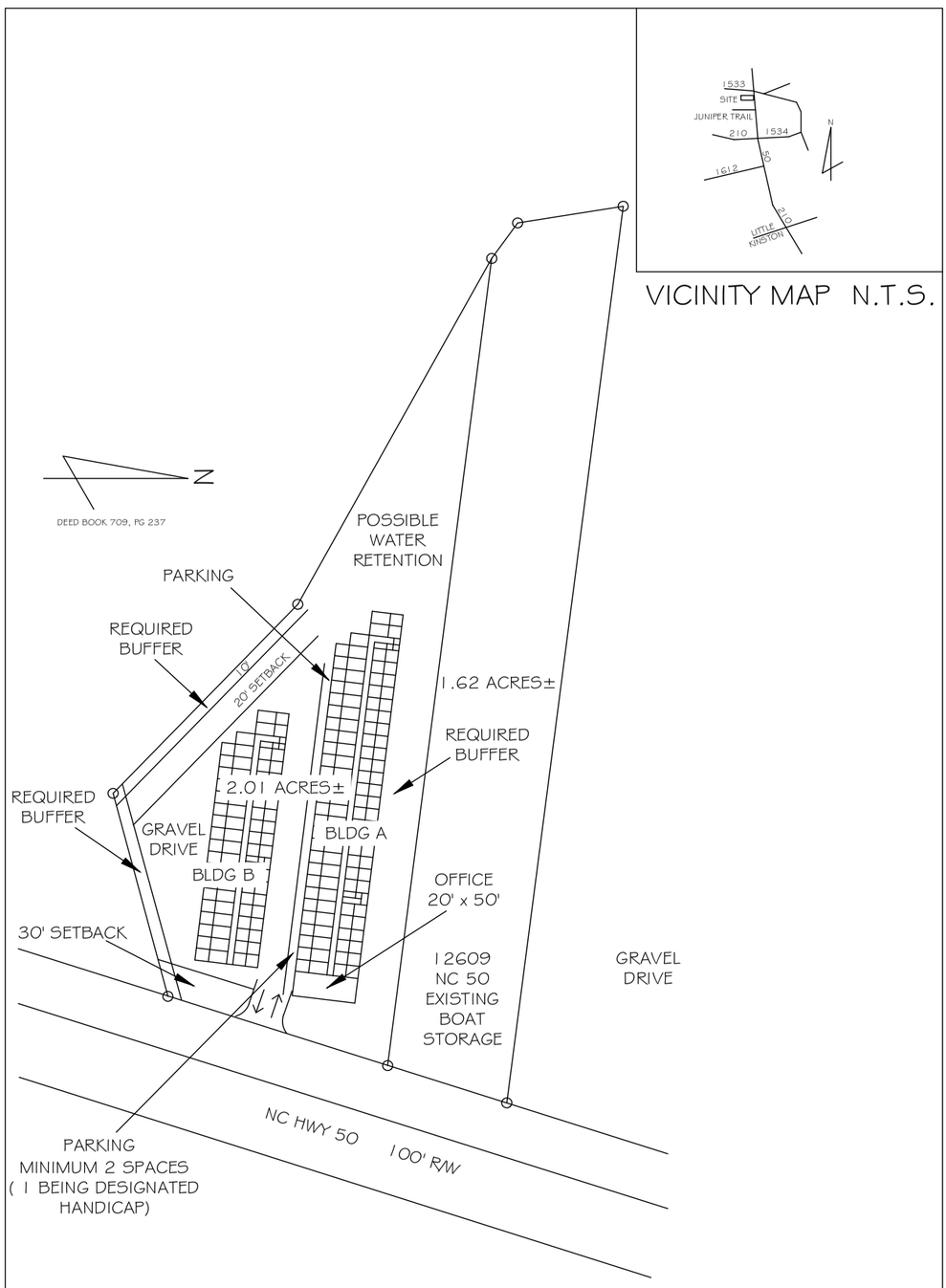
or hazard. The requested use for this project will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners. There would not be any noticeable changes to traffic on NC-50 due to this project, tenants of self-storage units tend to sporadically access these facilities when needed, usually while conducting their routine commute.

Site preparation for this construction will consist of 1). Silt fence installed around disturbed area. 2). Rip Rap for sediment control where needed. 3). Temporary construction entrance if needed. 4). Haul in and compact fill dirt as specified by engineer. 5). Haul in and grade ABC gravel around the building to provide a driveway/parking area. 6). Identify and construct a water retention area per engineer and N.C. State regulations. 7). A concrete slab will be poured, and metal building will be erected. 8). Landscape buffers and set back will be in accordance with Pender County's established regulations. All construction will be overseen by a N.C. licensed General Contractor and performed within the guidelines of an engineer's and or architect's designs to be consistent with Pender County's planning and community development plan. Proposed access to the project will be a 40' driveway with an approved NCDOT drain culvert.

There will be no need for sewer with this project. Pender county currently provide water service to this property. I plan to continue with Pender County utilities to provide water to the site. JOEMC currently provide electric utilities to this property. I plan to continue with JOEMC to provide electricity.

State permits required as I know are, Storm water related and driveway related permits. I know of no federal permits required for this project.

My wife and I have lived in Pender County now for over 25 years. The North Carolina State Highway Patrol assigned me here for my first duty station, and the Topsail Island area is our home. We have observed the increase in residential neighborhoods and the increased population of year-round residents in our area. Home construction in the coastal area of Pender County is not conducive to homes with basements for additional storage. My proposed project would give the residents in our area a safe, secure, and convenient space to store their possessions.



DECEMBER 16, 2022
REF. DEED BOOK 709, PG 237
PROJECT NAME: CANNADY.DWG
DRAWN BY: CDH

SPECIAL USE PERMIT REQUEST

SCALE : 1" = 100'

100' 50' 0' 100'

DRAWING FOR:

HUGH CANNADY

TOPSAIL TOWNSHIP, PENDER COUNTY, NC

REQUEST FOR BOARD ACTION

ITEM NO. SUP 2023-42

DATE OF MEETING: April 17, 2023

REQUESTED BY: Daniel Adams, Planning & Community Development Director

SHORT TITLE: Resolution Requesting Approval of a Special Use Permit to allow for the construction of two mini storage buildings under NAICS Code 53, Real Estate and Rental and Leasing.

