



Pender County

Agenda

Board of County Commissioners Meeting
Monday, March 13, 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.	Trillium Health Resources annual report Trillium Health Resources - Pdf Annual Report2022.Pender	Cecelia Peers	5 - 19
6.	PUBLIC COMMENT FOR AGENDA ITEMS ONLY		
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. BOA - Pdf	Cutler	21 - 22
7.2.	Approval of minutes Approval of minutes - Pdf	Avery	23 - 31
7.3.	Approval of Tax Releases and Refunds February 2023 Releases and Refunds - Pdf	Hudson	33 - 35
7.4.	Increase PO# 58 to Professional Mail Services Inc for Postage & Mailing of PCU Water Bills IncreasePO PostageMailingPCUWaterBills - Pdf	Keel	37
7.5.	PCU Full-Service Odor Control Program PCU Full-Service Odor Control Program - Pdf	Proctor	39 - 85
8.	APPROVALS AND RESOLUTIONS		
8.1.	Consideration of Granting an Easement to NCDOT for Drainage Infrastructure and Roadway Improvements Consideration of Granting an Easement to NCDOT for Drainage Infrastructure and Roadway Improvements - Pdf	Adams/Hite	87 - 107
8.2.	Resolution in support of stoplight Resolution of support stoplight Hampstead - Pdf	Andrews/Avery	109 - 110
8.3.	Resolution for current and future NC DOT petitions Resolution for current and future active road petitions - Pdf	Andrews/Avery	111 - 112
8.4.	Approval of EverBridge for Mass Notification and ending contract with CodeRed	Batson	113

[EverBridge Mass Notification](#)

8.5.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-21-5048-0000 - Off of McDuffie Road, Grady 5048 on McDuffie - Pdf	Blue	115 - 117
8.6.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 - King's Estates, Burgaw 5471 Kings Estates - Pdf	Blue	119 - 122
8.7.	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2354-71-6682-0000 - Off of Little Egypt Road, Columbia 6682 Little Egypt - Pdf	Blue	123 - 128
8.8.	Approval of Primary & Secondary Contract and Purchase Order for Professional Services related to future land planning - RFQ#230119-241 RFQ DD - Pdf	Blue	129 - 142
8.9.	Approval of Purchase Order for the Axon Body Camera 3 & Axon Air Contract in the amount of \$45,811.81. Axon Body 3 & Axon Air Contract - Pdf	Cutler	143 - 156
8.10.	Resolution Requesting Funding of a 10 Mile Parallel Line Phase 2 For the Lower Cape Fear Water and Sewer Authority Resolution FundingParallelLinePh2LCFWASA - Pdf	Keel	157 - 160
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. Resolution opioid settlement	Moser	161 - 186
8.12.	Approval of Contract and Purchase Order for Professional Services related to Courthouse Space Needs Assessment - RFQ#230209-243 RFQ CH SNS - Pdf	B. Avery	187 - 293
9.	APPOINTMENTS		
9.1.	Appointment to Southeastern Partnership Inc. Southeastern Partnership Inc. - Pdf	Avery	295
10.	SOCIAL SERVICES BOARD		
10.1.	Medicaid expansion update	Stewart	
11.	PUBLIC COMMENT		
12.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS		
13.	CLOSED SESSION (IF APPLICABLE).		
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	Feldman/Brantley	297 - 332

15. ADJOURNMENT



**Pender County
Annual report on Medicaid behavioral
health services**

TO: BOCC
FROM: Cecilia Peers, MA Southern Regional Director
DATE: March 13, 2023
SUBJECT: Trillium Health Resources annual report

SUMMARY:
Presentation by Trillium Health Resources

Transforming Lives.
Building Community Well-Being.



Annual Report Pender County

Cecelia Peers, MA
Southern Regional Director



Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.

- 🌱 Who We Are
- 🌱 Medicaid Transformation Changes
- 🌱 Organizational changes
- 🌱 County Data and Initiatives

Who We Are - Numbers



- 🌱 28 Counties - Most recently added Halifax and Bladen counties most recently
- 🌱 Total population is 1,534,885
- 🌱 Served 45,988 individuals with severe behavioral health needs
 - 70% with MH needs
 - 20% with SUD
 - 10% with IDD
- 🌱 Approximately 550 Behavioral Health and I/DD Providers
- 🌱 \$520,839,592 spent on services last year
- 🌱 Smallest County- Tyrrell 3,254- Largest County -New Hanover 229,018
- 🌱 Cover over 13,000 square miles

Who We Are - Regions

REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	252,211	4,235	11
Central	494,312	4,717	9
Southern	797,086	5,063	8



Medicaid Transformation - Standard Plans



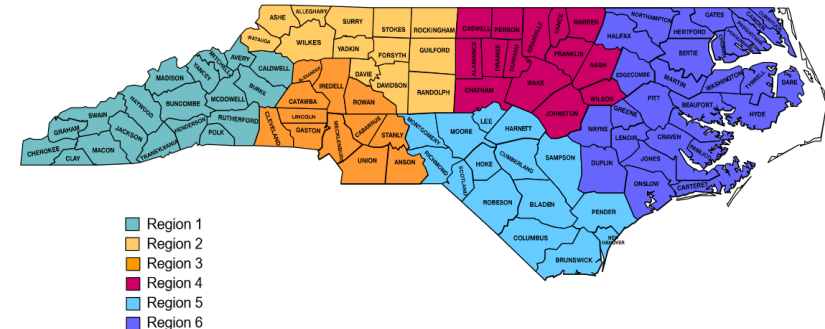
Standard Plans- 5 companies were awarded

- Amerihealth Caritas NC Inc.
- Blue Cross Blue Shield of NC
- UnitedHealthcare of NC Inc.
- WellCare of NC Inc.
- Carolina Complete Health- covers regions 3, 4 and 5

- These Plans are managing the mild to moderate Medicaid behavioral health recipients
- They started on July 1st 2021
 - Trillium has partnered with Carolina complete Health to assist in managing the physical health

Standard Plan Regions

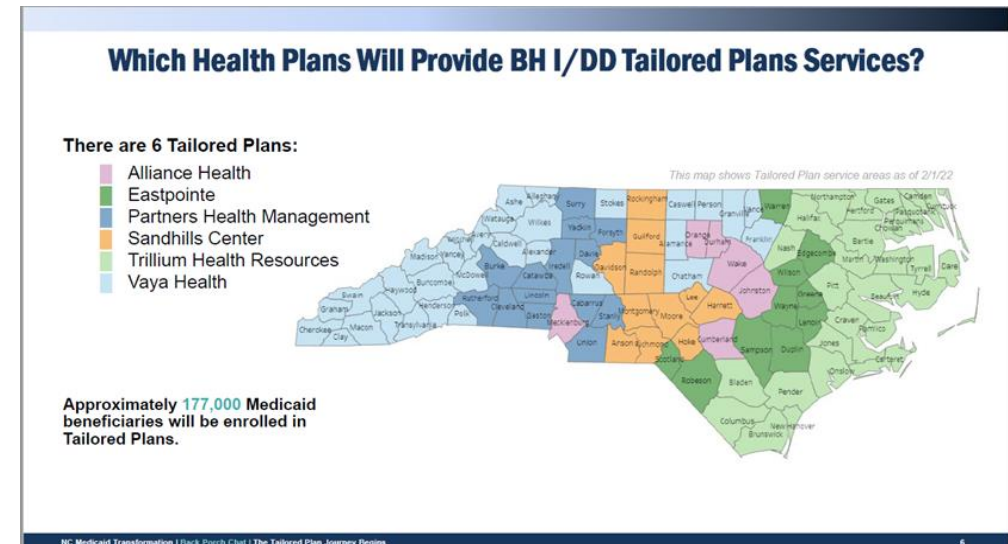
- WellCare, UnitedHealthcare Community Plan, Healthy Blue and AmeriHealth Caritas are offered statewide.
- Carolina Complete Health is offered in regions 3, 4 and 5.



Medicaid Transformation - Tailored Plan



- 6 LME/MCO's will be fully operational Tailored Plans serving the Severe Mental Health, Substance Use, and I/DD population
- Original date to go live with the Tailored Plan was moved from July 1st, 2022 to December 1st 2022.
- The state then pushed the date back to October 1, 2023
- Soft launch of Care Management began December 1st, 2022



- ❖ Dec. 1st 2022- Began the Care Management Services for individuals with Severe Behavioral Health, Substance Use and I/DD population including their physical health
- ❖ We are contracting with a Pharmacy Benefits Manager to oversee contract with approximately 2000 pharmacies
- ❖ We are also contracting with all Primary Care practices that serve individuals on Medicaid

Organizational Changes

- ❖ System of Care Staff moved over to Care Management
- ❖ We hired Community Liaison Coordinators
- ❖ Care Management includes Population Health
- ❖ Contract with Carolina Complete Health (CCH) as to contract with all of our hospitals and physical health providers including Local Health Departments
- ❖ Q&A
<https://www.trilliumhealthresources.org/sites/default/files/docs/Medicaid-Transformation-Provider/CCH-Trillium-QA.pdf>

Organizational Changes Continued



Call Centers

- Pharmacy
- Provider
- Nurse
- Member & Recipient Service Line (main call center)
- Behavioral Health Crisis Line



Care Management

- Whole Person Care
- Specialty CM Teams
 - ED Disposition Team
 - DJJ Care Management Team
 - Rapid Access Care Coordination

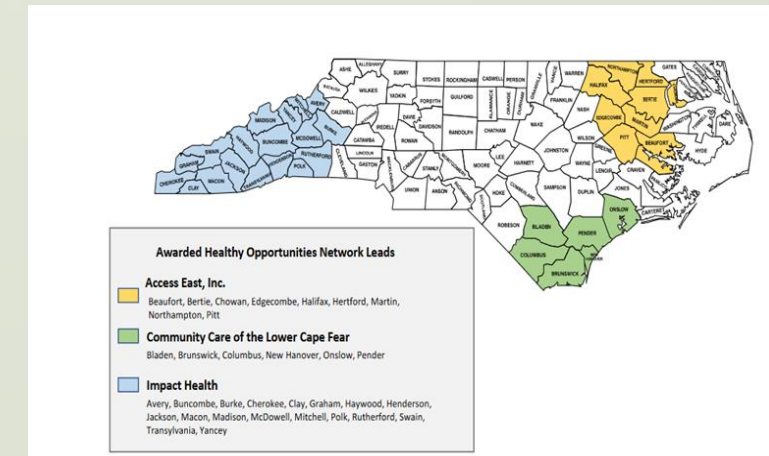


Healthy Opportunities Pilot



Part of Medicaid transformation designed to address non medical contributors to health (SDoH)

- Trillium Pilot Counties and Lead Agencies:
- Community Care of the Lower Cape Fear - Bladen, Columbus Brunswick, New Hanover, Pender, Onslow
- Access East: Halifax, Northampton, Hertford, Bertie, Martin, Pitt, Beaufort
- **Pilot Service Categories:** Housing, Food, Interpersonal Violence & Toxic Stress, Transportation, Cross Domain Supports (medical respite, case management, health related legal issues)
- **Who receives this service:**
 - People who have one significant physical/behavioral health condition + one qualifying social risk factor
 - Trillium members eligible at start of TP





Project Updates

- 🌱 Opioid Settlement Projects
- 🌱 Tribal Engagement
- 🌱 CFAC to include representative with Traumatic Brain Injury
- 🌱 Healing Place of New Hanover County



**VICTORY
JUNCTION**

Founded for kids in honor of Adam Petty
a seriousfun camp

TRILLIUM FAMILY WEEKEND AT VICTORY JUNCTION

March 31–April 2 & April 21–23, 2023

Safe Schools Healthy Kids NC



Project Updates Continued

-  Gun Locks for child safety
-  Community Outreach and Education



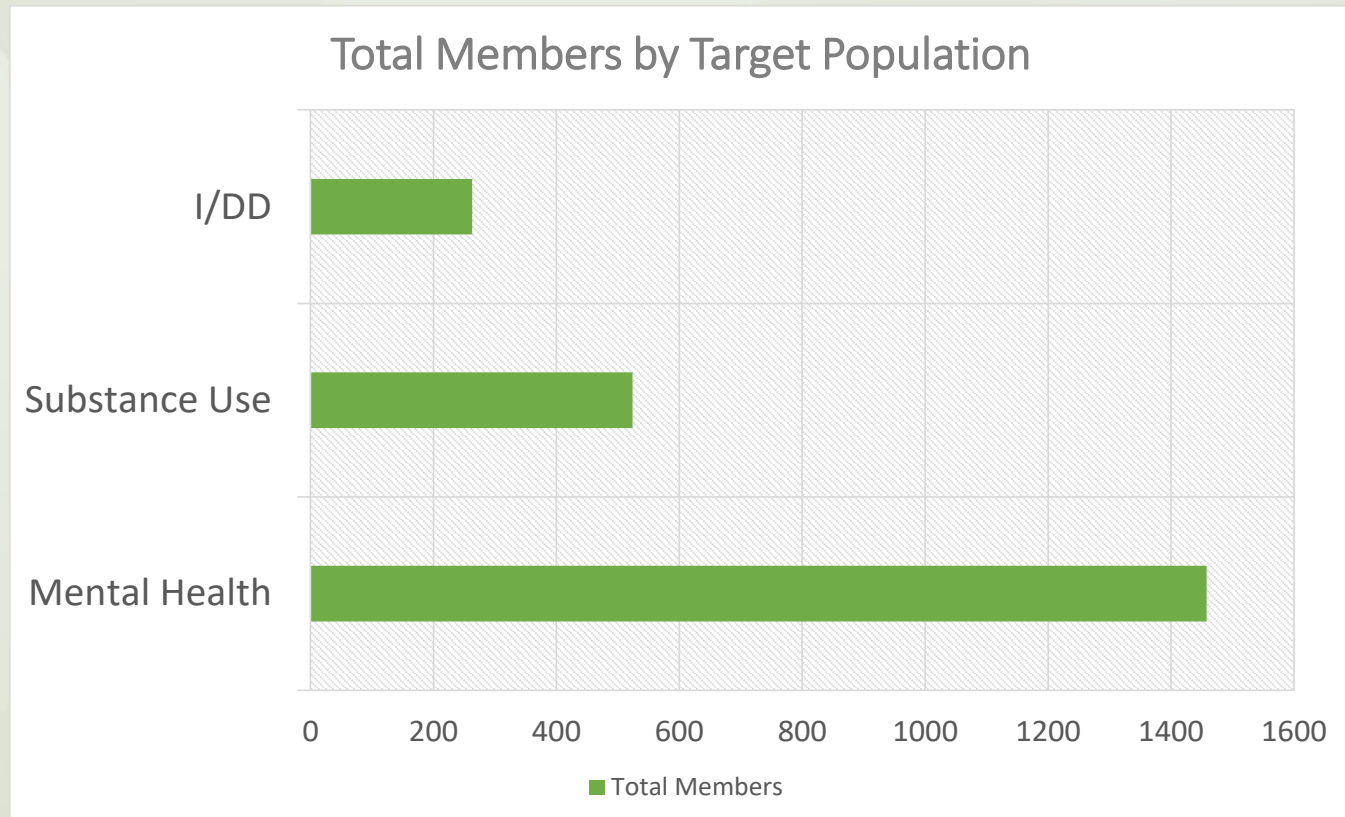
Members Served in Pender County

Total members served - 1862

-  Mental Health - 1458
-  Substance Use - 524
-  I/DD - 263

Total is unduplicated from
July 1, 2021- June 30, 2022.

A single individual may receive
services in more than one category.





Pender County Request for Board action

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: March 13, 2023
SUBJECT: Approval of Budget Amendment for the transfer of revenue funds from insurance claims in the amount of \$45,302.33.

SUMMARY:

Pender County Sheriff's Office is requesting the approval of a Budget Amendment for the transfer of revenue/insurance funds . The amount of these funds are \$45,302.33.

Revenues-

10-320017 Insurance/property loss \$45,302.33

Expenditures

510-407403 Capital Outlay/Vehicles \$40,192.00

510-402800 Vehicle Maintenance \$5,110.33

ATTACHMENTS:

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

Pender County Budget Ordinance Amendment

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Fiscal YearFY 2022-2023

Department510 - SHERIFFS DEPARTMENT

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-320017	Insurance/property loss	45,302.33
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407403	Capital Outlay/vehicle	40,192.00
2	510-402800	Vehicle maintenance	5,110.33
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues45302.33

Total Expenditures45302.33

Budget Amendment Balances when Zero.0

Prepared By:Jennie Coleman

Emailjennifer.coleman@pendersheriff.com



Pender County Approval of minutes

TO: BOCC
FROM: Nancy Avery
DATE: March 13, 2023
SUBJECT: Approval of minutes

SUMMARY:

Requesting approval of Board minutes for February 6, 2023

ACTION REQUESTED:

Approval of minutes as presented or amended



MINUTES
Board of County Commissioners Meeting
Monday, February 6, 2023 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

Fred McCoy
Jacqueline A. Newton
Wendy Hardee
Jerry Groves

MEMBERS ABSENT:

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 pm.

2 INVOCATION

2.1 Vice Chair Hardee delivered the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Groves led in the Pledge of Allegiance

4 BOARD MEMBER RESIGNATION

Moved by Wendy Hardee, seconded by Fred McCoy

Motion to confirm and accept Jimmy Tate's resignation from the Board of County Commissioners effective 6 pm on January 27, 2023.

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

Jerry Groves	x			
	4	0	0	0

CARRIED.

5 ADOPTION OF AGENDA

Moved by Fred McCoy, seconded by Wendy Hardee

Motion to adopt the agenda as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

6 PUBLIC COMMENT

1. Christina Simpson of Pender County, said she is concerned that Pender County has funds for childcare, but when parents come to apply for it they are being put on a waiting list. The parents keep calling asking where the funds are. I understand we are short on staff, but if a service is available why not assist people with that service rather than putting their name on a sheet. The state says the funding is there, but the parents cannot get it. A lot of parents are suffering now with the rise of prices.

2. Kim Kindall stated she does not reside in Pender County but works at Pender Hospital. As relates to Novant Health, I have worked for them for two years. I have been a nurse for twelve years and never had a disciplinary action against me. Patient satisfaction is the highest around. I have been informed her position will be terminated because she is unwilling to follow Covid policy to wear a mask at all times regardless of what area you work in.

3. Anne Scott said she previously spoke with the Board about Duke Health system's excellent care. I need an MRI. Local facilities did not have machines that worked. Staffing is a problem according to the newspaper. I will go back to Duke because I do not trust local conditions. Trust in your healthcare providers is important. Please keep this in mind as you choose your healthcare provider.

4. Mike Taylor stated he is the former county library director and is a friend of the Burgaw library. He read a letter he received about the county cutting the library's budget. The library provides services to all populations in the county. Funding the library should be a priority.

Doug Holstein, 313 Creekview Drive, Hampstead. I am the head of the Deerfield Association community. I am here because I hate social media.

There is a project going on near Deerfield. A recent posting stated the Board held a secret meeting and changed the approval from 174 apartments to 423 low income, Section 8, units. The Deerfield residents are upset so I am asking this Board if such a meeting occurred.