BACKGROUND: Hugh A. Cannady, applicant and owner, is requesting the approval of a Special Use Permit to allow for the construction of two mini storage buildings under NAICS Code 53, Real Estate and Rental and Leasing. The use is proposed on approximately 2 acres within the RP, Residential Performance zoning district.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Special Use Permit that allows for the construction and operation of two mini storage buildings.

RESOLUTION

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

On April 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a request to approve Special Use Permit, as described herein. The Chairperson/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Newton ___ McCoy ___ George ___ Groves ___ Fletcher-Hardee___

_____ _____
Jacqueline A. Newton, Chairwoman Date

_____ _____
ATTEST Date
Clerk to Board

County Seal:

Pender County
SUP 2023-43: Special Use Permit request for a Civic and Social Organization in the Topsail Township

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	April 17, 2023
SUBJECT:	SUP 2023-43: Special Use Permit request for a Civic and Social Organization in the Topsail Township

SUMMARY:
American Legion Post 167, applicant, on behalf of Advance Design Build LLC, owner, is requesting the approval of a Special Use Permit for a Civic and Social Organization under the 813410 NAICS Code that would allow for the construction of a 5,000 square foot building with associated parking. The use is proposed within the RP, Residential Performance zoning district. The subject properties are located between NC Hwy 210 and Peanut Road, approximately 600 feet East of the intersection of NC Hwy 210 and Peanut Road in the Topsail Township and may be further identified by Pender County PINs 3282-69-1881-0000 and 3282-69-0669-0000.

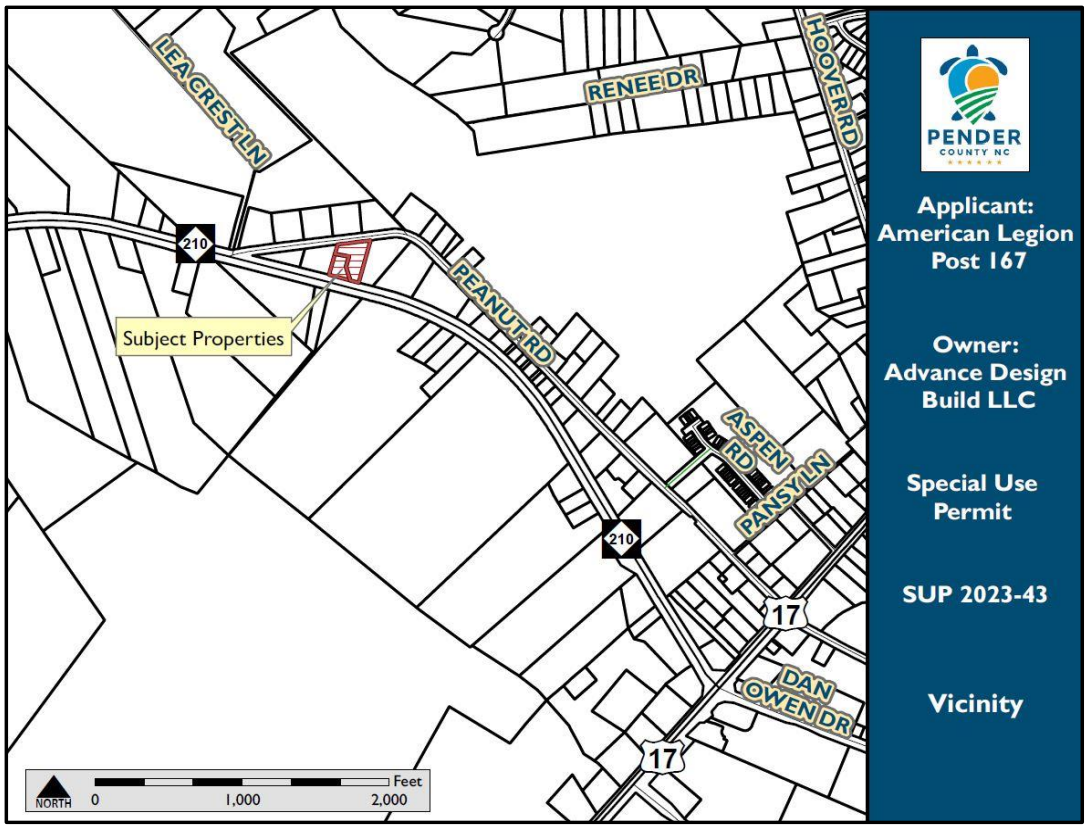
ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. Purchase Contract
6. Board Action Form

STAFF REPORT FOR SUP 2023-43
SPECIAL USE PERMIT APPLICATION

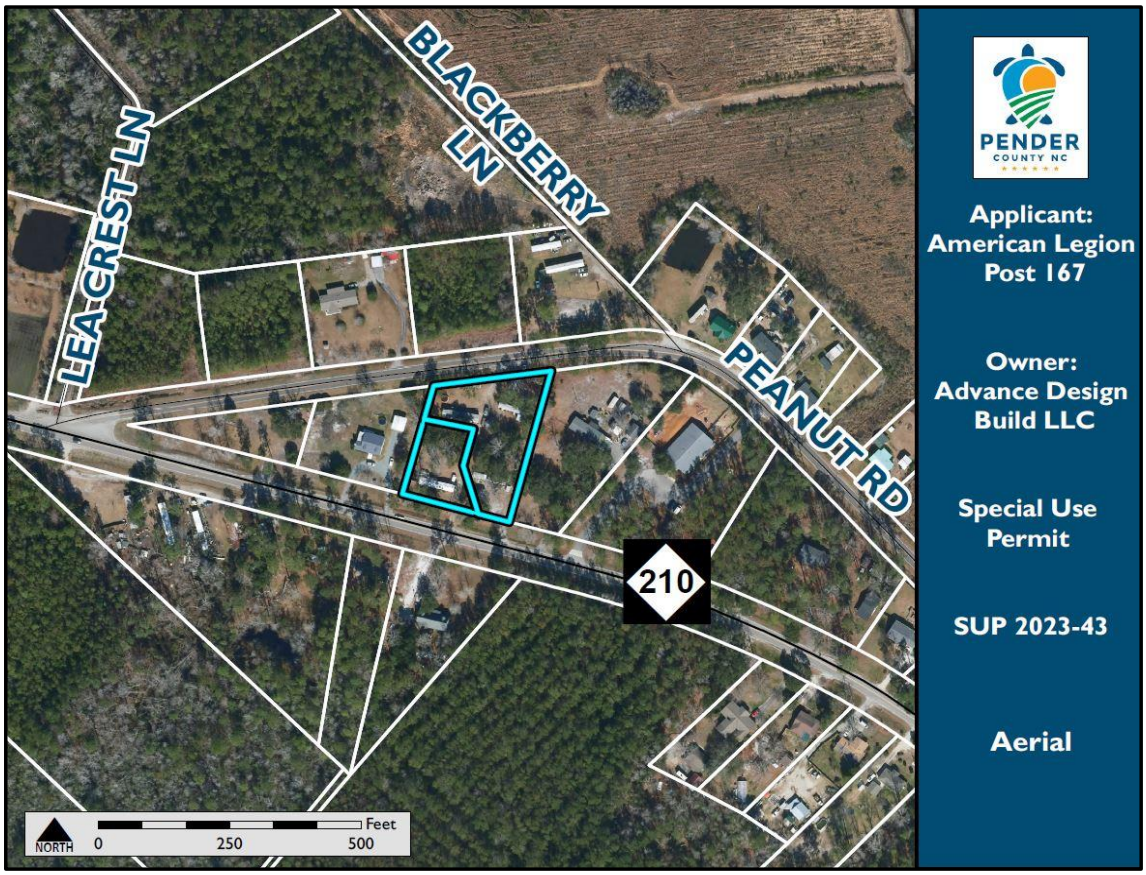
APPLICATION SUMMARY	
Case Number	SUP 2023-43
Hearing Date	April 17, 2023 Board of County Commissioners
Applicant	American Legion Post 167
Property Owner	Advance Design Build LLC
Parcel Identification Number	3282-69-0669-0000, 3282-69-1881-0000
Acreage	1.26
Township	Topsail
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Medium Density Residential

SPECIAL USE PERMIT PROPOSAL
American Legion Post 167, applicant, on behalf of Advance Design Build LLC, owner, is requesting the approval of a Special Use Permit for a Civic and Social Organization under the 813410 NAICS Code that would allow for the construction of a 5,000 sq ft building with associated parking. The use is proposed within the RP, Residential Performance zoning district.
LOCATION
The subject properties are located between NC Hwy 210 and Peanut Road, approximately 600 feet East of the intersection of NC Hwy 210 and Peanut Road in the Topsail Township and may be further identified by PIN 3282-69-1881-0000 and 3282-69-0669-0000.