Chair Newton directed Mr. Taylor to speak with Planning Director Adams.

7 CONSENT AGENDA

- 7.1 Approval of Tax Releases and Refunds
- 7.2 Approval of Releases and Refunds
- 7.3 Approval to Accept a Donation for the Foster Care Children's Fund: \$4,695 and Budget Amendment
- 7.4 Resolution authorizing Pender Adult Services to submit grant app NC DOT
This was initially on the January 17, 2023, agenda when a public hearing was held but did not get voted on.
- 7.5 Approval of a Purchase Order to Courthouse Computer Systems for \$40,000.00

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve Consent Agenda as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

8 APPROVALS AND RESOLUTIONS

- 8.1 Request Disaster Debris Clearance and Removal Services RFP # 221129-237 approval

Emergency Manager Batson requested approval for debris clearance and removal services RFP #221129-237 approval. Nine Requests for Proposals (RFP) were received and reviewed by a committee. The intention is to enter into two contracts: one as primary and one as secondary.

Staff recommends awarding primary contractor to Crowder Gulf of Mobile, AL and secondary contract to CERES of Sarasota, FL.

Moved by Fred McCoy, seconded by Wendy Hardee

Motion to award primary contract to crowder Gulf of Mobile, AL and secondary contract to CERES of Sarasota, FL.

	For	Against	Abstained	Absent
Fred McCoy	x			
Wendy Hardee	x			
Jacqueline A. Newton	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

8.2 Consideration of Memorandum of Agreement with NC Division of Emergency Management to Execute the Hazard Mitigation Grant Program for Hurricane Florence Acquisition Project

Planning Director Adams stated this is the buyout program the Board has heard about for the last few years. There are people in the county still recovering from hurricane Florence from four and a half years ago. The Memo of Agreement formalizes the agreement between the County and NC Emergency Management for implementation. The state has taken the lead on hiring service providers, such as appraisers. The county will not be responsible for fronting the money and requesting reimbursement as was done in the past. We have been told it will take 300 days for the entire process from surveying, appraisal, demolition, etc. The County has to be the owner of the property before demolition can begin. Applications have been approved and the work can now begin. We will send letters and call all involved.

Moved by Wendy Hardee, seconded by Jerry Groves

Motion to approve Memorandum of Agreement with NC Division of Emergency Management to execute Hazard Mitigation Grant Program for Hurricane Florence as presented.

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

Jerry Groves	x			
	4	0	0	0

CARRIED.

- 8.3 Approval of Budget Amendment for Governor's Crime Commission 2022 Investigative Technology Tools for Digital Devices Grant in the amount of \$24,500.00.

Sheriff Cutler stated this is a non-matching grant that has been awarded for investigative tools for digital devices for forensic analysis on cell phones. There is no county money involved.

Moved by Jerry Groves, seconded by Fred McCoy

Motion to approve budget amendment for Governor's Crime Commission 2022 Investigative technology Tools for Digital Devices Grant in the amount of \$24,500.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

- 8.4 Approval to add Schedule 003 to the Master Technology Lease Agreement with Huntington Leasing Corporation in the Amount of \$399,981 for the Lease of Sheriff's Office IT Equipment for 60 months and a PO in the amount of \$94,914 for year one (1).

IT Director Harvey stated it is time to replace antiquated hardware and licensed software in the Police Department. We need to add another schedule to our lease to perform these updates. We request approval of a purchase order in the amount of \$94,914 which has already been budgeted.

Moved by Fred McCoy, seconded by Jerry Groves

Motion to approve add Schedule 003 to the Master Technology Lease Agreement with Huntington Leasing Corporation in the Amount of \$399,981 for the Lease of Sheriff's Office IT Equipment for 60 months and a PO in the amount of \$94,914 for year one (1) as presented.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

9 DISCUSSION

9.1 Certified Retirement Communities

Tourism Director Proctor stated this is a matter just for discussion. We have an opportunity to take part in this, if the Board desires. Growing counties are joining the Certified Retirement Community. It is a program through the state's economic development partnership with Visit NC. Cost is \$3,000 a year with a five-year obligation and requires a marketing program, which we already do through tourism. The program is dedicated to attracting retirees which lessens the burden on the school system. For one retiree couple, that is a \$9,600 savings of what taxpayers would pay to school system for pupil expenditures. There are currently 17 Certified Retirement Communities. More information is at Retirenc.com website. Retirees usually have solid, disposable income. They often start businesses and volunteer.

10 APPOINTMENTS

10.1 Board appointment T. Savage

Interim Clerk Avery requested appointment of Tamara Savage to a second term on the Novant Health Pender Medical Center Board.

Moved by Fred McCoy, seconded by Wendy Hardee

Motion to appoint Tamara Savage to the Novant Health Pender Medical Center Board.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

10.2 Board appointment S. Malpass

Interim Clerk Avery requested the Board re-appoint Sandra Malpass to the Library Board for a second term.

Moved by Wendy Hardee, seconded by Fred McCoy

Motion to re-appoint Sandra Malpass to a second term on the Library Board.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

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

Assistant Manager Vann introduced Michelle Leach as the new Veteran Services Director. She has a great deal of experience from other districts in the state and has served as interim Director.

He also introduced Buddy Avery as new Project Manager with 20+ years of commercial construction experience.

Attorney Thurman stated items for closed session are 3 attorney client privilege, item 5 acquisition of land and item 6 personnel.

12 CLOSED SESSION (IF APPLICABLE).

Moved by Fred McCoy, seconded by Jerry Groves

Motion to go into closed session as per N.C.G.S. 143-318.11(3) attorney client privilege, (5) land acquisition, and (6) personnel.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.

13 ADJOURNMENT

Moved by Fred McCoy, seconded by Wendy Hardee

Motion to return to open session and adjourn.

	For	Against	Abstained	Absent
Fred McCoy	x			
Jacqueline A. Newton	x			
Wendy Hardee	x			
Jerry Groves	x			
	4	0	0	0

CARRIED.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Jessica Hudson
DATE: March 13, 2023
SUBJECT: Approval of Tax Releases and Refunds

SUMMARY:

Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

ACTION REQUESTED:

Staff requests that the board approves the attached list of releases and refunds for February 2023.



Pender County

Request For Board Action

DATE OF MEETING: March 13, 2023

REQUESTED BY: Jessica Hudson, Interim Tax Assessor, Tax Office

SHORT TITLE: Approval of Tax Releases and Refunds

BACKGROUND: Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2021	ALUISE, SOPHIA ROSE	358676652	105.84	SITUS
2021	BROWN, JONATHAN ROSS	268398471	168.79	MILTRY EXEMPT
2021	BRUNSON, KENNETH WAYNE	269007204	114.38	SOLD
2021	CAROLINA COASTAL RESTORATION & CLEANING SERV	268168470	135.17	DESTROYED
2022	GALLANT, MICHAEL C	268872285	241.07	SOLD
2022	LOTTE, ELENA	268398561	241.73	SOLD
2022	MINEHART, TIFFANY LEE	268888833	128.11	OUT OF STATE
2022	MINEHART, TIFFANY LEE	268888836	159.55	OUT OF STATE
2021	NICHOLS O'CONNELL, REBECCA	269113992	273.53	MILTRY EXEMPT
2022	RICKE, JOSIAH JOHN	267659265	484.06	MILTRY EXEMPT
2021	SANTIAGO CRUZ, JUAN CARLOS	268399200	124.07	SOLD
2021	SHRECENGOST, JAMES CURTIS	268888635	247.03	SOLD
2022	SHRECENGOST, JAMES CURTIS	268888755	372.46	SOLD
2022	SOLANA, ALAN MICHEAL	269410920	541.07	ADJSTD VALUE
2021	STONE, JOHN KENNETH	267432909	192.15	SOLD
2022	TINNEY PAINTING INC	357317900	163.06	SITUS
2022	TINNEY PAINTING INC	357317984	345.21	SITUS
2022	TINNEY PAINTING INC	357317992	101.20	SITUS
2022	TRIGGIANI, VINCENT LEONARD	269114007	151.58	SOLD
2017	WEHRI, CHRISTOPHER JAMES	267403542	327.62	MILTRY EXEMPT
2021	WHITETED, LOUISE MCDANIEL	269114253	101.95	SOLD
2022	WOOD, TANNER EDWARD	268630902	212.19	MILTRY EXEMPT

TOTAL REFUNDS OVER \$100	\$4,931.82
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RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

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

2021	ALUISE, JOHN RAYMOND	269007453	64.40	SOLD
2021	ALUISE, JOHN RAYMOND	358676640	37.92	SITUS
2018	ALUISE, JOHN RAYMOND	358676672	15.26	SITUS
2021	CARR, JIMMY WAYNE	359341628	5.47	SITUS
2020	CARR, JIMMY WAYNE	359341636	9.55	SITUS
2019	CARR, JIMMY WAYNE	359341644	8.60	SITUS
2015	CARR, JIMMY WAYNE	359341656	1.90	SITUS
2014	CARR, JIMMY WAYNE	359341672	26.58	SITUS
2022	CASEY, JAMES DAVID	357317764	79.72	SITUS
2022	CHUML, CALLIE PIERCE	357194868	78.84	MILTRY EXEMPT
2022	CHUML, MATTHEW ALEXANDER	268078746	36.41	MILTRY EXEMPT
2022	CUPP, DENNIS HOWARD JR	269411211	40.05	SOLD
2022	DENTEL, RYAN PATRICK	267896319	39.46	SOLD
2021	ELLIS, KENNETH ANTOINE	267659505	46.00	DESTROYED
2021	FARREN, WILLIAM BRANDON	358819156	17.91	SITUS
2021	GEORGE CHURCH CHILBERG	358518836	17.25	SITUS
	FAMILY REVOCABLE TRUST			
2021	GEORGE CHURCH CHILBERG	358518864	17.25	SITUS
	FAMILY REVOCABLE TRUST			
2021	GROVES, LAURIE ANNE	268872204	87.43	OUT OF STATE
2021	HARKEY, DEVONA FERRELL	268078821	58.56	SOLD
2022	HARTSFIELD, THOMAS DEAN	268168770	10.31	ADJSTD VALUE
2022	JONES, STEPHANIE ANN	357864568	23.59	SITUS
2022	KESLER, ERIC JACOB	267659424	81.75	MILTRY EXEMPT
2022	KESLER, ERIC JACOB	267659421	16.31	MILTRY EXEMPT
2021	LYNOUGH, MATTHEW THOMAS	268427514	52.12	DESTROYED
2020	O'CONNELL, MATTHEW JAMES	269114076	61.19	MILTRY EXEMPT
2021	O'CONNELL, MATTHEW JAMES	269114088	57.52	MILTRY EXEMPT
2022	PHASUKKAN, TIFFANY DEE	357902932	54.67	SITUS
2021	REDLAND DEVELOPMENT INC	268168899	99.61	SOLD
2022	SKIPPER, JONATHAN ERIC	356741056	53.18	ADJSTD VALUE
2021	SOTO, MARTA	268888956	30.20	SOLD
2022	STEPHENS, JAMES ANTHONY	357438604	19.00	SITUS
2021	STOWE, EDWARD WELLS JR	269113848	25.93	SOLD
2021	TINNEY PAINTING INC	357318100	5.51	SITUS
2017	TINNEY PAINTING INC	357318128	9.01	SITUS
2021	TINNEY, JOHN SCOTT	357318104	5.51	SITUS
2021	TINNEY, JOHN SCOTT	357318116	24.89	SITUS

TOTAL REFUNDS UNDER \$100	\$1,318.86
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$6,250.68
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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: March 13, 2023
SUBJECT: Increase PO# 58 to Professional Mail Services Inc for Postage & Mailing of PCU Water Bills

SUMMARY:

PCU continues to experience rapid growth in our number of customers due to the county's economic prosperity, especially along the US 17 corridor, which has resulted in increased costs to distribute water bills. Also, we have had to include additional printed information in multiple bills due to NCDEQ notification requirements, which were not anticipated when we requested the original PO for this service.

Sufficient funding is available for this expenditure in 072-401200. This is a critically needed PO increase, as we must distribute water bills monthly to support the work of the utilities department. The original PO is in the amount of \$70,000, so this will take it up to \$83,000.

ACTION REQUESTED:

Approve increase of PO# 58 by \$13,000 for postage & mailing of PCU water bills



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: James Proctor
DATE: March 13, 2023
SUBJECT: PCU Full-Service Odor Control Program

SUMMARY:

Pender County submitted a Request for Proposals on December 13, 2022, to address odor control for sewer pump stations in the county, all concentrated within a seven-mile radius in the Rocky Point area.

These specifications describe the sewer pump stations' need for odor control for the Pender County Utilities collection system that feeds into CFPUA. The data shows an average atmospheric H₂S (hydrogen sulfide) concentration of 647ppm with a max of 1,399ppm. These results are from the middle of winter, this is probably the lowest H₂S concentration this wet well will see. It is expected the H₂S concentrations doubled in September due to heat and breakdown. There are 5 wet wells and 6 lift stations that feed into the regional lift station which is then treated by CFPUA. Due to CFPUA treating the sewage, the H₂S has to be less than 5 ppm and monitored continuously through SCADA.

Pender County Utilities received bids for the odor control project on January 19, 2023. We had five companies submit proposals for the project. The companies that submitted proposals were Aulick, Evoqua, Hendrick & Associates, Pencco, and Source Technologies. Following state law, we had enough bids to open sealed bids on January 23, 2023. The staff evaluated and graded each company by fixed price (rental or buying), the unit price of chemical per gallon, and monitoring/reporting. We then translated that information into a yearly fee, looking at a 3-year comparison.

The lowest bid was Evoqua for \$38,244 per year. With the approval of this resolution and the associated purchase order, PCU will be able to award Evoqua the three-year contract. The contract would begin in April of 2023, and has an option for two (2) additional one (1) year terms upon mutual agreement by both parties. Since FY23 is nearly over, the initial FY23 purchase order amount requested is \$10,974. Funds for this expense were included in the current budget in 073-403372.

ACTION REQUESTED:

Approval of contract with Evoqua for a 3-year term and associated purchase order.

ATTACHMENTS:

Evoqua Contract, RFP Odor Control Evaluation



February 16, 2023

Katie Leubner
Project Manager
Pender County Utilities & Solid Waste
605 E Fremont St
P O Box 995
Burgaw, NC 28425
Office: (910) 663-3776
Mobile: (910) 612-9176
Email: kleubner@pendercountync.gov

**RE: FULL SERVICE ODOR CONTROL PROGRAM
PENDER COUNTY, NC – REGIONAL PUMP STATION
REF: RFP Response: RFP# 221205-239
Evoqua Quote No. 2023-584724**

Dear Ms. Leubner,

Thank you for your interest in Evoqua Water Technologies LLC. Evoqua would like to submit the following proposal to install a Bioxide® Chemical Feed and Storage System at Regional PS. This proposed feed system will control hydrogen sulfide to an average of 5ppm or less, thus giving the County protection from H2S odor and corrosion on the Regional forcemain to the outfall control point.

The below proposal outlines the scope of supply for equipment, monitoring instrumentation, and service THAT Evoqua will provide to execute the solution reflected in our response to RFP# 221205-239.

Evoqua Water Technologies LLC is established as an industry leader for the supply of odor and corrosion control products and services. The Evoqua Municipal Services Division employs over 175 engineers, chemists, technicians, transportation personnel and managerial/support staff to meet the odor and corrosion control needs of our customers nationwide.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the below proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

If you have any questions, please do not hesitate to contact me at (919) 455-6368.

Sincerely,

Evoqua Water Technologies LLC

Richard Sanchez

Richard Sanchez
Technical Sales Representative – North Carolina
Email: Richard.sanchez@evoqua.com

2650 Tallevast Road, Sarasota, FL 34243 USA
Tel: +1 (800) 345-3982
Fax: +1 (941) 359-7985 www.evoqua.com



FULL SERVICE BIOXIDE® ODOR CONTROL SYSTEM, H2S & CHEMICAL INVENTORY MONITORING, AND QUARTERLY SERVICE

**REGIONAL PUMP STATION
PENDER COUNTY, NC**

Quotation # 2023-584724
February 16, 2023

Sales Representative

Richard Sanchez
Evoqua Water Technologies LLC
Mobile: (919) 455-6368
Email: richard.sanchez@evoqua.com

2650 Tallevast Road, Sarasota, FL 34243 USA
Tel: +1 (800) 345-3982
Fax: +1 (941) 359-7985 www.evoqua.com





BACKGROUND

Evoqua has investigated the collection system upstream of the control point to provide an appropriate odor control solution for reducing sulfide levels at the Regional forcemain outfall control point. Using flow rates and forcemain dimensions provided by the county, along with grab samples from upstream lift stations, sulfide generation within the collection system was modeled.

It is estimated to take 16GPD Bioxide fed directly into the Regional PS wet-well, to remove all existing hydrogen sulfide entering the Regional PS, and to prevent the generation of hydrogen sulfide along the force main.

In addition, Evoqua can provide all the needed equipment, monitoring instrumentation, and service to ensure consistent treatment and compliance for the County.

TREATMENT OBJECTIVE

Evoqua Water Technologies shall control odors at the control point by feeding Bioxide into the Regional PS wet-well. Average atmospheric sulfide levels shall be < 5 ppmv at the control point. To ensure consistent treatment, Evoqua will provide H₂S monitoring instrumentation to transmit atmospheric H₂S data daily. Evoqua will use chemical inventory monitoring instrumentation to ensure timely Bioxide deliveries and Evoqua will also provide routine quarterly preventative maintenance on the provided equipment to ensure proper operation.