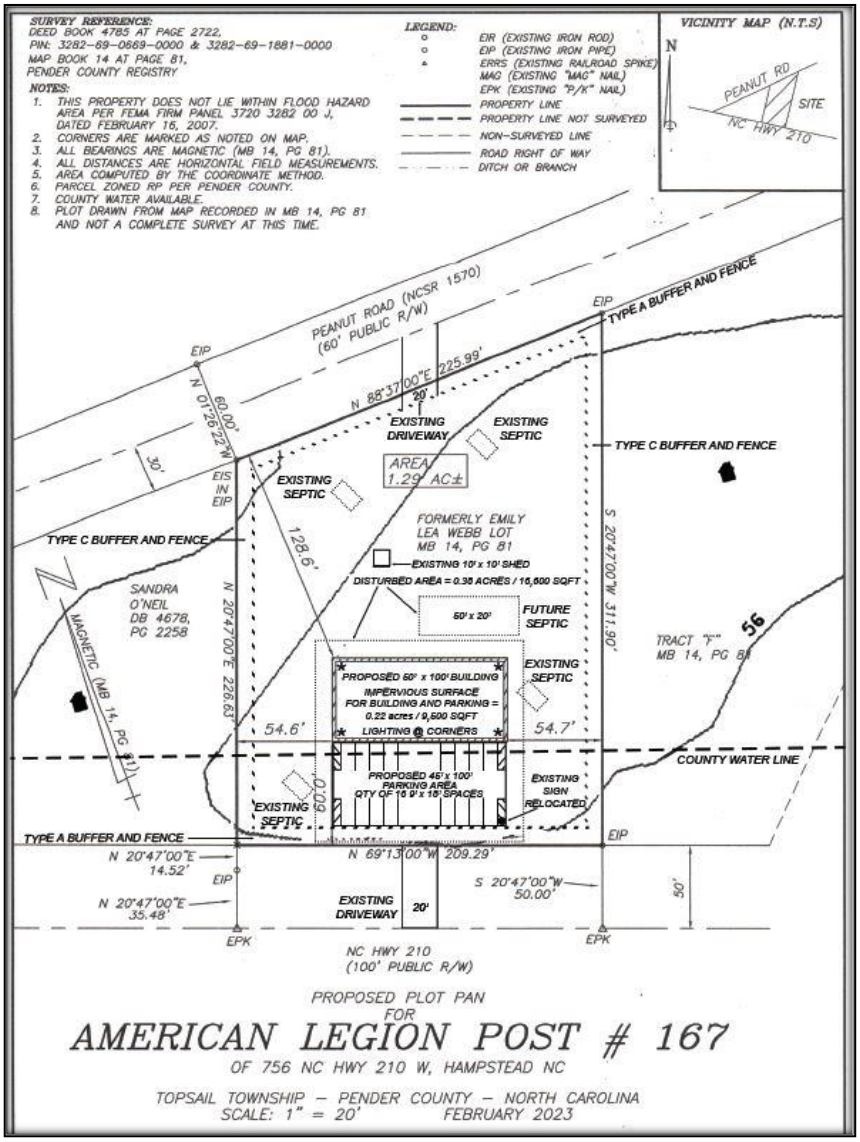
SPECIAL USE PERMIT PROPOSAL

The applicant, American Legion Post 167, is seeking to obtain a Special Use Permit in order to construct a 5,000 sq ft building with associated parking and utility infrastructure. According to the applicant's narrative, civic activities that would occur include events to mentor youth and sponsorship of wholesome programs in the nation's communities, advocating patriotism and honor, promoting strong national security, and continued devotion to fellow servicemembers and veterans. The proposed 5,000-sf building would be located between NC Hwy 210 and Peanut Road approximately 600 feet east of the intersection of NC Hwy 210 and Peanut Road.



According to the applicant's submitted narrative, the property would be primarily used during nightly gatherings of members between the hours of 7am-9pm, with average attendance of 6-12 persons, and occasional indoor events (e.g. fundraisers, holiday celebrations) in the building's event hall between the hours of 5pm to 10pm. The applicant has stated that the maximum event participation can be up to 120 people.

Below: Applicant's Site Plan (Attachment 1)



Access

The site is accessed using both NC Hwy 210 and Peanut Road. Existing driveway access from both NC Hwy 210 and Peanut Road will be used per the applicant's site plan. Driveway Permit approval for the proposed project will be determined by NCDOT.

Traffic

A Traffic Impact Analysis (TIA) will be required if 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. It is unknown at this time whether or not a TIA will be required. Any road improvements will be to NCDOT standards.

NCDOT Average Annual Daily Traffic (AADT)

Road	Location	Volume	Capacity	V/C
NC 210	Between Lea Crest Lane and US 17	10,000	17,375	0.58

[eat] *Information based off* ***NCDOT Average Annual Daily Traffic (AADT) 2021***

Landscaping and Buffers

Commercial developments in residential districts are required to provide specific buffers along the certain parcel boundaries on the subject property. As proposed, the subject site will be required to meet the landscaping and buffering standards outlined in the table below. If approved, landscaping and buffering will be evaluated when a site-specific development plan is submitted. Given the size of the property and the size of the development the buffers are subject to change in accordance with Section 8.2.2, Location Exception.

Required Buffers	
Buffer Type	**Location of Buffer**
Type A	Along Southern property line (Hwy 210 Road Frontage)
Type C	Along Eastern property line
Type A	Along Northern property line (Peanut Road Frontage
Type C	Along West property line

Signage

According to the applicant's narrative, American Legion Post167 would repurpose its current sign and flagpole, located at 16660 US Highway 17. All proposed signage shall be required to be in conformance with the standards outline in Article 9 of the Unified Development Ordinance.

Utilities

The applicant is proposing to utilize an onsite septic system as the wastewater provider for the project and connect to Pender County Utilities (PCU) for water service. The electrical provider in the area is Duke Energy, however, all utilities will be further evaluated during the site development phase.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain Special Flood Hazard Areas[1].
Wetlands	The subject properties do not contain wetlands[2,3]. No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which may not be required prior to any administrative approvals.
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

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance.

Zoning and Existing Land Use in Area

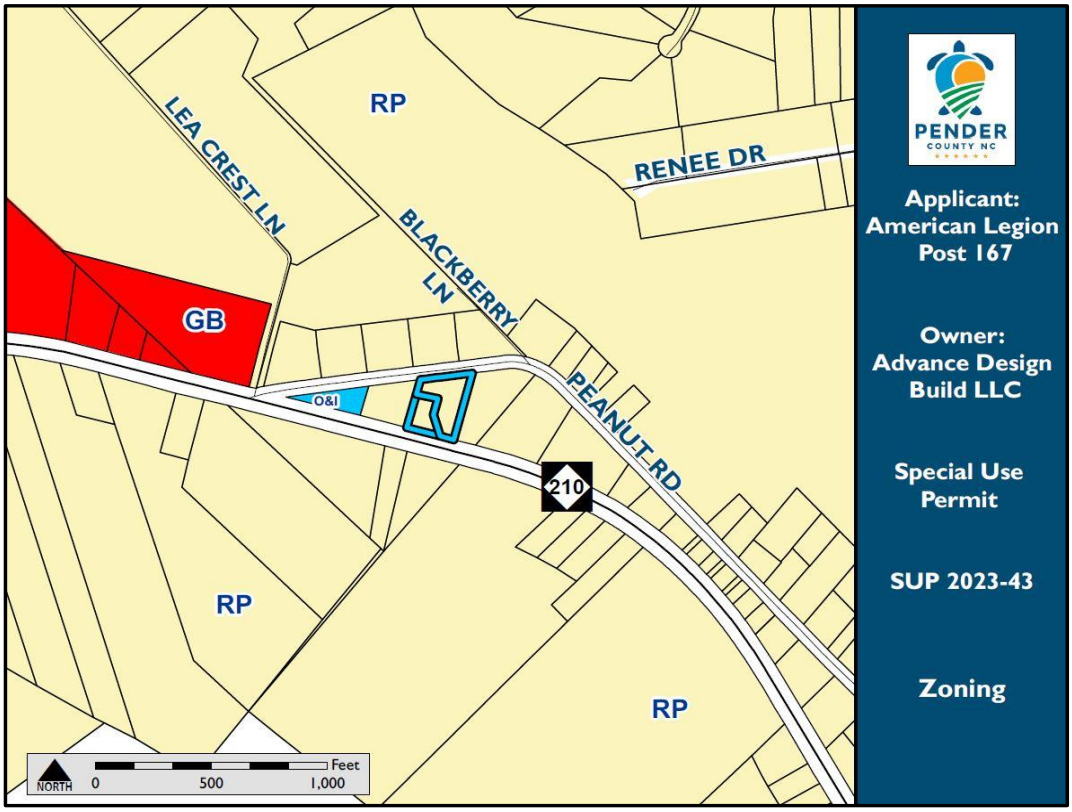
The subject property currently has one existing structure (10 ft x 10 ft storage shed), which will be demolished according to the applicant. Surrounding zoning consists of RP, Residential Performance and the surrounding land uses are primarily residential.

CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential	RP, Residential Performance
East	Residential	RP, Residential Performance
South	Residential, Undeveloped	RP, Residential Performance
West	Residential, Undeveloped	RP, Residential Performance; O&I, Office & Industrial

Unified Development Ordinance Compliance

The use, as proposed, is classified as Civic and Social Organizations under the 813410 NAICS Code. Civic and Social Organizations are permissible with a Special Use Permit in the RP, Residential Performance zoning district.

Below: Zoning Map of the Area

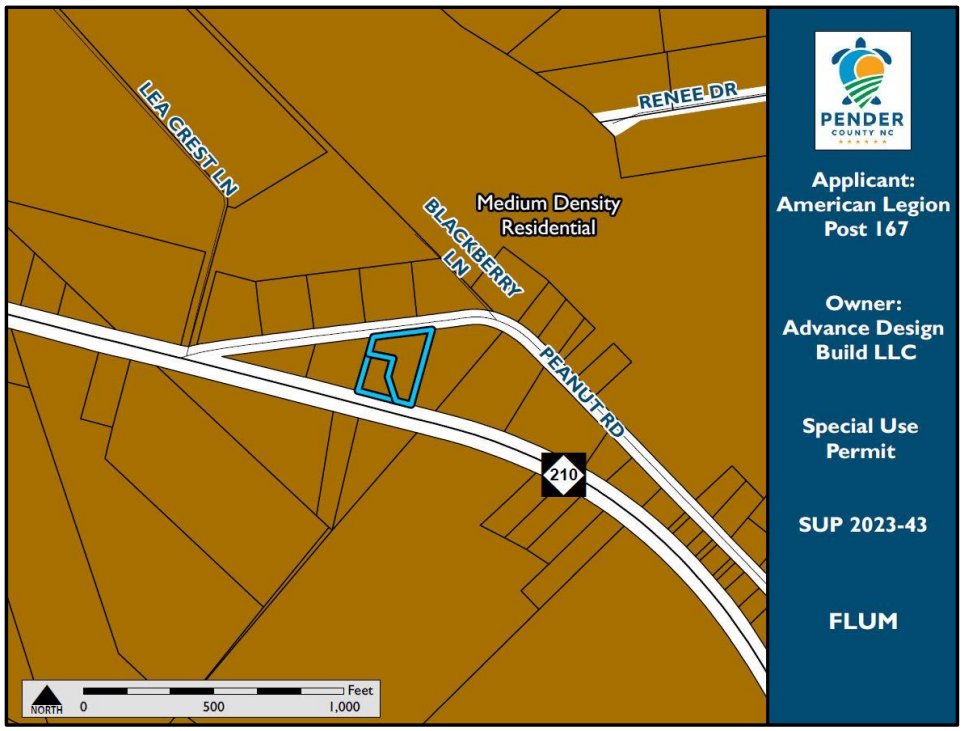


		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 81: Other Services, Except Public Administration											
Civic and Social Organizations		S	**S**			P	P	P			

Prior to issuance of final zoning approval, a site development plan must be submitted and approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Pender 2.0 Comprehensive Land Use Plan Compliance

The Pender 2.0 Comprehensive Land Use Plan designates the subject property as Medium Density Residential. The Medium Density Residential future land use category is established in areas with proximity to supporting services and a mixture of development types. Appropriate uses are single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Although this category is established to primarily include residential uses, some non-residential uses may be consistent if included within master planned communities with well-integrated neighborhood-scale commercial and office uses. The Pender 2.0 Comprehensive Land Use Plan defines "neighborhood scale" as development that conforms to the neighborhood fabric, and the footprint of neighborhood scale structures is typically limited to 15,000 square feet with parking facilities less than 20,000 square feet in area. Inappropriate uses for the Medium Density Residential future land use category are industrial and manufacturing uses, along with commercial office uses not located within a master planned community.



The proposed use is consistent with the Medium Density Residential future land use category. The Pender 2.0 Comprehensive Land Use Plan states that appropriate uses include single-family residences, duplexes, townhomes, community recreation and open space uses, and neighborhood-scale institutional uses such as religious and civic organizations. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate.

The request was found to be consistent with the following policies which support the request as the proposed use is considered a neighborhood-scale institutional use.

> **Policy 5.1.B**: **Land Use Plan Consistency:** The County generally requires that any official land use and development related actions (e.g. re-zonings, text amendments, and special use permits) remain consistent with the policies adopted in this plan and any other applicable plan. Any actions that are inconsistent with such plans shall require a statement from the Planning Board and Board of Commissioners approving such decisions, as to the in conditions taken into account in amending the Unified Development Ordinance to meet the development needs of the community, and why the action was reasonable and in the public interest.

Policy 5.1.C: Coordination with Infrastructure/Services: The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

The proposed SUP is supported by the above policies because it has the potential to provide a small-scale commercial use that is identified as an appropriate land use in the Medium Density future land use classification as outlined in the Pender 2.0 Comprehensive Land Use Plan.

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.

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:	American Legion Post 167	**Owner's Name:**	American Legion Post 167
Applicant's Address:	16660 US Hwy 17 / PO Box 337	**Owner's Address:**	16660 US Hwy 17 / PO Box 337
City, State, & Zip	Hampstead, NC 28443	**City, State, & Zip**	Hampstead, NC 28443
Phone Number:	510-210-3661	**Phone Number:**	510-210-3661
Email Address:	pcordeiro@gmail.com	**Email Address:**	pcordeiro@gmail.com
Legal relationship of applicant to landowner:			

SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3282-69-0669-0000 & 3282-69-1881-0000	**Total property acreage:**	1.26
Zoning Classification:	RP	**Acreage to be disturbed:**	0.48
Water Provider:	Pender County	**Wastewater Provider:**	Septic
Project Address:	756 NC Hwy 210	**NAICS Code:**	
Description of Project Location:	Lot between Peanut Rd and NC Hwy 210 in vicinity of daycare		
Describe activities to be undertaken on project site:	Erection of one 5,000 sqft building; 4,500 sqft parking; and septic system.		

SECTION 3: SIGNATURES			
Applicant's Signature		**Date:**	03/03/2023
Applicant's Printed Name:	Phillip Cordeiro, Finance Officer	**Date:**	
Owner's Signature		**Date:**	
Owner's Printed Name:		**Date:**	

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:

PROJECT NARRATIVE

Dear Honorable Commissioners and Planning Staff:

American Legion Post 167 of Hampstead very respectfully requests approval of a special use permit for Pender County parcel ID numbers 3282-69-1881-0000 (0.87 acres) and 3282-69-0669-0000 (0.39 acres) to operate our civic organization on this tract of land between Peanut Road and NC Highway 210.

As a high-level overview, the American Legion is the nation's largest wartime veterans service organization, committed to mentoring youth and sponsorship of wholesome programs in the nation's communities, advocating patriotism and honor, promoting strong national security, and continued devotion to our fellow servicemembers and veterans. American Legion Post 167 of Hampstead has been heavily involved in Pender County in the four decades since its founding in 1985, from sponsorship of American Legion youth, to sponsorship of the Boys Scouts, to participation in Wreaths Across America, to provision of military funeral honors to our honor local brothers in arms, and countless other charitable and civic efforts.

The events that precipitated the need for this project are as follows. For approximately the previous 8-9 years, Pender County has been gracious enough to allow the American Legion use its EMS building at 16660 US Highway 17 to operate our civic organization. However, in January of this year, Pender County EMS moved back into the building and informed the American Legion we would no longer be able to use most of building to operate our civic organization. Consequently, we no longer have a suitable facility to continue our charitable and civic work.

Fortunately, the good Lord sometimes takes with one hand and gives with the other. Also around January of this year, a very generous donor – and member of the American Legion – stepped forward and volunteered to donate the financial resources necessary to fund the purchase of land and construction of a building suitable for the organization's needs. Consequently, we are now in the position to find a new, permanent home for American Legion Post 167.

Regarding specific operations at the site of this special use permit application, our normal operations are as follows.

- Nightly gatherings of members between the hours of 7-9pm, with average attendance of 6-12 persons
- Occasional indoor events (e.g. fundraisers, holiday celebrations) in the building's event hall between the hours of 5pm to 10pm
- Maximum event participation of 120 persons

The organization held an initial meeting with planning staff on February 28, 2023, and will continue to work with staff as needed to meet all requirements of the county's development ordinance. Below are high-level details on the our current site plan.

- The two subject lots will be recombined into a single 1.26 acre lot
- The total disturbed area is anticipated to be no greater than approximately 0.38 acres / 16,600 sqft (120 ft x 130 ft for the proposed building and parking, and 50 ft x 20 ft for the proposed septic system)
- The total impervious surface is anticipated to be nor more than approximately 0.22 acres / 9,500 sqft
- The organization will work with county planning staff to complete the major site development process, as the building for this project will exceed 2,500 sqft
- The organization will comply with all local and state erosion control and stormwater regulations
- The site has access to county water, and will utilize a new private septic system; the site's current four septic systems will be properly disposed and filled
- The site will be accessed via the existing driveways to Peanut Road and NC Highway 210
- The change in elevation across the site is less than 2 feet, and there will be no major changes to topography
- The site currently has one existing structure (a 10 ft x 10 ft storage shed), which will be demolished on approximately May 15, 2023
- We will construct one 100 ft x 50 ft (5,000 sqft) building on the site
- We will absorb the cost of burying the one overhead power line on the lot
- We will preserve whatever mature vegetation on-site it can, and will plant additional vegetation as required by the county's development ordinance to maintain appropriate appearance and buffers
- We will repurpose its current sign and flagpole, located at 16660 US Highway 17
- We will place lighting on the corners of the new building, facing downward

The anticipated impact on the community (from traffic, light, noise, etc.) is negligible, as we anticipate that our organization will generate no more impact than four families living in the same space (as was the case in this parcel's previous use).

We sincerely appreciate your time, consideration, and service to our community.

Very respectfully submitted,

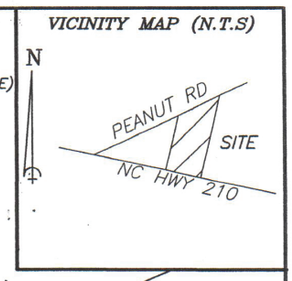
Andrew Pfeil
Post Commander
American Legion Post 167