SCOPE OF SERVICES

1. EQUIPMENT

Evoqua Water Technologies shall provide the following equipment:

- 1- 3,000 Nominal Gallon, Single Wall, High Density Cross Linked Polyethylene Chemical Storage Tank, Black in color. (7'6" Diameter, 10'2" Tall, Specific Gravity 1.90)
- 1- Single Wall Piping Kit shall consist of:
 - 40 ft 1/2" schedule 80 PVC Pipe
 - 1- 2" Stainless Steel Male Camlock
 - 1- 2" Plastic Female Camlock Cap
 - 1- 2" Schedule 80 PVC Tank Fill Piping
- (1) Simplex Control and Dosing Panel
 - (1) 24-Hour Time Clocks
 - (1) 316 SS Control Enclosure
 - (1) 15 Amp Circuit Breaker, 115 volt
 - (1) Ground Fault Convenience Receptacle
 - (1) Dry Contact to Receive Signal from Remote Source
- 1- M-15907-002 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 12.5 to 125 mL/min and a maximum discharge pressure of 35 psi.
- 1- Pressure Transducing Sensor for remote tank level monitoring
- 2- VaporLink® Remote H₂S Monitoring devices for rotational deployment at the control point every 90 days - Evoqua shall be responsible for the calibration and deployment of the VaporLink® units.
- 1- VaporLink® Antenna Kit which shall consist of:



- (1) VaporLink® Signal Booster
- (1) VaporLink® Antenna

1- SIM Card

1- All necessary piping and fittings for the installation

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

2. SITE AND UTILITIES

Pender County shall be responsible for having certain facets of site preparation completed prior to Evoqua's Mechanical Installation of the Chemical Feed System. The County is required to supply the following for the Chemical Feed System:

- Power – 15A / 120VAC / 1PH (provided within 5' of equipment)
- Final landing to the power supply
- Floor Space – 10' x 12' leveled gravel area (preferably near the wetwell)
- Short truck tanker access for chemical delivery
- Access to the control point and sufficient conditions for the H2S monitor to collect atmospheric data

Evoqua Installation Services include:

- Tank penetrations
- Installation of fill piping on tank
- Installation of U-vent
- Installation of suction piping from tank to pumps
- Installation overfill site gauge
- Installation of calibration relief/overfill line
- Installation of pressure, when required
- Mounting and placement of feed system
- Setting of the tank or provision of crane

Evoqua Installation Services exclude:

- connections
- Electrical supply and final connection
- Any concrete work, trenching, excavation, and backfill
- Any Below grade piping

3. SCHEDULE

Equipment: 12– 18weeks after approved executed contract & PO

4. PREVENTATIVE MAINTENANCE AND MONITORING SERVICES

An Evoqua service technician will perform routine maintenance and sampling for the chemical feed site at a *minimum of four (4) times per year*. These visits will be conducted at a frequency *not more than three (3) months apart* and shall consist of preventative maintenance on the Bioxide dosing system along with odor control point liquid phase sampling and rotation of the atmospheric H2S monitor. A written report will be



provided following the site visit. Sampling and routine maintenance services will include, but not be limited to the following:

- Liquid phase testing for performance evaluation and feed rate adjustments. The parameters measured shall be:

Parameter Monitored	Method
Dissolved Sulfide	Methylene Blue, pre-flocced to remove insoluble sulfides
Ph	Combination Glass Electrode
Temperature	NIST calibrated Thermometer
Residual Nitrate	HACH Nitrate Strips

Table 1 – Performance Sampling Methods.

- Continuous Vapor Phase monitoring for performance evaluation and feed adjustments
 1. A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H₂S concentrations at the control point. Continuous atmospheric H₂S data will be made accessible through Evoqua's Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H₂S concentration exceed a high level or average alarm set point.
 2. Evoqua Water Technologies shall respond to all alarms and make any necessary process adjustments to ensure the treatment objective is being met.
- Optimization of chemical feed rates based on performance evaluations.
- A report will be issued to Pender County after each visit noting the following:
 1. Beginning feed rate in ml/min, gal/day
 2. Liquid phase data collected
 3. Adjusted feed rate in mL/min, gal/day
 4. Tank Levels
 5. General Condition of the feed and storage equipment

Sampling and optimization visits are crucial so that seasonal temperature changes and chemical demand changes in the wastewater may be accounted for. System optimization minimizes long periods of time where chemical overfeeding or underfeeding might occur, and will lead to increased system performance.

5. PRICE

Evoqua is pleased to offer the following price for the full-service program for a one (1) year period, from date of contract acceptance. Pricing shall be subject to annual review following year 1. Any changes in pricing must be submitted in writing and mutually agreed to.

One-time Installation Fee: **\$ 4,600**

Full-Service Program Fee: **\$ 3,187 / month**

Equipment, Chemical, and Service: **Included in the Full-Service Program Fee**



Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The Pender County Terms and Conditions are considered part of this proposal and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, we would appreciate the opportunity to discuss alternatives with you.

If you have any questions regarding this proposal, please do not hesitate to contact me at (919) 455-6368.

Sincerely,

Richard Sanchez

Richard Sanchez
Technical Sales Representative

Evoqua Water Technologies LLC

**RE: FULL SERVICE ODOR CONTROL PROGRAM
PENDER COUNTY, NC – REGIONAL PUMP STATION
REF: RFP Response: RFP# 221205-239
Evoqua Quote No. 2023-584724**

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O.Number _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-fags> . Ask us how to avoid paying fees by migrating to ACH CTX payment type

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

Pender County Utilities

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

Evoqua Water Technologies LLC

By: _____

Name: Gary Snyder

Title: Director Field Service

Date: 2/23/2023

Digitally signed by
Gary A. Snyder
DN: cn=gary@evoqua.com, c=US,
ou=Evoqua Water Technologies
LLC
Date: 2023.02.23 14:52:36 -05'00'

Notice Address for Each Party:

Pender County Utilities

Attn: _____

Company: Evoqua Water Technologies LLC

Attn: Gary Snyder

2650 Tallevast Road,

Sarasota, FL 34212

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

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

Meg Blue, Finance Officer

Pender County – Purchase Order TERMS AND CONDITIONS

In accepting this Purchase Order, from Pender County North Carolina (the "County"), your company (the "Vendor"), acknowledges and agrees to abide by the Terms and Conditions set forth below. Additional terms and conditions stated on the face of this Purchase Order shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this Purchase Order but incorporated by reference therein shall be binding only if provided or signed by the County and attached hereto. In the event that a binding written contract signed by both the Vendor and the County exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this Purchase Order as expressly stated.

1. **COUNTY RIGHT TO CANCEL OR RESCIND** – The County reserves the right to cancel or otherwise rescind a Purchase Order based on the County's best interest.

2. **PURCHASE ORDER REQUIRED** – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

3. **VENDOR FAILURE TO DELIVER** – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

4. **CHANGES** – If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation. Any changes to this Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

5. **INVOICES** – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of this Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

6. **PRICE** – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

7. **TAXES** – ~~Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes.~~ Vendor is required to list all applicable taxes as separate lines on the face of the invoice.

8. **DELIVERY/TITLE** – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following

shipment and prior to acceptance by County shall be the responsibility of Vendor.

9. **RIGHT OF INSPECTION AND REJECTION** – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.

10. **ASSIGNMENT** – Neither this Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.

11. **WARRANTY/PERFORMANCE** – Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

12. **INDEMNIFICATION - INFRINGEMENT** – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

13. **INDEMNIFICATION – DAMAGES** – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

14. **INDEMNIFICATION – CONSEQUENCES OF ACTIONS** – If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any

accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

15. **USE OF COUNTY NAME OR LOGO** – Vendor agrees not to release any advertising or other materials using the County's trademark, quoting the opinion of any County employee or implying in any way that the County indorses Vendor or its products or services.

16. **FEDERAL OR STATE STATUTE** – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

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

18. **INSURANCE** – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.

19. **STRICT COMPLIANCE** – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

20. **MATERIAL SAFETY DATA SHEETS** – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

21. **VENUE FOR LEGAL ACTIONS** – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.



**Proposal in Response to
Request for Proposals
RFP # 221205-239 Pump Station Odor Control**



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1. EXECUTIVE SUMMARY

Evoqua Water Technologies LLC (Evoqua) is uniquely qualified to provide the best, most efficient Odor and Corrosion Control Program to Pender County. We have taken advantage of business changes and increased knowledge of the Pender County collection system to prepare a proposal for an effective and cost-efficient program which will add value to Pender County's operations while increasing synergy with CFPUA. We thank you for the opportunity to participate in this Request for Proposals.

Evoqua approaches all wastewater odor problems with the initial goal of clearly defining the problem, then establishing treatment requirements to mitigate the problem, and finally engineering and executing a technically appropriate treatment program guaranteed to solve the problem at hand. This business philosophy has enabled Evoqua to successfully solve thousands of municipal wastewater collection system and wastewater plant odor problems over the past 46 years. A direct and transparent approach has enabled Evoqua to become the municipal industry's leading odor control program provider with the most comprehensive resume of odor control technologies and services.

The best solution or technology for a given wastewater odor problem often changes with time as wastewater characteristics, hydraulic conditions, community proximity to wastewater facilities, and available odor control technologies change. Therefore, the philosophy outlined above is repeated periodically for a given installation to ensure the current treatment program is still the most appropriate.

For this proposal, Evoqua will be utilizing our designed in-house chemical dosing equipment and our Bioxide® Solution, which is a non-hazardous aqueous solution of calcium nitrate containing 3.5lbs of nitrate-oxygen per gallon, to provide the needed treatment of the Regional Lift Station wastewater before it enters CFPUA's system. Evoqua has other products available that could be used in combination with Bioxide to provide greater treatment and performance. We have provided information on these optional upgrades in this response.

Several requirements are clearly expressed by Pender County in the RFP document. This proposal demonstrates several key features to meet the RFP requirements highlighted as follows:

- Evoqua has a clear understanding of the scope of service required and the technical competence to fulfill the service and performance outlined in the RFP. To summarize, the main objective of our solution is to ensure the wastewater from Pender County's Regional Lift Station has an atmospheric H₂S concentration of 5ppm or less when entering CFPUA's collection system.
- Evoqua proposal clearly defines the methodology and process by which required service and performance will be provided.

- Evoqua has the ability to provide full-service capabilities should this be deemed worthwhile.
- Evoqua can provide all the required data reporting to monitor treatment performance.
- Evoqua takes safety very seriously. This commitment to safety allows for rapid response to issues such as spills and other unforeseen events.
- Evoqua has a very active quality control program which gives our customers assurances that our products are of a consistent quality and purity.
- Evoqua has a proven track record in the municipal odor and control business with hundreds of satisfied customers. Please see our reference list in the proposal.
- Data from Evoqua's past experiences in the Pender County system was used in preparation of this proposal.

Thank you for the opportunity to be of service to Pender County and we greatly appreciate your consideration to our RFP response. We look forward to discussing our solution with you in more detail.

2. INTRODUCTION

There are multiple objectives Evoqua shall achieve through the sulfide control offering, which are explicitly outlined in this proposal. The primary objectives relate to the control of hydrogen sulfide and the associated odor and corrosion. These objectives are:

- o Reduce the average level of atmospheric H₂S at the respective control point where Pender County's wastewater enters CFPUA's system to less than or equal to 5ppm.
- o Provide the needed H₂S monitoring equipment and monitors to ensure treatment at the respective control point is consistently met and transparent to Pender County through daily data transmission.
- o Provide the County with an option to procure all the needed equipment, training, and know how upfront so the County can manage the H₂S control program in house.

Evoqua shall achieve the above objectives without creating adverse problems in the treatment system such as:

- o Disrupting the current operations of CFPUA. Evoqua's Bioxide® Solution is an approved chemistry to be utilized in CFPUA's system.

Evoqua shall also achieve a secondary set of objectives that are not specifically required in the RFP but are an important aspect of an effective Hydrogen Sulfide Control Program. These objectives are to:

- o Provide the most economical sulfide control solution with the highest level of sulfide control.
- o Execute every facet of the sulfide control program in conjunction with the County in a safe and professional manner.
- o Supply consistent quality in chemicals, sulfide control, service, training, and equipment.
- o Utilize our VaporLink® H₂S monitor with our LINK2SITE web portal technology (link2site.evoqua.com) at the respective control point so H₂S data can be captured and viewed daily. Our VaporLink® H₂S monitors allow us to set and receive alarms for when H₂S concentrations become out of compliance, i.e. when H₂S levels are greater than 5ppm. This allows the County to have a proactive approach and troubleshoot problems before they become an odor or corrosion issue.
- o Provide an optional upgrade so odor control treatment can be delivered at the Regional Lift Station.

3. SOLUTION RECOMMENDATION, APPROACH, & METHODOLOGY

In the Request for Proposals, Pender County states: *"Due to CFPUA treating the sewage, H2S needs to be less than 5ppm and monitored continuously through SCADA. Prospective firms are encouraged to take their own samples for analysis."*

The RFP also states: *"The County plans to manage their own odor control treatment program after the initial training."*

Evoqua has completed extensive H2S testing in the Pender's County system, including at the control point where Pender County's wastewater enters CFPUA's system. Our analysis, solution, and cost are based off the data we collected. The data we collected is more conservative than what was advertised in the RFP. For example, the RFP reflects 3.5 mg/l of H2S being present in the wastewater at the Regional Lift Station but the H2S data that Evoqua collected in May of 2021 shows 8 mg/l of H2S being present in the wastewater at the Regional Lift Station. Therefore, our projected chemical usage and thus cost are based on treating this higher amount of sulfide.

In order to provide the needed treatment so the average atmospheric H2S levels of the Regional Lift Station wastewater is less than 5ppm upon entering CFPUA's system, Evoqua proposes the installation of a 3,000gal single-wall Bioxide® Storage Tank with a Simplex pump dosing system to introduce Bioxide directly into the wet well of the Regional Lift Station. A drawing of the Bioxide dosing system Evoqua would provide is shown on "ATTACHMENT A" in the attachments section of our RFP response. Furthermore, our Bioxide® dosing equipment comes equipped with our TankLink® chemical inventory monitoring device which transmits chemical inventory levels and chemical usage daily to our LINK2SITE web portal which Pender County will have access to. This allows the County to view the systems operation remotely through any internet enabled devices and helps with confirming normal operation of the system and the scheduling of chemical deliveries. Screenshots from our LINK2SITE® web portal reflecting the TankLink monitoring device data has been provided as "ATTACHMENT B" in the attachment sections of our RFP response. Evoqua is able and willing to provide Pender County with the necessary training to operate the Bioxide® Dosing system in-house.

Based off 8mg/l of H2S being present at the Regional Lift Station and considering the sulfide that will be formed on the pipe run from the Regional Lift Station to the point where the wastewater enters CFPUA system, Evoqua has modeled a Bioxide® estimated feed rate of 16 gallons per day to satisfy the 5ppm treatment objective at the respective control point. The administration of 16gpd of Bioxide will allow for H2S corrosion protection of the forcemain from the Regional Lift Station to the respective control point. It will also eliminate odor associated with the wastewater to the respective control point but not including at the Regional Lift Station. Please recall that our estimated chemical usage is based on the higher, more conservative H2S data that we collected and will cause for our associated cost to look inflated compared to others who assumed 3.5mg/l of H2S at the Regional Lift Station per the advertised bid.

Evoqua has visited the Regional Lift Station and has determined 2,500 gal bulk deliveries are possible when utilizing our smaller straight truck delivery vehicle. A photo of the straight truck vehicle we utilize for 2,500 gal Bioxide deliveries has been provided as "ATTACHMENT C" in the attachment sections of our RFP response.

In order to satisfy the continuous H2S monitoring and transmission of atmospheric H2S data requirement, Evoqua proposes the installation of our VaporLink® H2S monitor at the control point where the Pender County wastewater from the Regional Lift Station enters CFPUA's system. Our VaporLink® H2S gas monitors collect atmospheric H2S data continuously and then transmits the captured H2S data to our LINK2SITE® web portal daily. Pender County will have access to our LINK2SITE® web portal a to view the data so informed data driven decisions can be made to the treatment application. Since our VaporLink® H2S gas monitors can only be deployed in the field for periods of 90 days at a time due to calibration and resting requirements, our proposed solution pricing includes rotational VaporLink® monitors and the quarterly service from Evoqua technicians to rotate the VaporLink® monitors and to ensure they are transmitting correctly to LINK2SITE®. Screenshots from our LINK2SITE® web portal reflecting the VaporLink® H2S monitor data has been provided as "ATTACHMENT D" in the attachment sections of our RFP response.

Additionally, Evoqua can provide an optional upgrade to Pender County for an additional cost so odor control can be provided onsite at the Regional Lift Station. The application of Bioxide® at the station will remove and prevent sulfide downstream of the station but won't have any positive affects at the station itself. Should odor control be required at the station, Evoqua can provide a 1,100cfm Whisper B96 biofilter to evacuate and treat the foul air located in the Regional Lift Station wet well. A drawing of the Whisper B96 Biofilter system Evoqua would provide has been provided as "ATTACHMENT E" in the attachments section of our RFP response.

The rest of this section breaks down the specific recommendation for the respective control point for which Pender County has requested sulfide control. The specific recommendations are organized in the following format:

- Monitoring Location
- Background Information
- System Schematic
- Bioxide® Dosing Location
- Optional Upgrade – Biofilter installed at the Regional Lift Station

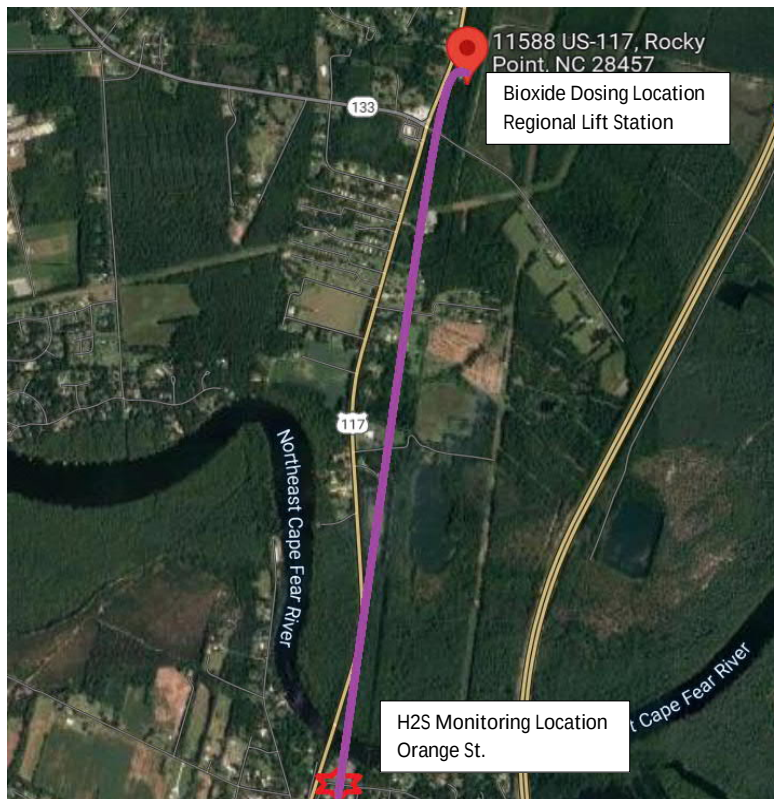
Monitoring Location: Orange St. – Where CFPUA Collection System Begins.

Background Information

The average wastewater flow through the Regional Lift Station to the CFPUA collection system is ~38,000 gallons per day. This wastewater already has 8mg/l of H₂S associated with it while at the Regional Lift Station wet well, and more H₂S is expected to be generated on the 2.3 mile 6" pipe run from the Regional List Station to the CFPUA control point located on Orange St.

System Schematic

The figure below illustrates the relationship between the Bioxide dosing location at the Regional Lift Station and the H₂S control point located off Orange St.



Upstream Dosing Location

In order to control the sulfides at the Orange St. monitoring point, Evoqua has determined that an average of 16gpd of Bioxide chemical must be dosed at the Regional List Station to satisfy the 5ppm treatment objective.

Optional Upgrade

Should the County also want to control odors at the Regional Lift Station, then a Whisper B96 biofilter unit could be installed to treat the average H₂S concentration of 647ppm with peaks of 1,399ppm that is found at the Regional Lift Station wet well.

Evoqua has provided multiple pricing & service options in the pricing section for Pender County to take advantage of our recommended solution summarized above.

4. SPECIFIC SULFIDE CONTROL PRODUCTS FOR PENDER COUNTY

Evoqua recognizes that there are many contributing factors that go into the generation and release of corrosive and odorous hydrogen sulfide gas. Because of the different challenges for each unique odor control problem, Evoqua offers a broad array of odor control chemicals. Evoqua's liquid phase product line has been proven effective and safe for use in municipal collection systems throughout its 46-year history in the full-service odor control sector.

The sulfide control chemical offering to Pender County has been thoroughly tested and has been fully verified to be effective and safe for sulfide control in municipal collection systems. The mechanisms of each product in our proposed solution for the reduction of the formation of hydrogen sulfide in the wastewater and the air above it is outlined in further detail below.

Bioxide®

Bioxide® solution utilizes a process developed by Evoqua Water Technologies to biochemically treat dissolved hydrogen sulfide and other odor compounds produced in wastewater under septic conditions. Bioxide® is primarily used in long detention time force mains via metering treatment solution at pump stations. Bioxide® contains a minimum of 3.5 pounds of nitrate-oxygen per gallons and has a minimum specific gravity of 1.45, it contains no hazardous substances as listed in 40 CFR 302 and is not DOT regulated. Additionally, Bioxide® has the following properties:

Appearance & Odor: Clear or light brown solution

Vapor Pressure: 20

Vapor Density (Air=1): 0.03

Boiling Point (of solution): 220° F

Melting Point: Not applicable

Specific Gravity at 20° C: 1.45

Solubility in Water: Complete

Volatile Percentage (water): 40

pH range: 5.5 – 7.5

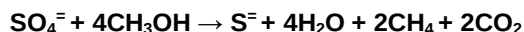
Freezing/Crystallization Point: < -20° F

The SDS for Bioxide has been provided as "ATTACHMENT F" in the attachments section of our response. The hydrogen sulfide prevention and removal mechanism for Bioxide® is outlined below:

It is known that bacteria commonly present in wastewater collection systems will use dissolved oxygen, nitrate, and sulfate as oxygen sources for respiration, in that order of preference. Dissolved oxygen is usually present in "fresh" wastewater, but is rapidly depleted by biological activity. There is typically very little nitrate present in the wastewater, while sulfate is typically abundant. Since little or no nitrate is available, the bacteria begin utilizing sulfate when the dissolved oxygen is depleted. The byproduct of the sulfate uptake process is dissolved sulfide. The dissolved sulfide combines with hydrogen ions to form hydrogen sulfide, causing odor and corrosion problems. Nitrate can be added to wastewater to control dissolved sulfide. There are two mechanisms by which nitrate can be used to provide this control. It can be used as a substitute oxygen source to prevent sulfate uptake and thus the formation of sulfide. This mechanism is known as "sulfide prevention". Nitrate can also be used to remove existing sulfide via the "removal" mechanism, which is also known as the Bioxide® Process. Both mechanisms, Prevention & Removal, of Bioxide® will be utilized in our solution to Pender County.

It has been well established that the Bioxide® Process is effective for continuous removal of existing dissolved sulfide in wastewater systems. The stoichiometric nitrate requirement for the Bioxide® Process is 2.4 pounds NO₃-O per pound of sulfide removed (Hunniford, 1990). There is no direct relationship between the amount of sulfide treated and the amount of nitrate applied for the prevention mechanism, however empirical data indicate a nitrate to sulfide mass ratio of ten-to-one (Bowker, et al, 1985). The following information is presented as a comparison of the processes and an explanation for the differences in application rates.

Prevention: The prevention mechanism uses oxygen-source substitution to prevent the formation of dissolved sulfide. Under "untreated" conditions a carbon source (BOD) is consumed by bacteria in the wastewater in the presence of sulfate-oxygen, producing sulfide. If a single carbon source (methanol) is assumed for simplicity, the resulting reaction is as follows:



In this process 0.25 moles sulfate are used and 0.25 moles of dissolved sulfide are produced for every mole of carbon consumed.

This process is prevented when nitrate is added to the wastewater. In the presence of nitrate the carbon source is consumed via an anoxic denitrification reaction, producing no sulfide. Again assuming a single carbon source (methanol) for simplicity, the reaction is as follows:

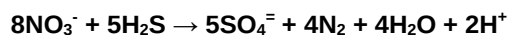


In this process 1.2 moles of nitrate are used and zero moles of sulfide are produced for every mole of carbon consumed.

Expressing the nitrate requirement on an amount of sulfide prevented basis for these assumed reactions: (1.2 moles nitrate/mole carbon)/(0.25 moles sulfide/mole carbon) = 4.8 moles nitrate required per mole sulfide prevented. On a mass basis, 9.3 pounds NO₃, or 7.2 pounds NO₃-O, are required per pound of sulfide.

The above analysis shows a "best-case" scenario for the prevention mechanism. In actual field applications higher carbon consumption (BOD reduction) rates are typically observed under anoxic conditions then under anaerobic conditions, therefore the nitrate-oxygen used is typically somewhat higher than the amount predicted here.

Removal: The removal mechanism (Bioxide® Process) uses naturally occurring bacteria to biochemically oxidize dissolved sulfide in the presence of nitrate. This mechanism takes place when Bioxide® is applied in wastewater that contains dissolved sulfide. The sulfide is typically either 1) generated upstream of the Bioxide® injection point, where no nitrate exists in the wastewater, or 2) is contributed downstream via a septic lateral flow. Then nitrate is injected in sufficient quantities to biochemically oxidize the sulfide via the following reaction (Hunniford, 1990):



This reaction takes place in the bulk flow and in the upper zones of the slime layer. Nitrate is not added in sufficient quantities to fully saturate the slime layer, therefore sulfide production continues to occur in the lower zones of the slime and is removed in the upper zones or in the bulk flow. In this process 1.6 moles of nitrate are used for every mole of sulfide removed. On a mass basis, 2.4 pounds NO₃-O are required per pound of sulfide.

Regular testing using nitrate strips can confirm the presence of excess nitrate nitrogen in the wastewater and can be used to optimize and control the amount of chemical overfeed.

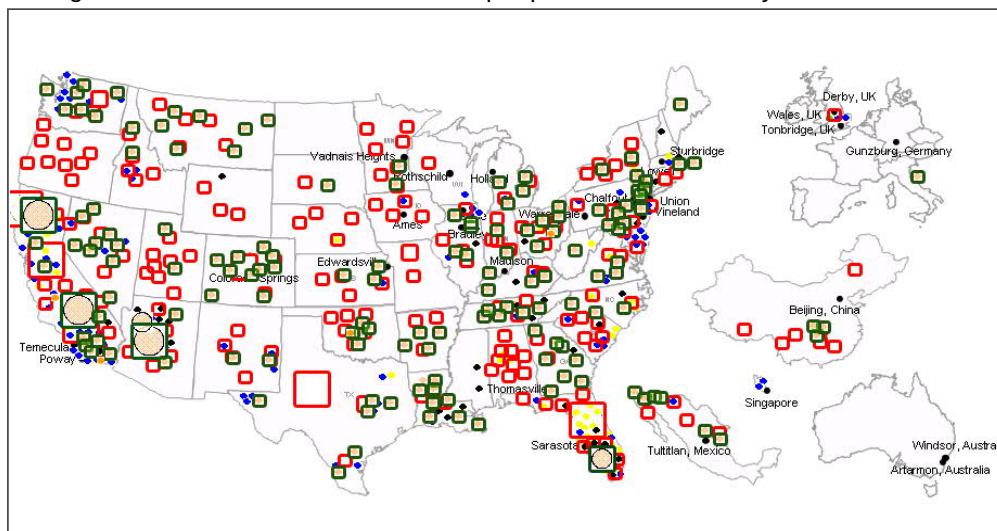
Optional Odor Control Upgrade

Although Bioxide® will solve the main objective of ensuring that the wastewater from the Regional Lift Station will have an average atmospheric H₂S concentration of 5ppm or less when it enters CFPUA system. Evoqua is also providing an optional upgrade for Pender County to consider should they want to provide point source odor control at the Regional Lift Station to ensure the station odor issue is solved. This involves utilizing our Whisper B96 Biofilter vapor phase product to evacuate and treat the foul air in the wet well at the Regional Lift Station

Vapor Phase Technologies

In addition to being the leader in products designed to treat dissolved sulfides in wastewater, Evoqua provides systems that are engineered to remove atmospheric sulfides from the air. Often a combination of liquid and vapor phase technologies yields improved odor and corrosion control at a lower price than chemical treatment alone. By giving the County the option to utilize

a Biofilter at the Regional Lift Station, it circumvents the reoccurring cost and addition of chemical at the upstream pump stations so odor control can be provided to the Regional Lift Station. Evoqua Water Technologies has manufactured and installed over 200 biofilters & bio-scrubbers, and more than 250 carbon adsorbers in the United States and throughout the world. The figure below shows the locations of vapor phase odor control systems.



A successful vapor phase odor control application consists of three key components. Firstly, the right type of equipment must be selected for the right application. Secondly, the equipment must be sized correctly for the application. Thirdly, a professional service program and/or in-depth training must be utilized in order to ensure equipment operates at peak efficiency.

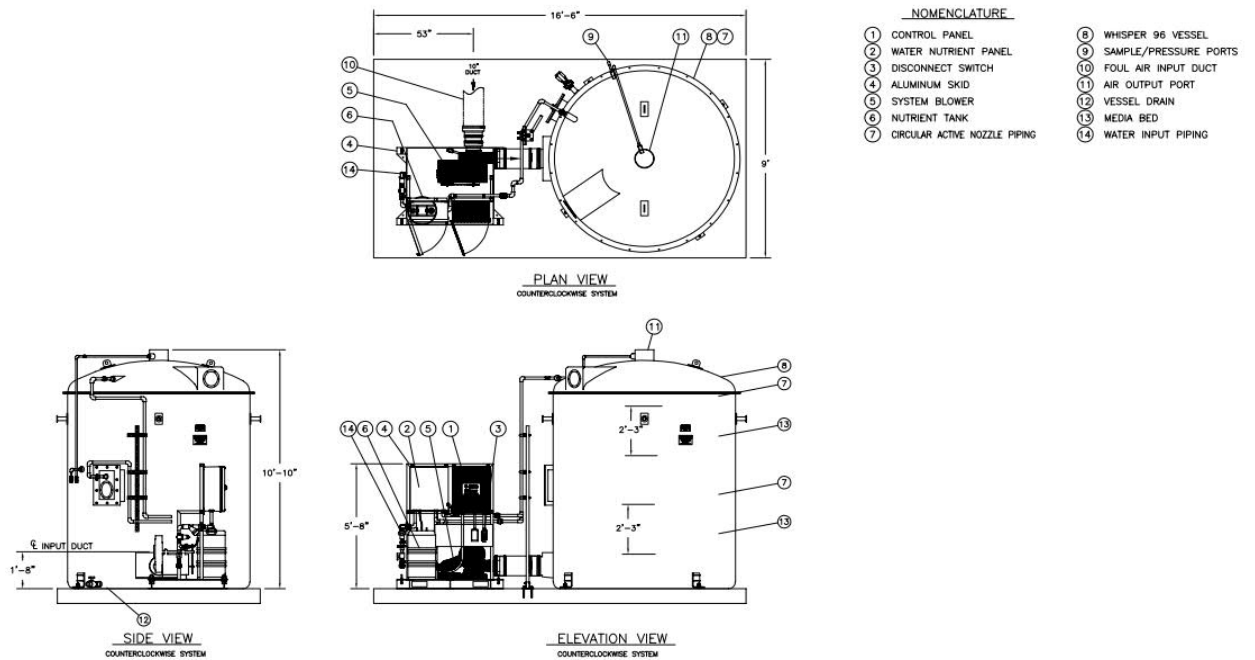
Evoqua recommends a Whisper B96 vapor phase unit to solve the odor issue at the Regional Lift Station. General information on our Biofilters is provided below:

- Biofilters
 - o Air flow ranges from 75 to 15,000+ CFM.
 - o Low operational cost.
 - o Average hydrogen sulfide concentrations up to 100 ppmv.
 - o Requires consistent hydrogen sulfide loadings.

Biofilters

Evoqua is capable of providing Biofilters in a wide spectrum of airflow ranges, from as low as 75 cubic feet per minute up to airflows exceeding 15,000 CFM. Biofilters work by encouraging the growth of microbiology on a support matrix within the vessel. The microbiology metabolically oxidizes hydrogen sulfide in the air. A well designed Biofilter consists of a support matrix for the biology which maximizes surface area while reducing pressure drop, an irrigation system which provides both nutrients and water to the bacteria, a properly sized vessel and fan, as well as a

control panel for the regulation of nutrient and air flow. Biofilters are best used at sites with high hydrogen sulfide loads, and where the necessary utilities are readily available.



5.PRICING

Evoqua can provide the below pricing structures for Pender County to take advantage of our proposed solution summarized above. The first approach allows Pender County to purchase as much of the equipment upfront so the H2S control Program can be managed in-house. The last option provides the County with an alternative pricing structure that allows for a more full-service turn-key approach with Evoqua managing the H2S control program.

Pricing Option 1:

- Purchase the 3000SW Simplex Bioxide Dosing System & necessary training for a one-time payment of \$47,711.
- Purchase Bioxide Solution in 2,500gal size loads for \$4.91/gal. Estimated usage of 16gpd.
- Pay a monthly fee of \$591 for the continuous atmospheric air monitoring, chemical inventory monitoring, LINK2SITE access, and quarterly gas monitor service.
- *Optional Upgrade:* Purchase a Whisper B96 Biofilters should point source odor control be wanted at the Regional PS for \$165,843. We can also provide quarterly service on the biofilter for an additional \$260 added to the monthly fee mentioned above.

Pricing assumes the County will receive, offload, & set the needed equipment and provide the needed utilities for the systems to operate correctly. Pricing for Bioxide Solution and monitoring services is valid for one year upon contract initiation. One-time equipment sale pricing is valid for 30days. Pricing does not include applicable taxes and taxes would be the responsibility of the County.

Pricing Option 2:

- Evoqua will provide an Evoqua owned Bioxide dosing equipment, continuous atmospheric air monitoring, chemical inventory monitoring, LINK2SITE access, quarterly service, and required amount of Bioxide solution (chemical) to achieve the needed treatment objective for: \$3,187/month.
- *Optional Upgrade:* Evoqua can provide an Evoqua owned Whisper B96 Biofilter with quarterly service for an additional \$3,956/month and a one-time upfront mobilization fee of \$11,868.

Pricing assumes the County will receive, offload, & set the needed equipment and provide the needed utilities for the systems to operate correctly. Pricing is valid for one year contract initiation. Pricing does not include applicable taxes and taxes would be the responsibility of the County.

6.SCOPE OF SERVICE & PENDER COUNTY RESPONSIBILITY

Under Pricing Option 1:

The day-to-day operations of the H2S control program, feed rate adjustments, data reporting, delivery logistics, and preventive maintenance is the responsibility of Pender County. Evoqua would be responsible for installing the required equipment and providing the necessary training so the County can operate the equipment successfully. Evoqua would be responsible for rotating the VaporLink H2S gas monitors and ensuring the County has access to LINK2SITE.

Responsibility of the County:

- Receive, Offload, and Set the required equipment at the Regional Lift Station.
- Provide 120VAC, 20amp, single-phase electrical service for the Bioxide dosing system at the Regional Lift Station.
- Provide a 9' x 12' leveled area for the Bioxide dosing system. Preferably a concrete pad, but a leveled pea gravel pad would be sufficient.
- Provide delivery access to the dosing site for our straight truck delivery vehicle.
- Ensure access to the control point and sufficient conditions for the H2S monitor to collect atmospheric H2S data

Responsibility of the County- Optional Biofilter Upgrade

- Provide an 18' x 12' concrete pad for the Biofilter to rest on.
- Provide 480 VAC, 60Hz, 3-phase, 15 amp three-phase electrical service.
- Provide a 1-inch water supply line to the unit capable of 10gpm @ 30psi.
- Provide a 2-inch process water drain line from the unit to the wet well.
- Provide 10-inch Schedule 40 air duct from the wet well to within 5 ft. of the Biofilter.

Under Pricing Option 2:

The day-to-day operations of the H2S control program, feed rate adjustments, data reporting delivery logistics, and quarterly preventive maintenance is the responsibility of Evoqua. Evoqua would be responsible for installing the required equipment. Evoqua would also be responsible for rotating the VaporLink H2S gas monitors and ensuring the County has access to LINK2SITE.

Responsibility of the County:

- Receive, Offload, and Set the required equipment at the Regional Lift Station.
- Provide 120VAC, 20amp, single-phase electrical service for the Bioxide dosing system at the Regional Lift Station.
- Provide a 9' x 12' leveled area for the Bioxide dosing system. Preferably a concrete pad, but a leveled pea gravel pad would be sufficient.

- Provide delivery access to the dosing site for our straight truck delivery vehicle
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Responsibility of the County- Optional Biofilter Upgrade

- Provide an 18' x 12' concrete pad for the Biofilter to rest on.
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- Provide a 1-inch water supply line to the unit capable of 10gpm @ 30psi.
- Provide a 2-inch process water drain line from the unit to the wet well.
- Provide 10-inch Schedule 40 air duct from the wet well to within 5 ft. of the Biofilter.

7. LEAD TIMES & PROGRAM START-UP

Evoqua can provide the required Bioxide Dosing system, Bioxide Solution, VaporLink H2S monitors, access to LINK2SITE, Install Services, Training Services, and start-up of the system within 12-18 weeks of notice to proceed.

Optional Biofilter Upgrade: Evoqua can provide the Whisper B96 Biofilter unit and install services within 20-26 weeks of notice to proceed.

8. SAFETY

Evoqua is committed to protecting the safety and health of its employees, as well as the environment, others involved in its operations, its customers, and the public. This commitment requires compliance with all applicable laws and regulations, facilities that are designed and operated to high standards, systematic identification and management of safety, and health and the environment. Evoqua is dedicated to the pursuit of safety in all aspects of our daily operations. This drive towards safety affects every aspect of the program from safety training, equipment selection, preventative safety implementations, to emergency response procedures. Evoqua is committed to meeting or exceeding governmental regulations.

Safety Training

Every Evoqua employee is required to attend an annual 3-day safety training course, in addition to monthly refresher courses. Additionally, Evoqua regularly performs spot safety audits and surveys to ensure 100% commitment to safety.

Evoqua can provide annual safety training to Pender County employees which shall include the following:

- o Safe chemical handling
- o Safe wastewater handling
- o Safe equipment use

Preventative Safety

Through routine maintenance and equipment inspection, the risks of chemical release and equipment malfunction are reduced. By reducing the risk of chemical spills and ensuring that all engineered equipment is operating at peak efficiency, the safety of all persons involved in the sulfide control program is ensured. Evoqua practices preventative safety through the use of the appropriate personal protective equipment when working on systems, by replacing parts designed to wear out prior to catastrophic failure, by performing regular safety inspections of all equipment, and through an intense internal safety program.

The Evoqua Water Technologies environmental health and safety specialist contact information is provided below:

Michael A. Smee
E-mail: michael.smee@evoqua.com
Direct: 941-359-7926
Cell: 941-962-9933
Fax: 941-359-7985

9. REFERENCES

1. CFPUA, NC

633 Groundwater Way
Wilmington, NC 28411
Contact: Robert Daughtry
Collection System Superintendent
E-Mail: Robert.Daughtry@cfpua.org
Telephone: (910) 332-6637
Time Frame: 10 years with CFPUA and 15+ with COW.

Description: Evoqua was selected by CFPUA to provide odor and corrosion control as part of the OCCP contract in 2019, 2015 & 2010. The Full Service Odor and Corrosion Control Program provided by Evoqua included 23 Bioxide® feed locations with the goal of controlling odor and corrosion at multiple downstream locations. Treatment objectives are met on a daily basis with the use of the VaporLink H2S Monitor supplied by Evoqua. Service activities include, routine liquid/vapor sampling, equipment maintenance, pump repair, inventory control and performance reporting. Evoqua also operated the 3 vapor phase carbon units within the collection system and facilitated the carbon changeouts.

2. The City of Raleigh

8500 Battle Bridge Rd
Raleigh, NC 27610
Contact: Josh Quinn
Plant Maintenance Supervisor
E-Mail: Joshua.quinn@raleighnc.org
Mobile: (919) 868-7974
Time Frame: 10+ years

Description: The Full-Service Odor and Corrosion Control Program provided by Evoqua includes monthly service, advanced dosing, feed equipment, Vaporlinks, and access to our Link2site website with the goal of controlling odor and corrosion at multiple downstream locations. Service activities include, odor complaint response, seasonal feed rate adjustments, routine liquid/vapor sampling, equipment maintenance, pump repair, inventory control, and performance reporting.

3. City of Virginia Beach, VA

2405 Courthouse Drive, Building 2
Virginia Beach, VA. 23456
Contact: Mr. Jason Truitt
Utility Engineering Manager
E-Mail: JCTruitt@vb.gov
Telephone: 757-567-9134
Time Frame: 13+ years

Description: Five-year Full-Service Odor and Corrosion Control Contract that includes 17 Bioxide® feed systems, 4 carbon adsorption systems and 1 Biotrickling Filter. The contract includes routine testing, dose optimization, equipment supply, routine maintenance, remote monitoring via Link2site, inventory control and performance reporting.

4. Charlotte-Mecklenburg Utilities

4100 West Tyvola Road
Charlotte, NC 28208
Contact: Stuart Rosenberger
Lift Station Manager
E-Mail: srosenberger@charlottenc.gov
Mobile: (704) 400-2941
Time Frame: 10+ years

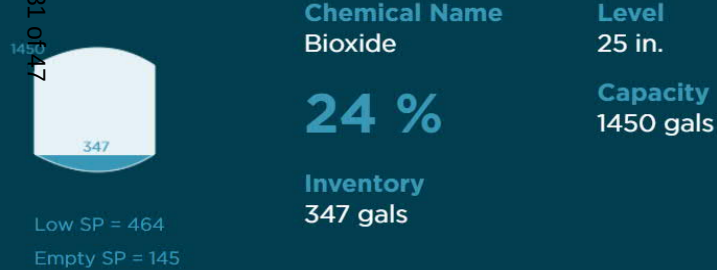
Description: Evoqua provides an on-call Full-Service Odor and Corrosion Program which includes 8 Bioxide feed site. All feed equipment was provided by Evoqua. Our on-call service activities include odor complaint response, equipment maintenance, pump repair, seasonal feed rate adjustments, nitrate testing and hydrogen sulfide sampling. Charlotte has recently moved forward with Evoqua providing real time hydrogen sulfide monitoring VaporLinks and quarterly service

10. ATTACHMENTS

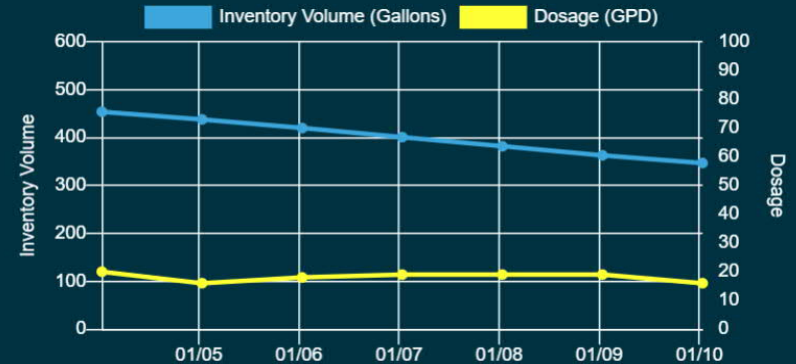
- A.** Drawing: 3,000 gal. single-wall Simplex Bioxide Dosing System
- B.** TankLink Data Screenshots From LINK2SITE
- C.** Bioxide Straight Truck Delivery Vehicle
- D.** VaporLink H2S Data Screenshots From LINK2SITE
- E.** Drawing: Whisper B96 Biofilter
- F.** Bioxide SDS
- G.** General information on our Bioxide Solution
- H.** General information on our Whisper Biofilters

TankLink Data via LINK2SITE – Bioxide System Operation

Status Gauges



Days To Empty	22 Days	Tank Type	-
Last Fill Date	10/05/2022	Evoqua Owned	-
Scheduled Delivery	10/04/2022	Containment	-
Scheduled Amount	1300	Tech For Deliveries	-



From

01/03/2023 15

To

01/10/2023 15:

DOWNLOAD

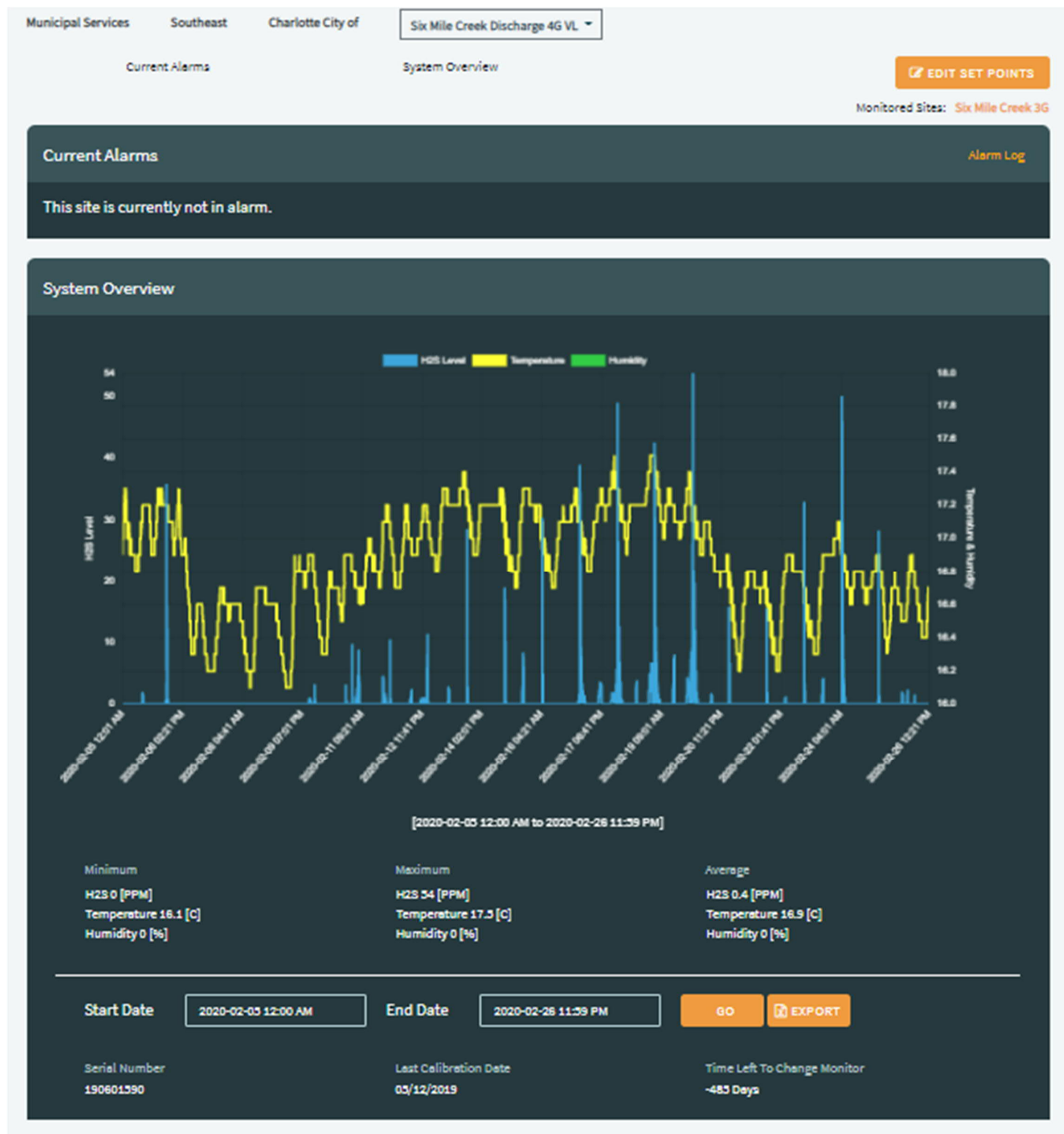
Status / Estimated Usage

Actual Feed Rate 16 GPD	Target Feed Rate 16 GPD	Approx Fill Amount 1328 gals
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Evoqua Straight Truck Delivery Vehicle – 2,500gals Bioxide



VaporLink H2S Data via LINK2SITE – H2S Control Point





PLAN VIEW
COUNTERCLOCKWISE SYSTEM

[illegible]

Bioxide®, Bioxide® AE

Safety Data Sheet

according to the Hazardous Products Regulation (February 11, 2015)

Issue date: 08/18/2017

Revision date: 12/30/2021

Supersedes: 06/03/2021

Version: 4.0

SECTION 1: Identification

1.1. Product identifier

Product form : Mixture
Product name : Bioxide®, Bioxide® AE

1.2. Recommended use and restrictions on use

Recommended use : Odor control
Restrictions on use : None known

1.3. Supplier

Evoqua Water Technologies
210 Sixth Avenue Suite 3300
15222 Pittsburgh, PA
T 724-772-0044
information@evoqua.com

1.4. Emergency telephone number

US and Canada : 800-704-9215
International : +1-360-256-7365

SECTION 2: Hazard identification

2.1. Classification of the substance or mixture

Classification (GHS CA)

Acute toxicity (oral), Category 4 H302 Harmful if swallowed.
Serious eye damage/eye irritation, Category 1 H318 Causes serious eye damage.
Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS CA labelling

Hazard pictograms (GHS CA) :



Signal word (GHS CA) : Danger

Hazard statements (GHS CA) : H302 - Harmful if swallowed.
H318 - Causes serious eye damage.

Precautionary statements (GHS CA) : P264 - Wash hands, forearms and face thoroughly after handling.
P270 - Do not eat, drink or smoke when using this product.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P301+P312 - IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a POISON CENTER or doctor.
P330 - Rinse mouth.
P501 - Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS CA)

No data available

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Bioxide®, Bioxide® AE

Safety Data Sheet

according to the Hazardous Products Regulation (February 11, 2015)

Name	Chemical name / Synonyms	Product identifier	%	Classification (GHS CA)
Ammonium calcium nitrate double salt	Ammonium calcium nitrate double salt Calcium ammonium nitrate / Nitric acid, ammonium calcium salt (1:?:?) / Mineral fertilizer calcium ammonium nitrate	(CAS-No.) 15245-12-2	50 – 60	Acute Tox. 4 (Oral), H302 Eye Dam. 1, H318

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.
- First-aid measures after skin contact : Wash skin with plenty of water.
- First-aid measures after eye contact : Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician immediately.
- First-aid measures after ingestion : Rinse mouth. Call a poison center or a doctor if you feel unwell.
- First-aid measures general : Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Serious damage to eyes.
- Symptoms/effects after ingestion : May be harmful if swallowed.

4.3. Immediate medical attention and special treatment, if necessary

- Other medical advice or treatment : Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable extinguishing media

- Suitable extinguishing media : Water spray. Dry powder. Foam. Carbon dioxide.

5.2. Unsuitable extinguishing media

- Unsuitable extinguishing media : Not determined.

5.3. Specific hazards arising from the hazardous product

- Hazardous decomposition products in case of fire : Toxic fumes may be released.

5.4. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Exercise caution when fighting any chemical fire.
- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

No additional information available

6.2. Methods and materials for containment and cleaning up

- Methods for cleaning up : Take up liquid spill into absorbent material.
- Other information : Dispose of materials or solid residues at an authorized site.

6.3. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection"

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Ensure good ventilation of the work station. Avoid contact with skin and eyes. Wear personal protective equipment.
- Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in a well-ventilated place. Keep cool. Rinse empty containers with water.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No additional information available

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to the Hazardous Products Regulation (February 11, 2015)

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.
Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: liquid
Appearance	: clear
Colour	: colourless to tan
Odour	: odourless
Odour threshold	: No data available
pH	: 4 – 8
Relative evaporation rate (butylacetate=1)	: No data available
Relative evaporation rate (ether=1)	: No data available
Melting point	: Not applicable
Freezing point	: -34°C (-30°F)
Boiling point	: 103 – 105°C
Flash point	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Flammability (solid, gas)	: Not applicable
Vapour pressure	: No data available
Vapour pressure at 50 °C	: No data available
Relative density	: 1.42 – 1.48 @ 20°C
Solubility	: Soluble
Partition coefficient n-octanol/water (Log Pow)	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

Reactivity	: The product is non-reactive under normal conditions of use, storage and transport.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No dangerous reactions known under normal conditions of use.
Conditions to avoid	: None under recommended storage and handling conditions (see section 7).
Incompatible materials	: If allowed to dry, product residue is incompatible with flammable organic materials, reducing agents, and chlorine or hypochlorite products.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.
Hardening time:	: No additional information available

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	: Harmful if swallowed.
Acute toxicity (dermal)	: Not classified

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to the Hazardous Products Regulation (February 11, 2015)

Acute toxicity (inhalation) : Not classified

ATE CA (oral)	500 mg/kg bodyweight
---------------	----------------------

Ammonium calcium nitrate double salt (15245-12-2)

LD50 oral rat	300 – 2000 mg/kg
LD50 dermal rat	> 2000 mg/kg
ATE CA (oral)	300 mg/kg bodyweight

Skin corrosion/irritation : Not classified
pH: 4 – 8

Serious eye damage/irritation : Causes serious eye damage.
pH: 4 – 8

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

STOT-single exposure : Not classified

STOT-repeated exposure : Not classified

Aspiration hazard : Not classified

Symptoms/effects after eye contact : Serious damage to eyes.

Symptoms/effects after ingestion : May be harmful if swallowed.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.

Hazardous to the aquatic environment, short-term (acute) : Not classified

Hazardous to the aquatic environment, long-term (chronic) : Not classified

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Ozone : Not classified

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.

Product/Packaging disposal recommendations : Triple rinse empty containers with water prior to reconditioning.

SECTION 14: Transport information

14.1. Basic shipping description

In accordance with TDG

Transportation of Dangerous Goods

Not regulated for transport

14.2. Transport information/DOT

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to the Hazardous Products Regulation (February 11, 2015)

Department of Transport

Not regulated for transport

14.3. Air and sea transport

IMDG

Not regulated for transport

IATA

Not regulated for transport

SECTION 15: Regulatory information

15.1. National regulations

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the Canadian NDSL (Non-Domestic Substances List)

15.2. International regulations

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Listed on KECL/KECI (Korean Existing Chemicals Inventory)

Listed on NZIoC (New Zealand Inventory of Chemicals)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

SECTION 16: Other information

Issue date : 08/18/2017
Revision date : 12/30/2021
Supersedes : 06/03/2021

Full text of H-statements:

H302	Harmful if swallowed.
H318	Causes serious eye damage.

SDS Canada (GHS)

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable

BIOXIDE® BIOCHEMICAL SOLUTION - THE NATURAL CHOICE FOR ODOR AND CORROSION CONTROL

BIOXIDE® solution is a unique, proven product because it achieves sewage odor control naturally, rather than chemically. This process eliminates the odor, prevents corrosion and overcomes safety concerns associated with atmospheric hydrogen sulfide.

BIOXIDE solution controls hydrogen sulfide odors and corrosion biologically. Introduction of nitrate oxygen via addition of BIOXIDE solution into a waste stream creates an environment in which certain naturally occurring bacteria thrive. These bacteria utilize the dissolved hydrogen sulfide which is present as a part of their metabolism, thereby cost effectively removing any dissolved hydrogen sulfide from the wastewater. As a result, BIOXIDE solution both removes dissolved hydrogen sulfide and prevents its formation.

In addition to hydrogen sulfide, BIOXIDE also combats most other odors commonly found in wastewater treatment systems. BIOXIDE solution has proven effective treatment in many types of wastewater facilities, in widely varying flows, and in any kind of weather.

TYPICAL PHYSICAL PROPERTIES

Nitrate Oxygen Content	3.5 lb/gal
Appearance	Clear liquid
Odor	Odorless
Solubility in Water	Complete
Specific Gravity	1.458 at 20°C
Density	12.16 lb/gal at 20°C
Freezing Point	< -20°C
pH	5 - 7

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

Typical Applications

- Force mains/Pressure mains
- Gravity interceptors
- Lift Stations
- Biosolids processing
- Ponds and lagoons

Proper dosage (as determined by Evoqua Water Technologies) of BIOXIDE treatment solution to a sludge or a wastewater stream, provides for a population of beneficial bacteria which oxidize dissolved hydrogen sulfide and other reduced sulfur compounds as part of their metabolism. By treating the hydrogen sulfide both in flow and solids of the wastewater stream, the process prevents release of hydrogen sulfide into the air, reducing odors and corrosion.

Typical Feed Requirements

Treatment is typically applied in a collection system upstream of the odorous control point. From a carefully selected point(s), the benefits will spread throughout the collection system to the influent of the treatment plant. The process has been documented to reduce dissolved hydrogen sulfide from over 50 mg/l to < 0.1 mg/l in numerous wastewater collection force mains, wet wells and gravity interceptors. Similar results have been achieved with BIOXIDE treatment in sludge lagoons and storage tanks. Due to the biochemical nature of this process, complete sulfide removal is extremely cost effective in applications where extended detention times produce septic conditions.

For additional treatment information, including dosage specific to your application, please contact your Evoqua Water Technologies representative.

Storage and Handling

BIOXIDE solution is environmentally safe. It contains no hazardous substances as defined by the CERCLA list of reportable quantities and the OSHA Hazard Communication Standard (29 CFR 1910.1200). The active ingredient is nitrate oxygen which is a stable, safe compound found in nature. This compound is selected as the active ingredient for BIOXIDE solution because it specifically interacts with naturally occurring bacteria to remove and prevent dissolved sulfide, resulting in an effective, safe and cost efficient product.

Can be stored outdoors in ambient conditions. Follow all local, state and federal regulations for storage. Do not dump on the ground or release into any body of water. All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations.

See Material Safety Data Sheet for additional safety and handling information before storing or handling BIOXIDE solution.

Packaging

BIOXIDE solution is normally shipped in 3,800 gallon bulk tanker loads. Mini bulk deliveries (<2,000 gallons) are available in many parts of the country. For further information, please contact your Evoqua Water Technologies representative. For reorders and customer service, call 1.800.345.3982.



4800 North Point Parkway, Suite 250, Alpharetta, GA 30022

+1 (866) 926-8420 (toll-free) +1 (978) 614-7233 (toll) www.evoqua.com

Bioxide is a trademark of Evoqua, its subsidiaries or affiliates, in some countries.

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WHISPER™ Biofilter System

WHISPER™ BIOLOGICAL ODOR CONTROL SYSTEMS

ACHIEVE 99% HYDROGEN SULFIDE REMOVAL WITH QUIET OPERATION

The WHISPER™ Biofilter is a one or two stage odor control unit that allows for optimal odor removal via variably controlled bed(s) that provide the proper biological environment for H_2S and associated sulfur compound removal. Units are designed for quiet operation with high odor removal.

How It Works

The WHISPER Biofilters are packed with Bioglas™ media. The Bioglas media is manufactured in the USA from acid resistant recycled glass material as the substrate for the biomass. Each media bed is intermittently irrigated with water and nutrients to provide optimal conditions for the biomass the growth. The unique irrigation system uses a rotating arm to provide the most uniform water and nutrient distribution available. The incoming air is passed into the unit by a VFD controlled corrosion resistant fan, which provides the quiet operation, and then through an air distribution plate to provide even distribution throughout the media.

The WHISPER Biofilter removes 99% of incoming H_2S and effectively reduces other common odor compounds. The WHISPER Biofilter can treat airflows up to 1,100 cfm, and H_2S concentrations above 100 ppm. The units are designed and fabricated in the USA with skid mounted controls for easy installation and operation.



Long-lasting, nondegradable Bioglas media.

Features

- Achieves 99% Hydrogen Sulfide Removal
- Innovative Rotating Irrigation System
- Nondegradable Bioglas Media
- Integral Nutrient Feed System
- Variable Speed Fan for Quiet Operation
- Low Profile for Residential Locations
- Designed and manufactured in USA

Applications

- Lift Stations
- Headworks
- Vaults or enclosed areas in the collection system

Worry Free Odor Control

Evoqua has six (6) regionally based service centers staffed with experienced personnel that can provide turn-key Full Service WHISPER units on a monthly rental basis or for capital purchase. Our Full Service program includes on-site evaluation, installation, operation, service, and performance reports. With Evoqua, you can rest assured that odor problems are under control.

WHISPER™ BIOFILTER SYSTEM DESIGN INFORMATION

Model unit	Airflow Rate cfm	Average H ₂ S ppm	Inlet Connection inches	Dimension LxWxH inches	*Electrical Requirements FLA at 460V/3Ph/60Hz
W35	140	75	4	68x55x65	3.2
W48	280	75	6	90x64x65	3.2
W72	600	100	8	162x80x118	6.4
W96	1,100	100	10	186x102x128	8.3

*Electrical requirements do not include options such as freeze protection.



2650 Tallevast Road, Sarasota, FL 34243

+1 (800) 345-3982 (toll-free) +1 (941) 355-2971 (toll) www.evoqua.com

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Odor Control

Scoring Table

Company	Fixed Price	Unit Price/Gallon	Yearly Chem Fee	Total First Year
Aulick	Purchase the system: \$34,362.14	GPD = 34.43 \$127.40 -->	\$ 46,501.00	\$ 80,863.14
	Rent	172.84 -->	\$ 63,086.60	\$ 63,086.06
Evoqua	Purchase outright: \$47,711	GPD = 16 \$78.56	\$ 35,766.40	\$ 83,477.40
	Rent (option 2)	x	\$ 38,244.00	\$ 38,244.00
Hendrick & Associates	165,600	x	165,600	165,600
Pennco	1x Fee: \$42,500	\$1.50, \$1.91, \$2.57/gal 4,000 gal delivery	?	\$ 97,065.33
	Every 3 yr Fee: \$163,696		\$54,565.33	plus chemical
Source Tech.	Monitoring System: \$7,400	Option 1: \$58,947	\$ 58,947.00	\$ 66,347.00
		Option 2: \$67,525	\$ 67,525.00	\$ 74,925.00

3 year comparison

Evoqua op 2	\$ 114,732.00
Evoqua op 1	\$ 155,010.20
Source Tech Op1	\$ 184,241.00
Aulick buy	\$ 173,865.14
Aulick Rent	\$ 189,258.18
ST Op2	\$ 209,975.00
Hendrick	\$ 496,800.00

RFP# 221205-239 Jan-23

Total Following Years	Optional Add Ons	Monitoring & Reporting
\$ 46,501.00	\$8,437	OdaLog
\$ 63,086.06		
\$ 35,766.40	x	Link2Site
\$ 38,244.00	\$ 59,340.00	
165,600	x	N/A
\$ 54,565.33	x	Pennco Box
plus chemical		
\$ 58,947.00	\$ 13,000.00	Acrulog 4G
\$ 67,525.00		



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

TO: Board of County Commissioners
FROM: Katie Hite
DATE: March 13, 2023
SUBJECT: Consideration of Granting an Easement to NCDOT for Drainage
Infrastructure and Roadway Improvements

SUMMARY:

The North Carolina Department of Transportation (DOT) is requesting two temporary construction easements and one permanent drainage easement from Pender County so that they may install a larger culvert pipe along US HWY 421 at its intersection with Quality Way, and expand the roadway width and replace the curb and gutter system along Corporate Drive near its intersection with US HWY 421. The temporary construction easements will allow DOT to perform the construction work necessary to make these improvements on County property.

ACTION REQUESTED:

Consideration of Granting an Easement to NC DOT

ATTACHMENTS:

1. Easement Agreement
2. NC DOT Form FRM4-CC
3. Presentation

Revenue Stamps \$ 0.00

DRAINAGE / UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY Maxton M. Radford CHECKED BY Kaye D. Baggett

Return to: Maxton M. Radford
NCDOT: Kaye D. Baggett – Division Agent
5501 Barbados Blvd.
Castle Hayne, NC 28429

NORTH CAROLINA
COUNTY OF Pender TIP/PARCEL NUMBER: 1 & 3
TAX PARCEL 2291-95-4885-0000 WBS ELEMENT: 50259
ROUTE: US 421

THIS EASEMENT, made and entered into this the _____ day of _____ 20____
by and between Pender County, a body politic and political subdivision of the State of North Carolina
Post Office Box 5
Burgaw, NC 28425

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a drainage and/or a utility facility through and across the property of GRANTORS,

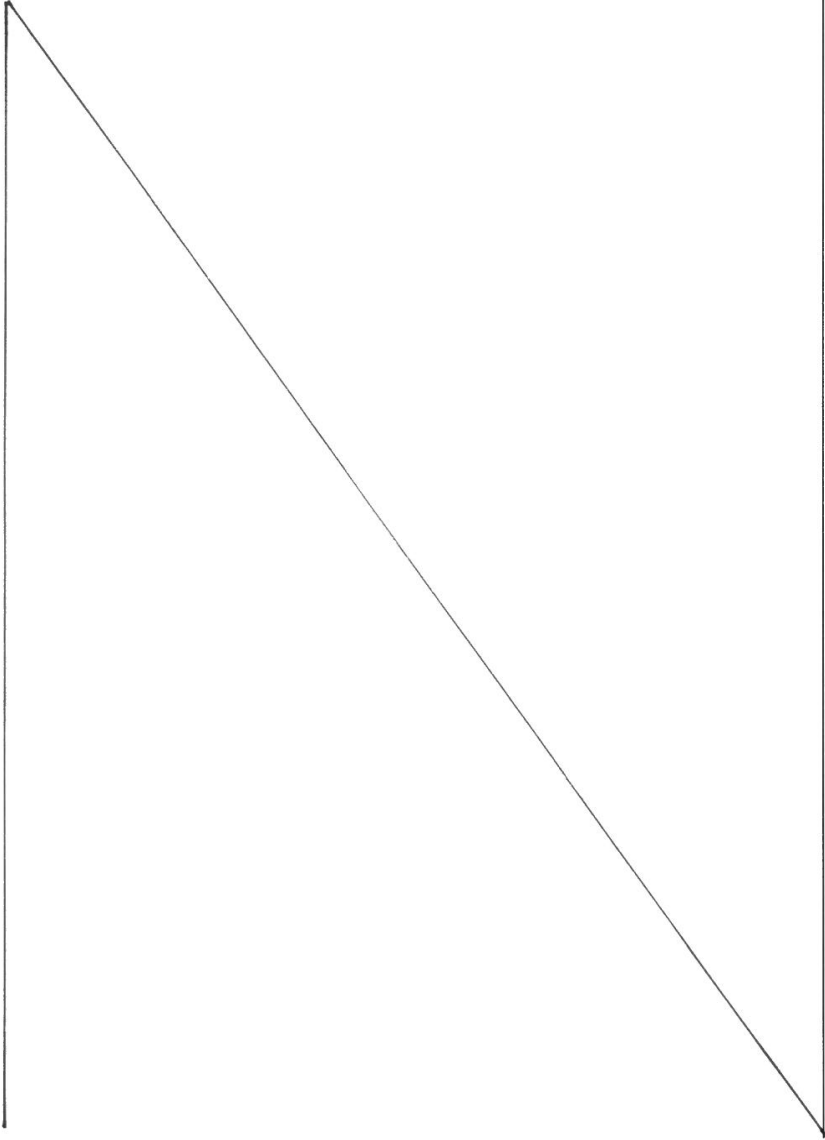
AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ 1.00
and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said drainage and/or utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a drainage and/or utility facility across and through the property of GRANTORS located in Grady Township, Pender County, and being more fully described in a deed recorded in Book 3044, Page 319, Pender County Registry, said easement being described as follows:

A Drainage / Utility Easement described as follows:

Point of beginning being N 85°51'52.3" W, 90.157 feet from -L1- Sta 36+00 thence to a point on a bearing of N 29°31'16.3" W 66.314 feet thence to a point on a bearing of S 70°18'24.0" W 7.621 feet thence to a point on a bearing of S 29°32'49.0" E 67.619 feet thence to a point on a bearing of N 60°27'11.0" E 7.478 feet returning to the point and place of beginning. Having an area of 501.804 Square feet being 0.012 acres. -----

COUNTY: _____ PENDER _____ WBS ELEMENT: _____ 50259 _____ TIP/PARCEL NO.: _____ 1 & 3 _____



The final right of way plans showing the above-described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Drainage/Utility Easement in perpetuity is for the installation and maintenance of drainage facilities and/or utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility and/or utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Drainage/Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage/Utility Easement area(s). It is further understood and agreed that Permanent Drainage/Utility Easement shall be used by the Department for additional working area during the above-described project.

IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests: NONE -----

COUNTY: PENDER WBS ELEMENT: 50259 TIP/PARCEL NO.: 1 & 3

Temporary Construction Easement # 1 described as follows:

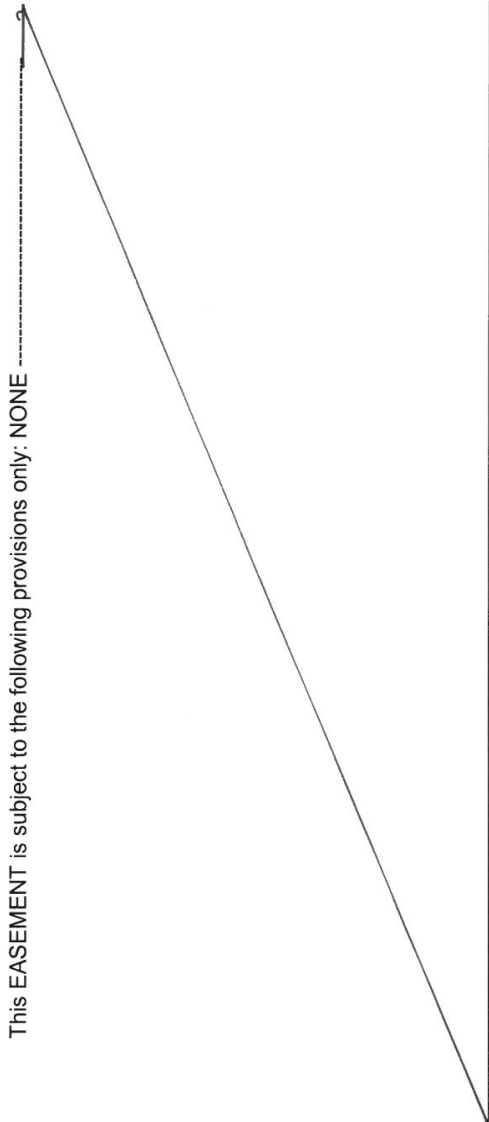
Point of beginning being N 89°15'50.9" W, 111.475 feet from -L1- Sta 36+00 thence to a point on a bearing of S 60°23'34.9" W 35.549 feet thence to a point on a bearing of S 61°34'25.4" W 13.189 feet thence to a point on a bearing of S 29°32'49.0" E 6.434 feet thence to a point on a bearing of N 60°27'11.0" E 50.000 feet thence to a point on a bearing of S 68°9'38.5" E 31.995 feet thence to a point on a bearing of N 29°31'16.3" W 25.000 feet thence to a point on a bearing of S 60°27'11.0" W 7.478 feet thence to a point on a bearing of N 29°32'49.0" W 6.228 feet thence to a point on a bearing of S 60°23'34.9" W 13.764 feet returning to the point and place of beginning. Having an area of 638.720 Square feet and being 0.015 acres.

Temporary Construction Easement #2 described as follows:

Point of beginning being S 47°22'2.5" W, 159.716 feet from -L1- Sta 64+00 thence to a point on a bearing of N 29°26'31.9" W 101.067 feet thence to a point on a bearing of S 57°0'40.0" W 58.826 feet thence to a point on a bearing of S 64°6'41.0" W 112.190 feet thence to a point on a bearing of S 63°30'25.0" W 67.830 feet thence to a point on a bearing of S 64°14'52.1" W 240.648 feet thence to a point on a bearing of S 25°47'41.5" E 70.000 feet thence to a point on a bearing of N 64°14'52.0" E 240.481 feet thence to a point on a bearing of N 64°58'50.4" E 67.968 feet thence to a point on a bearing of N 71°28'30.0" E 112.940 feet thence to a point on a bearing of N 72°30'55.0" E 29.838 feet thence to a point on a bearing of N 72°30'55.0" E 20.152 feet thence to a point on a bearing of N 64°23'4.0" E 15.516 feet returning to the point and place of beginning. Having an area of 36330.978 Square feet and being 0.834 acres.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This EASEMENT is subject to the following provisions only: NONE



There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 50259 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 50259, Pender County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: PENDER WBS ELEMENT: 50259 TIP/PARCEL NO.: 1 & 3

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

PENDER COUNTY

BY: Jacqueline A. Newton – Chairwoman of the Pender County BD. of Commissioners

ATTEST: David Andrews – Clerk of the Pender County Board of Commissioners

(Official Seal)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	Jacqueline A. Newton personally came before me this day and acknowledged that she is the Chairwoman of the Pender County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed by Jacqueline A. Newton, The Chairwoman of the Pender County Board of Commissioners, sealed with its corporate seal, and Attested by David Andrews as its Clerk.
	Witness my hand and official seal this the _____ day of _____, 20_____.
	_____ Notary Public
	My commission expires:



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: March 13, 2023
WBS ELEMENT: N/A
FA PROJECT: N/A
TIP/PARCEL: 50259 Parcels 001 & 003
COUNTY: Pender
DESCRIPTION: US Highway 421 Between Vitamin Drive & Cow Pen Landing Road

Property Owner Acknowledgement of the Terms for the Voluntary Donation of Property to the NCDOT.

The undersigned property owner and/or the undersigned property owner's legal representatives freely acknowledge their desire and willingness to voluntarily transfer their ownership of real property to the North Carolina Department of Transportation for the benefit of the above sited public transportation project without receipt of just compensation. It is further agreed and acknowledged by the undersigned property owner and/or the property owner's legal representative that the property owner and/or legal representative has been advised that he/she is entitled to have an appraisal made on his/her property to determine just compensation and the owner releases the Department from this obligation and waives any compensation in exchange for the donation of property as right of way in full settlement of his/her claim. The purpose of this document is to ensure compliance under Title 23 of the United States Code of Federal Regulations (CFR), Subchapter H (Right-of-Way and Environment), Part 710 (Right-of-Way and Real Estate), Subpart E (Property Acquisition Alternatives), Subsection .505 (Real Property Donations).

PENDER COUNTY

BY: _____ (SEAL)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

FRM4-CC
REVISED 2-01-2017

Telephone: (919) 707-4360
Fax: (919) 733-1390
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Mailing Address:
NC DEPT. OF TRANSPORTATION
RIGHT OF WAY UNIT
1546 MAIL SERVICE CENTER
RALEIGH, NC 27601



NORTH CAROLINA
Department of Transportation

Roadway Improvements on US 421 at Pender Commerce Park

Katie Hite, PE, PTOE

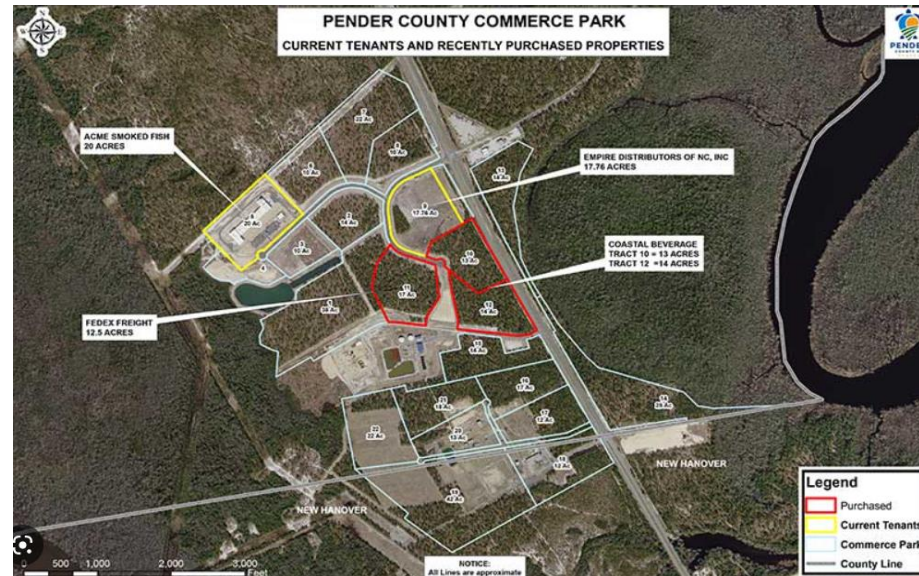
March 13, 2023

Connecting people, products and places safely and efficiently with customer focus, accountability
and environmental sensitivity to enhance the economy and vitality of North Carolina

Why are we here?

Discuss the proposed roadway improvements at Pender Commerce Park.

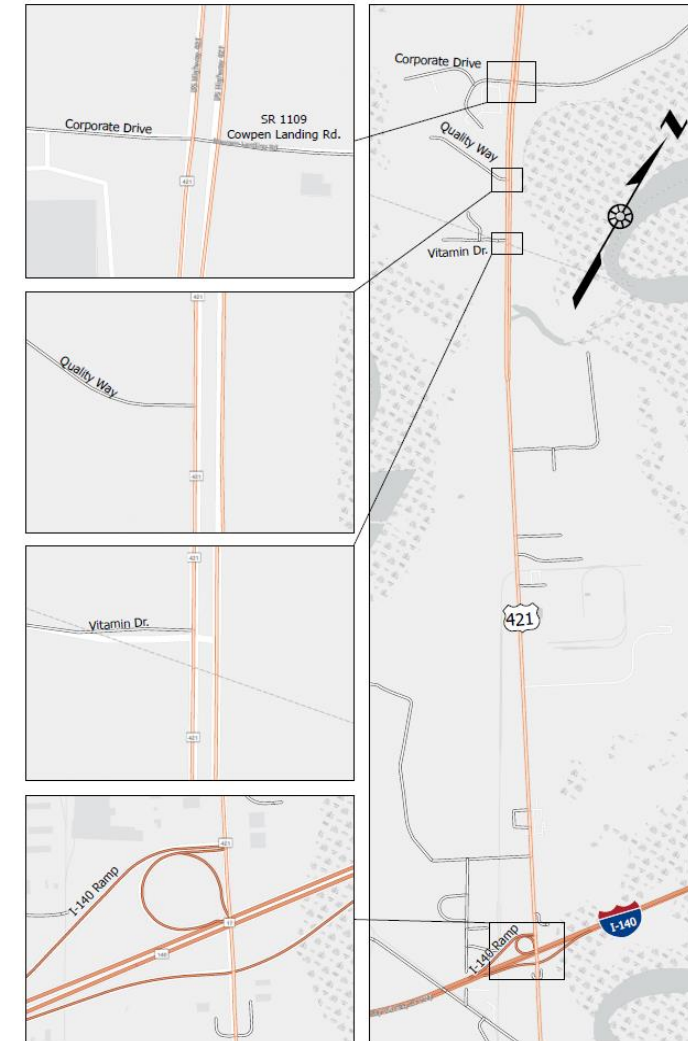
Provide understanding of requested Right of Way donation from Pender County.



Project Background

Page 9 of 21

- The purpose of this project is to make the necessary traffic management and safety improvements on US 421 to accommodate and recruit future economic development opportunities.
- Initial conversation with key stakeholders regarding future economic development led us to pursuing these proposed roadway improvements.
- Key stakeholders include Pender County, Wilmington Metropolitan Planning Organization (WMPO), Wilmington Business Development (WBD), NC Department of Commerce, and NC Department of Transportation.

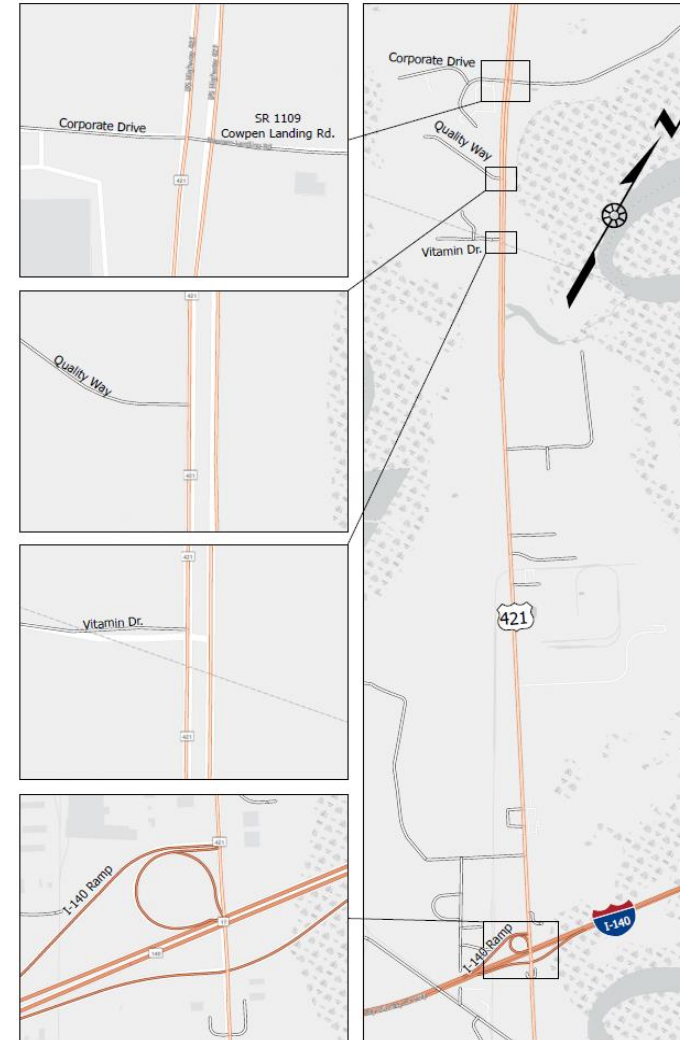


Project Timeline

- February 2022 – NCDOT received Resolution from Pender County
- March 2022 – NCDOT received Senate Support Letter
- April 2022 – \$4M of Economic Development funding was approved at the NCDOT Board of Transportation Meeting
- July 2022 – It was determined that NCDOT would prepare construction plans for this project
- July 2022 – Project Kickoff
 - Attendees: NCDOT, Pender County, and WMPO
- December 2022 – Plan Review Meeting
 - Attendees: NCDOT, Pender County, and WMPO
- April 2023 – Construction scheduled to begin
- August 2023 – Estimated construction completion

Roadway Improvement Locations

- Corporate Drive (Pender)
 - *Temporary Construction Easement Needed*
- Quality Way (Pender)
 - *Temporary Construction Easement Needed*
 - *Permanent Drainage / Utility Easement Needed*
- Vitamin Drive (New Hanover / Pender)
- I-140 Ramp (New Hanover)



US 421 and Corporate Drive – New Signal with Improvements

Page 12 of 21

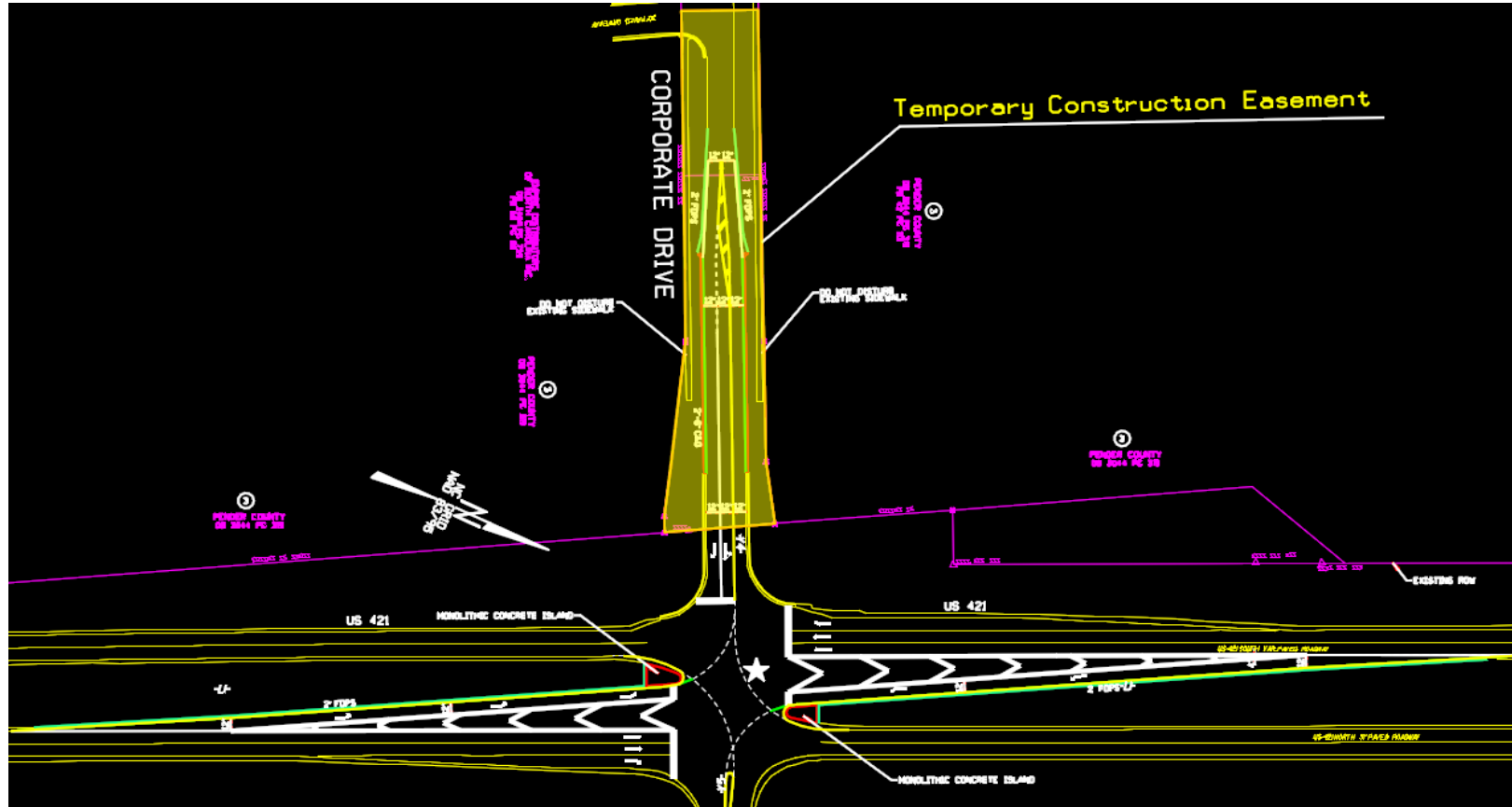
- New Full-Movement Signal
- Offset-Lefts on NB and SB US 421
- Corporate Drive Widening
- No Impact to Existing Sidewalk

Right of Way Donation Needed for
Temporary Construction Easement

- Pender County



US 421 and Corporate Drive – New Signal with Improvements



US 421 and Quality Way – New Intersection with Improvements

Page 14 of 21

- Offset Left on NB & SB US 421
- Dedicated SB US 421 Rt Turn
- Widen NB and SB US 421 for Passenger Car U-turns

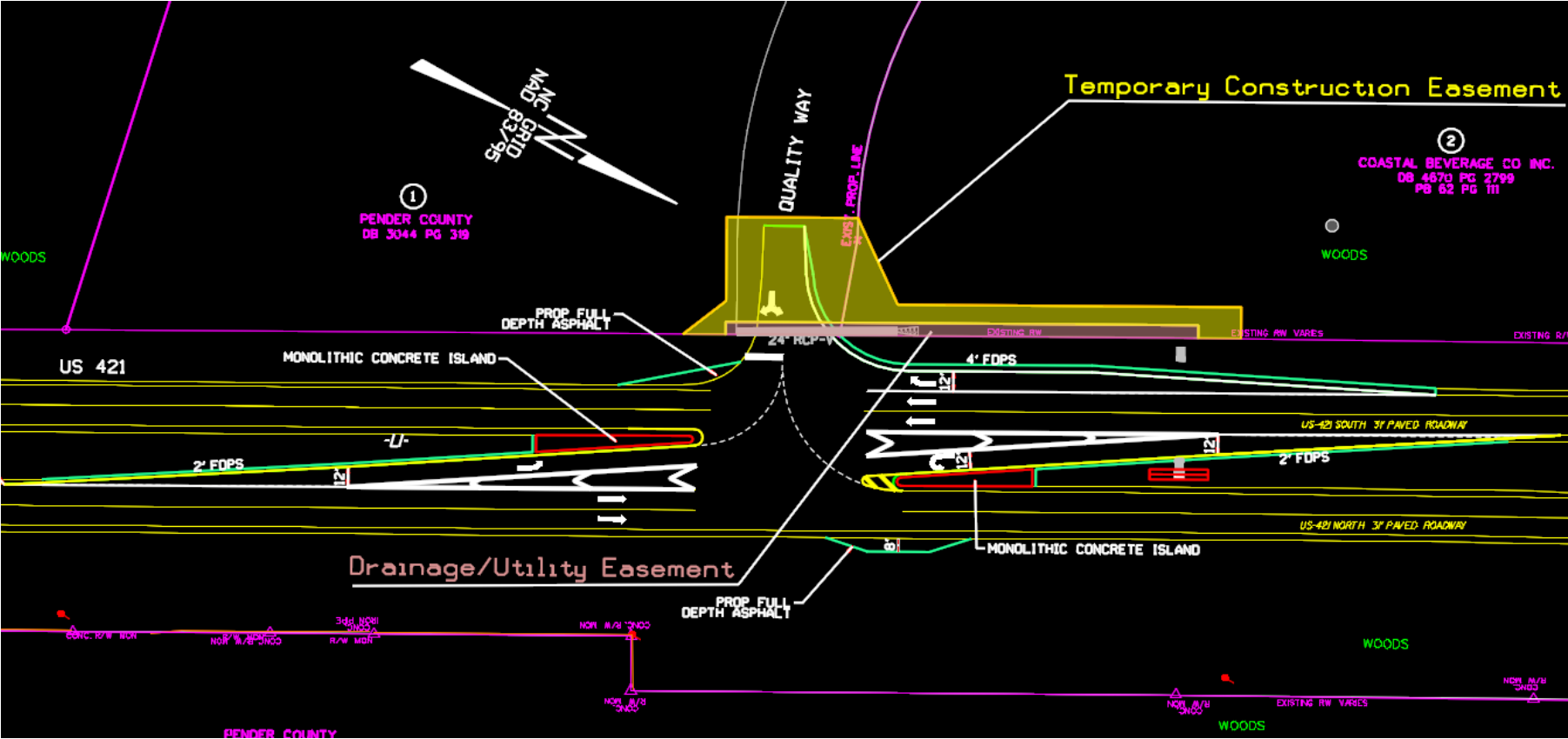
Right of Way Donation Needed for
Temporary Construction Easement and
Permanent Drainage / Utility Easement:

- Pender County
- Coastal Beverage Co., Inc. (Complete)



US 421 and Quality Way – New Intersection with Improvements

Page 15 of 21



US 421 and Vitamin Drive – Intersection Improvements

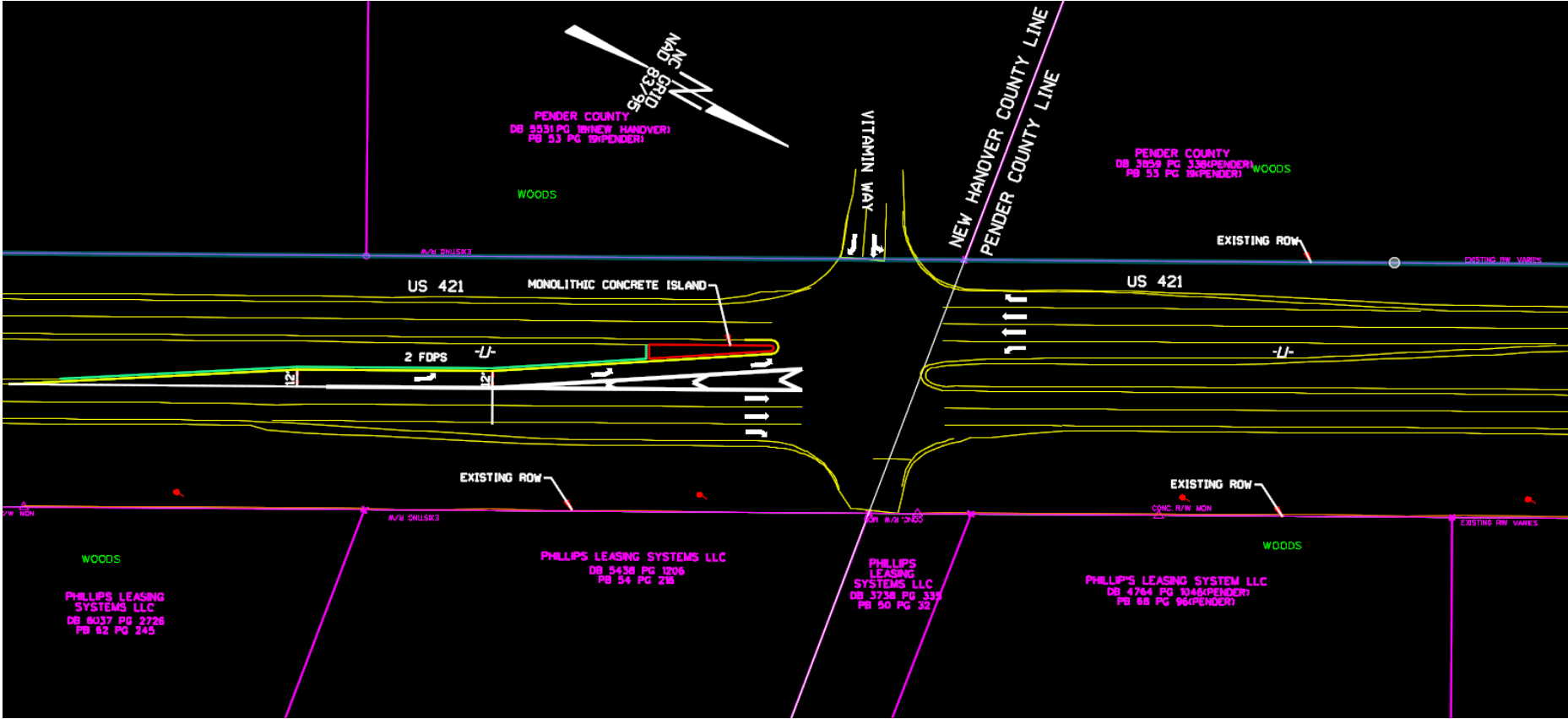
Offset Left NB on US 421



NB US 421

US 421 and Vitamin Drive - Intersection Improvements

Page 17 of 21



US 421 and I-140 Ramps – Intersection Improvements

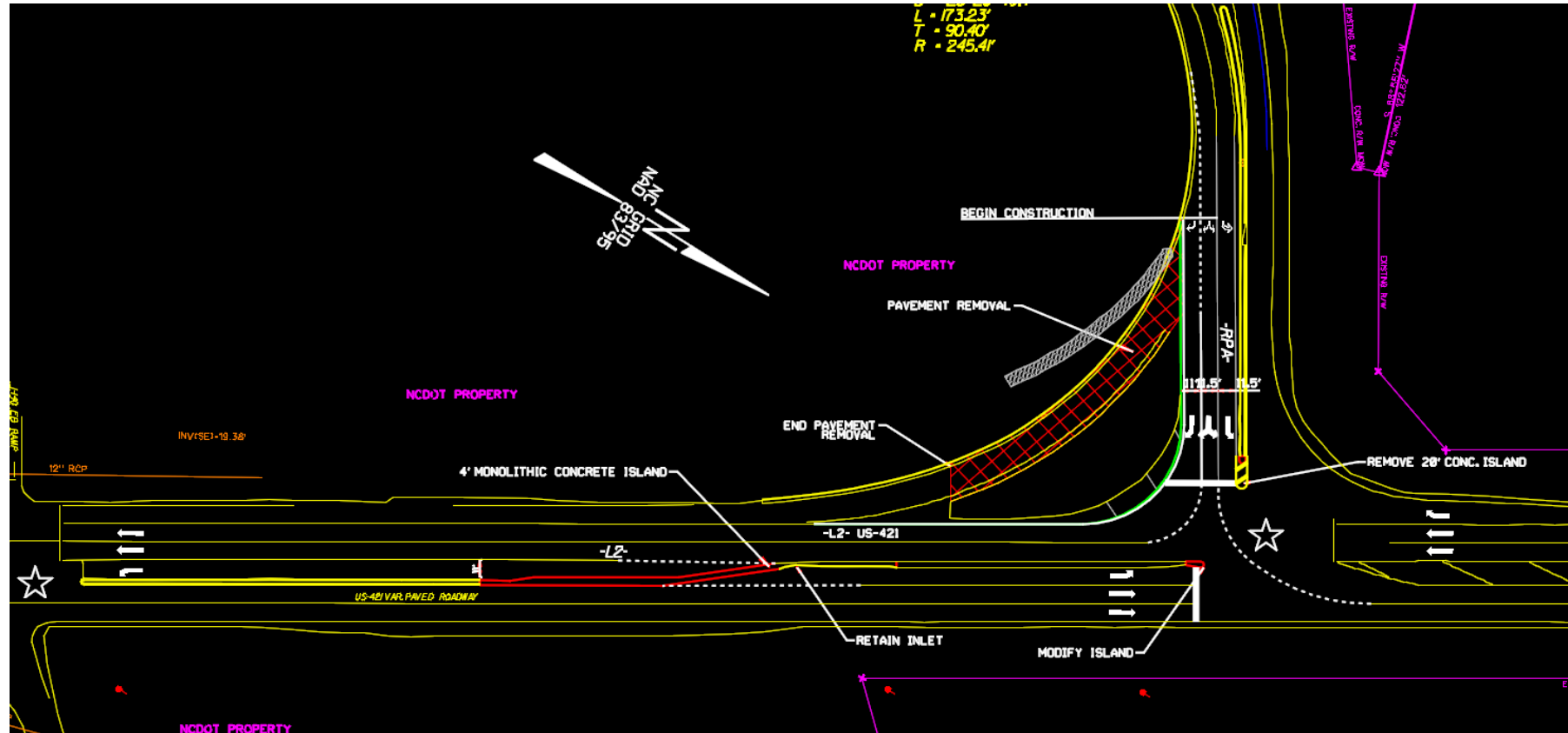
Page 18 of 21

- Widen and Restripe I-140 Ramp
- Dedicated Right Turn Lane onto SB US 421
- Shared Right/Left Turn Lane onto US 421
- Dedicated Left Turn Lane onto NB US 421
- Modify US 421 Island to Accommodate Additional Left Turn Lane Storage



NB US 421

US 421 and I-140 Ramps – Intersection Improvements



Contact Us

Katie Hite, PE, PTOE

Division Project Development Engineer

kehite@ncdot.gov

910-341-2000



@NCDOT



NCDOT



NCDOTcommunications



@NCDOT



ncdotcom

Thank you!



Pender County Resolution in support of stoplight

TO: BOCC
FROM: David Andrews
DATE: March 13, 2023
SUBJECT: Resolution in support of stoplight

SUMMARY:

Senator Jackson's office received a request for a stoplight at the intersection of Grandview and Highway 17. NC DOT conducted a study which supported the need for a stoplight. The NC DOT also conducted a cost analysis and determined contingency funds are available. Before proceeding, NC DOT has requested a resolution of support from the Board of Commissioners.

ACTION REQUESTED:

Adoption of Resolution in support of a stoplight at Grandview and Highway 17 as presented.



Resolution in support of a traffic light at Grandview and Highway 17 in Hampstead

WHEREAS, Senator Jackson’s office received a call about the need for a stoplight at the intersection of Grandview and Highway 17 in Hampstead, and

WHEREAS, after communication between Senator Jackson’s office and the NC Department of Transportation it was determined that a study had already been conducted and supported the idea for this traffic light, and

WHEREAS, NC Department of Transportation has conducted a cost analysis and funding being considered is contingency funding, and

WHEREAS, to receive this funding, a resolution is needed from Pender County in support of the traffic light.

NOW, THEREFORE BE IT RESOLVED that the Pender County Board of Commissioners supports the installation of a traffic light at the intersection of Grandview and Highway 17 in Hampstead.

Adopted this the 13th day of March, 2023

Jacqueline Newton, Chairwoman
Pender County Board of Commissioners

ATTEST: _____
Clerk to the Board





**Pender County
Resolution for current and future NC
DOT active road petitions**

TO: BOCC
FROM: Nancy Avery
DATE: March 13, 2023
SUBJECT: Resolution for current and future NC DOT petitions

SUMMARY:

Resolution to accept petitions to add new roads to the State Maintained System and to give blanket authority to NC DOT for all future petitions for road additions to be added to the State Maintained System.

NC DOT receives petitions for new roads to be turned over to them as state-maintained roads and then brings each petition to the Board of Commissioners for individual approval. With the amount of development that is occurring, it is suggested that the Board give blanket approval to DOT petitions to automatically accept the roads without having to receive individual board approval on each.

ACTION REQUESTED:

Approval of resolution approving current and future NC DOT active road petitions.



RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that the petition to add Preswick Drive, Trevor Court, Sterling Glenn Drive and Brisbane Drive in the Avendale subdivision, Hampstead, to the State Maintained System is hereby approved; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the Pender County Board of Commissioners that the petitions to add Dreyton Hall Court and Transfer Station Road Extension to the State Maintained System is hereby approved; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the Pender County Board of Commissioners that a blanket authorization is hereby given to N.C. Department of Transportation for automatic acceptance of future petitions to add roads into the State Maintained System.

Adopted this the 13th day of March, 2023.

Jacqueline A. Newton, Chairwoman
Pender County Board of Commissioners

ATTEST: _____
Clerk to the Board





Pender County Approval of EverBridge for Mass Notification and ending contract with CodeRed

TO: Board of County Commissioners
FROM: Tommy Batson
DATE: March 6, 2023
SUBJECT: Approval of EverBridge for Mass Notification and ending contract with CodeRed

SUMMARY:

Pender County has had a mass notification system since 2013. We have had a system that would send phone calls, text messages, emails to the citizens of the county. Requesting to end the expiring contract with our current Mass Notification company Code Red. The present expiring contract is around \$20,000 per year for a total of five years. The Emergency Management Office would like approval to switch to a subscription-based system with Everbridge for mass notifications starting July 1, 2023. The cost saving for the county will be around a \$12,000 a year. Everbridge will be the system the county uses for emergency notification of the citizens of Pender County when and emergency occurs. This will allow so be used by the county for mass notification to employees by department for emergency information on bad weather, EOC activations, staff recalls, etc. This system will also include National Weather Service (NWS) automatic rebroadcast via email and SMS.

ACTION REQUESTED:

Request the board to allow the Emergency Management Office to end our expiring contract with of Code Red and sign a subscription with EverBridge for mass notification.



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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	March 13, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-21-5048-0000 - Off of McDuffie Road, Grady

SUMMARY:

Please consider attached documentation of bid for surplus property - parcel number Parcel 2277-21-5048-0000 - Off of McDuffie Road, Grady. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The \$5,050 bid for this parcel from Reem Yousif can be accepted by the County and authorize County Manager's Office to begin closing process. The revised tax value for this property is listed at \$4,200. The County acquired through tax foreclosure in 2019. This is a 1.43 acre wooded residential lot, with no legal easement.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:

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

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

2/23/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 2277-21-5048-0000 located off McDuffie Rd. in Grady Township. Reem Yousif was the highest bidder at \$5,050.00. The tax value in GIS is \$4,200.00. After talking to Mr. Yousif, his plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

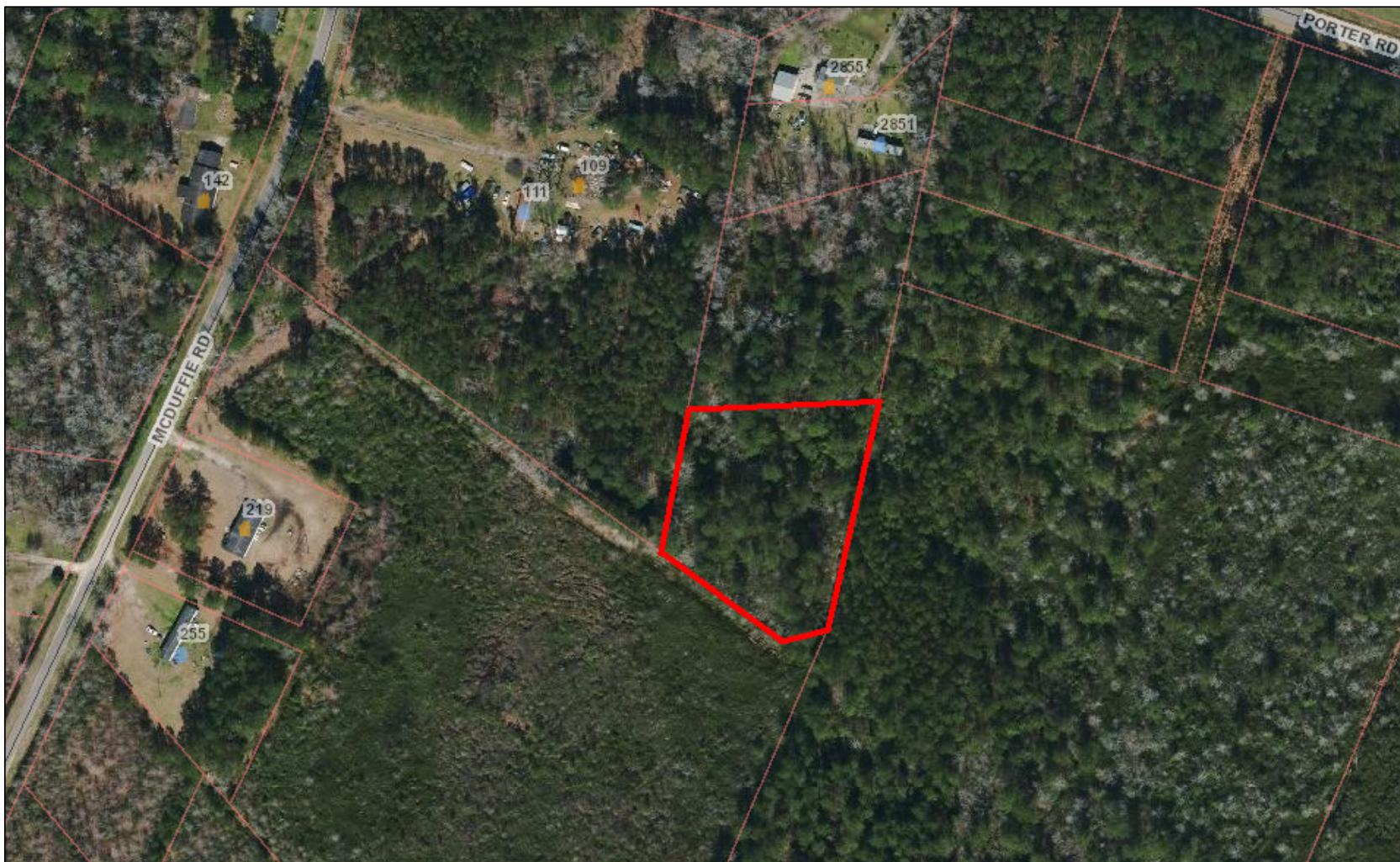
Sincerely,

Andy Devane
Asset Manager

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



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

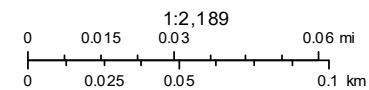


PIN: 2277-21-5048-0000
 Owner: PENDER COUNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4689/158
 Property
 Address:
 Description: L4, OFF S/S 1118

Sale Price: \$4,500
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 1002806
 Township: GRADY
 Subdivision:
 Tax Codes: G01 F28 R40

Acres: 1.4
 Land Value: \$47,000
 Building Value: \$0
 Total value: \$47,000
 Deferred Value: \$0
 Exempt Amount: 47000
 PCL Class: E
 Heated Sq Feet:

Pender County



1 inch = 182 feet

07/15/2019





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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	March 13, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2277-87-5471-0000 - King's Estates, Burgaw

SUMMARY:

Please consider attached documentation of bid for surplus property - parcel number Parcel 2277-87-5471-0000 - King's Estates, Burgaw. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The \$6,175 bid for this parcel from Terry Xiong can be accepted by the County and authorize County Manager's Office to begin closing process. The tax value for this property is listed at \$6,175. The County acquired through tax foreclosure in 2021. This is a 0.49 acre wooded lot, wetlands, with road access.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:

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

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

2/23/2023

Dear Commissioners,

For your consideration is the results of the auction for parcel number 2277-87-5471-0000 located on Union chapel Rd. in Burgaw. Terry Xiong was the highest bidder at \$6,175.00. The tax value in GIS is \$6,175.00. After talking to Mr. Xiong, his plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



Page 121 of 332



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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	March 13, 2023
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2354-71-6682-0000 - Off of Little Egypt Road, Columbia

SUMMARY:

Please consider attached documentation of bid for surplus property - parcel number Parcel 2354-71-6682-0000 - Off of Little Egypt Road, Columbia. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required.

The \$149,250 bid for this parcel from Gabriel Romero Leal can be accepted by the County and authorize County Manager's Office to begin closing process. The revised tax value for this property is listed at \$131,250. The County acquired through tax foreclosure in 1970. This is a 100 acre wooded lot, with no legal easement.

Other options are to reject all bids and maintain possession, or reject all bids and re-auction.

ACTION REQUESTED:

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

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
e@pendercountync.gov

Auction results for sale of real property

2/23/2023

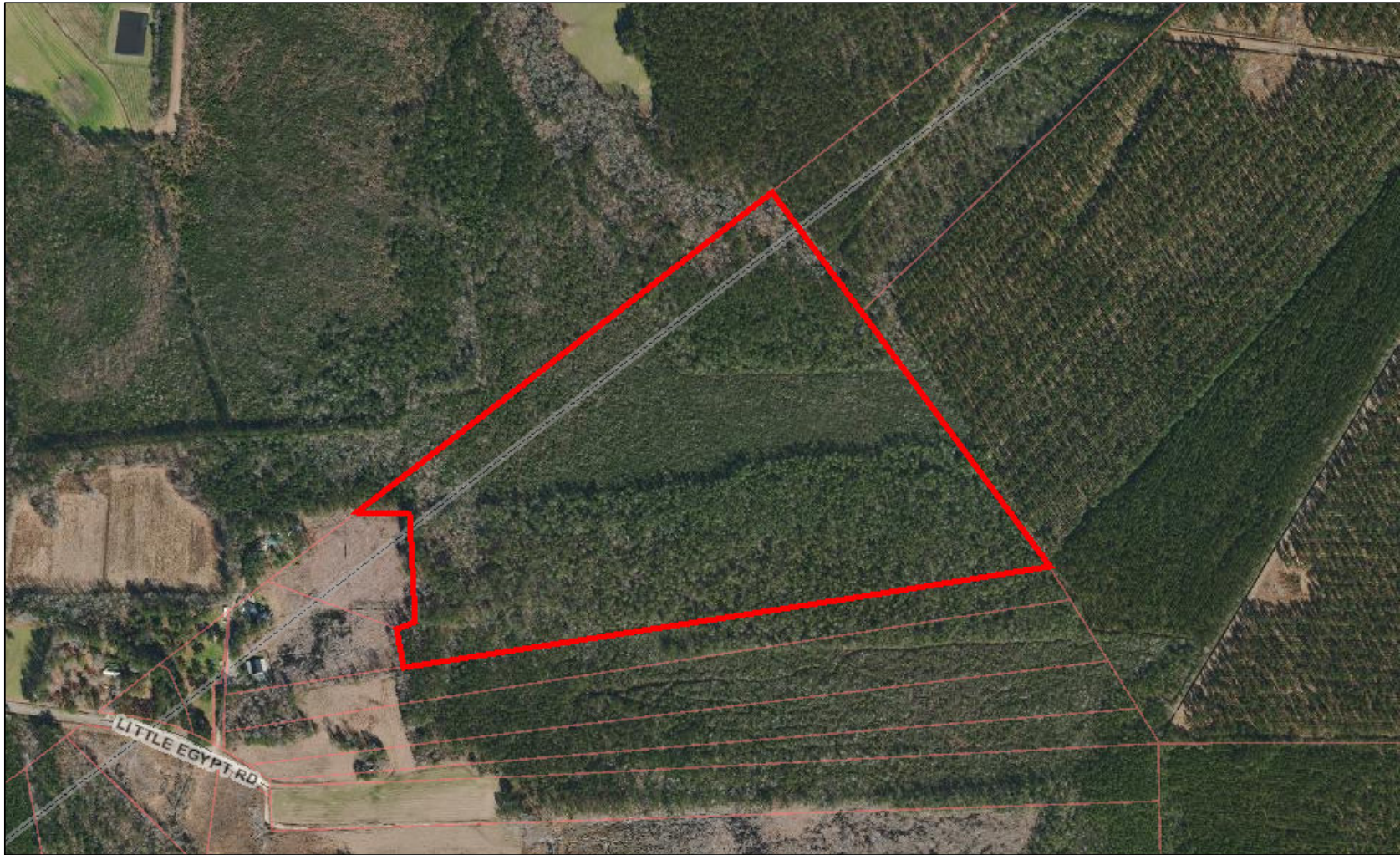
Dear Commissioners,

For your consideration is the results of the auction for parcel number 2354-71-6682-0000 located off Little Egypt Rd. in Columbia Township. Gabriel Romero Leal was the highest bidder at \$149,250.00. The tax value in GIS is \$131,250.00. After talking to Mr. leal, his plans are to develop it for residential purposes. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



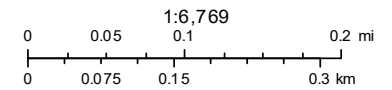


PIN: 2354-71-6682-0000
 Owner: PENDER COUNTY
 P O BOX 366
 BURGAW, NC 28425
 Deed Ref: 429/510
 Property
 Address: 421 HWY OFF
 Description: OFF E 421 N OF 1300

Sale Price: \$655
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 590290
 Township: COLUMBIA
 Subdivision:
 Tax Codes: G01 F27 R40

Acres: 100
 Land Value