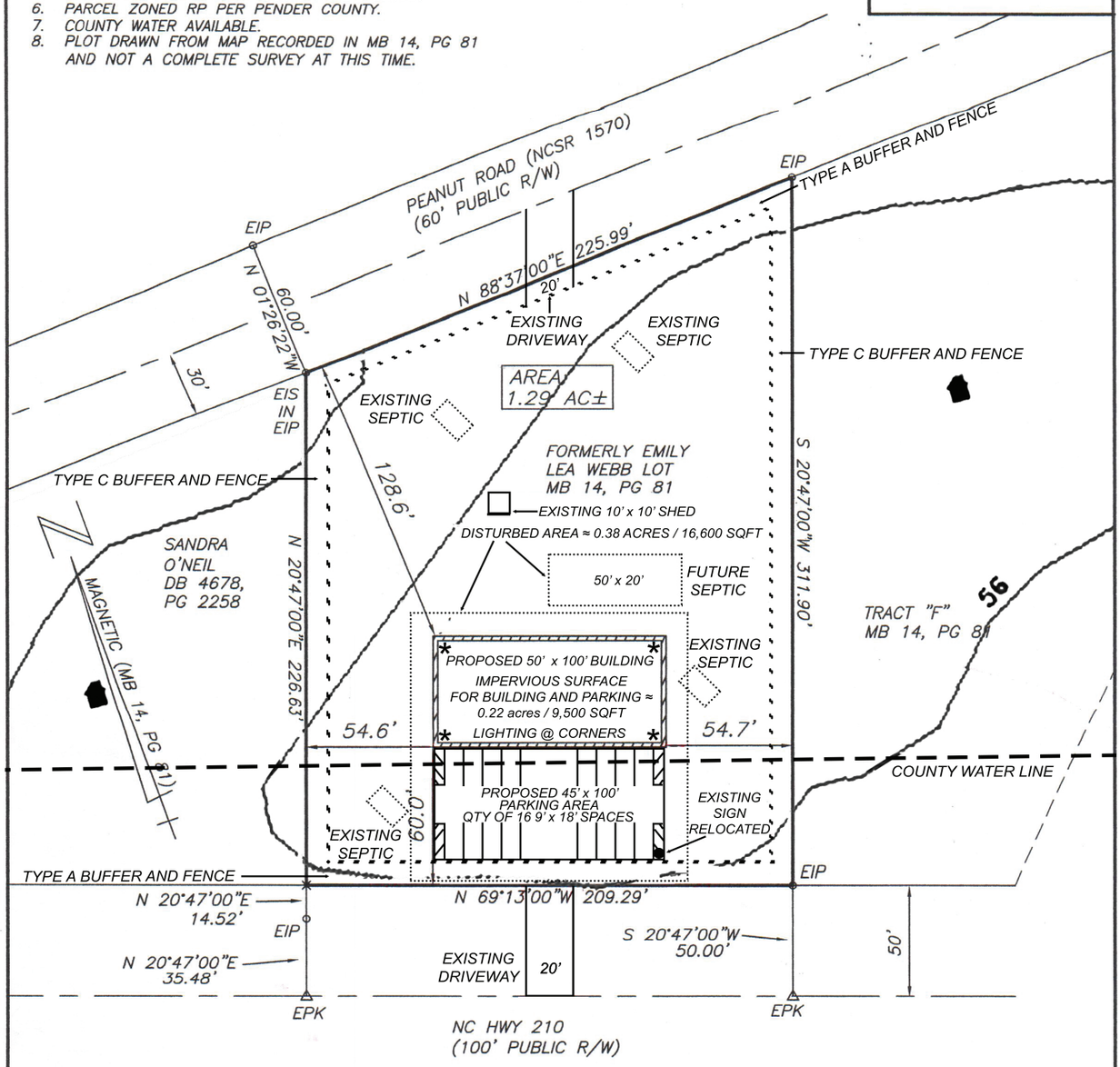
SURVEY REFERENCE:
DEED BOOK 4785 AT PAGE 2722,
PIN: 3282-69-0669-0000 & 3282-69-1881-0000
MAP BOOK 14 AT PAGE 81,
PENDER COUNTY REGISTRY

NOTES:
1. THIS PROPERTY DOES NOT LIE WITHIN FLOOD HAZARD AREA PER FEMA FIRM PANEL 3720 3282 00 J, DATED FEBRUARY 16, 2007.
2. CORNERS ARE MARKED AS NOTED ON MAP.
3. ALL BEARINGS ARE MAGNETIC (MB 14, PG 81).
4. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
5. AREA COMPUTED BY THE COORDINATE METHOD.
6. PARCEL ZONED RP PER PENDER COUNTY.
7. COUNTY WATER AVAILABLE.
8. PLOT DRAWN FROM MAP RECORDED IN MB 14, PG 81 AND NOT A COMPLETE SURVEY AT THIS TIME.

LEGEND:
- EIR (EXISTING IRON ROD)
- EIP (EXISTING IRON PIPE)
- ERRS (EXISTING RAILROAD SPIKE)
- MAG (EXISTING "MAG" NAIL)
- EPK (EXISTING "P/K" NAIL)
- PROPERTY LINE
- PROPERTY LINE NOT SURVEYED
- NON-SURVEYED LINE
- ROAD RIGHT OF WAY
- DITCH OR BRANCH

VICINITY MAP (N.T.S)





PROPOSED PLOT PAN
FOR

AMERICAN LEGION POST # 167

OF 756 NC HWY 210 W, HAMPSTEAD NC

TOPSAIL TOWNSHIP – PENDER COUNTY – NORTH CAROLINA
SCALE: 1" = 20' FEBRUARY 2023

I, Daniel H. Thompson, PLS, certify that this plat was drawn under my supervision from an actual field survey made under my supervision from information as noted hereon; that the boundaries not surveyed are clearly indicated as dashed lines; that the ratio of precision as calculated is 1:10,000+ and is correct to the best of my knowledge and belief. Witness my original Signature, License Number and Seal this 27TH day of FEBRUARY, AD, 2023.

Daniel H. Thompson
Daniel H. Thompson, PLS
NC License No. L-2174

PROFESSIONAL LAND SURVEYOR L-2174 DANIEL H. THOMPSON

20 0 20 40 60
GRAPHIC SCALE – FEET

DANIEL H. THOMPSON, PLS
THOMPSON SURVEYING CO., P.A.
209 S. WALKER STREET
BURGAW, NC 28425
(910) 259-3427
DANIEL H. THOMPSON, PLS
NC LICENSE No. L-2174
FIRM No. C-0235
FILE: ALP167

Intracoastal REALTY CORPORATION

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract-New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** **Advance Build Design LLC**

(b) **"Buyer":** **Hampstead Post 167 The American Legion**

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: **756 NC Highway 210 W**
City: **Hampstead** Zip: **28443**
County: **Pender**, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____
The PIN/PID or other identification number of the Property is: **3282-69-1881-0000**
Other description: **.84 ACRES NC HWY 210 & .45 ACRES NC HWY 210**
Some or all of the Property may be described in Deed Book **2772** at Page **4785**

(d) **"Purchase Price":**

$ **200,000.00** paid in U.S. Dollars upon the following terms:

$ **1,000.00** BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by ☐ cash ☐ personal check ☒ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service*: _____)

$ **1,000.00** BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☒ official bank check ☐ wire transfer, ☐ electronic transfer within five (5) days of the Effective Date of this Contract.

$ N/A	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, ***TIME BEING OF THE ESSENCE*** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer
$ N/A	ION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
$ N/A	INANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
$ 198,000.00	CE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 21 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name): **Blackburn and Ording**

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and

shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on **April 24, 2023** ***TIME BEING OF THE ESSENCE.***

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date":** The parties agree that Settlement will take place on **May 1, 2023** (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing":** The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments":** A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.

(ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

(iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

(iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(v) **Appraisals:** An appraisal of the Property.

(vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.

(x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME BEING OF THE ESSENCE.*** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

☒ *(Check if applicable)* Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is ☐ is not ☐ attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ *(Check if applicable)* Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources *(check all applicable sources)*:

☐ First Mortgage Loan:
Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional ☐ USDA ☐ Other type: _____
_____
in the principal amount of _____.

☐ Second Mortgage Loan:
Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

☐ Other funds:
Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____
_____
_____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.
Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. ***(Complete the following only if Buyer DOES have to sell or lease other real property:)***
Other Property Address: _____

☐ **(*Check if applicable*)** Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ **(*Check if applicable*)** Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (*check only ONE of the following options*):

☐ is listed with and actively marketed by a licensed real estate broker.
☐ will be listed with and actively marketed by a licensed real estate broker.
☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer;
(ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
(iii) appraisal;
(iv) title search;
(v) title insurance;
(vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(vii) recording the deed; and
(viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

☐ has owned the Property for at least one year.
☒ has owned the Property for less than one year.
☐ does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☐ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Hampstead Post 167 The American Legion _____.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement $ **ZERO** _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**
(i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
(iii) any fees charged for transferring or updating ownership records of the association; and
(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**
(i) charges for providing information required by Buyer's lender;
(ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
(iii) determining restrictive covenant compliance.

8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- [ ] Additional Provisions Addendum (Form 2A11-T)
- [ ] Additional Signatures Addendum (Form 3-T)
- [ ] Back-Up Contract Addendum (Form 2A1-T)
- [ ] Loan Assumption Addendum (Form 2A6-T)
- [ ] Owners' Association Disclosure Addendum (Form 2A12-T)
- [ ] Seller Financing Addendum (Form 2A5-T)
- [ ] Short Sale Addendum (Form 2A14-T)
- [x] Identify other attorney or party drafted addenda: **Addendum**

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: **Topsail - Intracoastal Realty Corp.**
Acting as [X] Buyer's Agent [ ] Seller's (sub)Agent [ ] Dual Agent

Firm License #: **C2062**

Mailing Address: **104 Triton Lane, Surf City, NC 28445**

Individual Selling Agent: **Maureen Sidbury**
[ ] Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: **305875**

Selling Agent Phone#: **(757)270-2171**

Selling Agent Fax#: **(910)256-4248**

Selling Agent E-mail: **msidbury@intracoastalrealty.com**

Listing Firm Name: **United Country Forest and Land Sales**
Acting as [X] Seller's Agent [ ] Dual Agent

Firm License #: 23014

Mailing Address: 201 Circle Drive, Hampstead, NC 28443

Individual Listing Agent: Michael Parks
[ ] Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: 320915

Listing Agent Phone#: 910-214-1961

Listing Agent Fax#: _____

Listing Agent E-mail: forestandlandsales@gmail.com

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date:	Date: 3-2-23
Buyer: **Hampstead Post 167 The American Legion**	Seller: **Advance Build Design LLC**
Date:	Date:
Buyer:	Seller:
Entity Buyer: **Hampstead Post 167 The American Legion** (Name of LLC/Corporation/Partnership/Trust/etc.)	Entity Seller: (Name of LLC/Corporation/Partnership/Trust/etc.)
By: Hampstead Post 167 The American Legion	By:
Name: **Andrew Paul Pfeil** Print Name	Name: Print Name
Title:	Title:
Date: 03/02/23	Date:

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

ADDENDUM

The following is agreed to by all parties and will become part of the 756 NC HWY 210 W. Hampstead, NC 28443 Purchase Agreement.

This purchase is subject to the Special Use Permit approval by the Pender County Commissioners during their next Board Meeting which will take place on April 19th, 2023.

Once this is received Buyer will close on or before Settlement Date.

BUYER

Hampstead Post 167 The American Legion 03/01/23

Hampstead Post 167 The American Legion **Date**

SELLER 3/2/23

Advance Design Build, LLC **Date**

REQUEST FOR BOARD ACTION

ITEM NO. SUP 2023-43

DATE OF MEETING: April 17, 2023

REQUESTED BY: Daniel Adams, Planning & Community Development Director

SHORT TITLE: Resolution Requesting Approval of a Special Use Permit to allow for a Civic and Social Organization under the 813410 NAICS Code that would allow for the construction of a 5,000 sq ft building with associated parking.

BACKGROUND: American Legion Post 167, applicant, on behalf of Advance Design Build LLC, owner, is requesting the approval of a Special Use Permit for a Civic and Social Organization under the 813410 NAICS Code that would allow for the construction of a 5,000 sq ft building with associated parking. The use is proposed within the RP, Residential Performance zoning district.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Special Use Permit that allows for the construction and operation of a Civic and Social Organization.

RESOLUTION

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

On April 17, 2023, the Pender County Board of Commissioners (approved, modified, denied) a request to approve Special Use Permit, as described herein. The Chairperson/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS_____

YEA VOTES: Newton ___ McCoy ___ George ___ Groves ___ Fletcher-Hardee___

_____ _____
Jacqueline A. Newton, Chairwoman Date

_____ _____
ATTEST Date
Clerk to Board

County Seal: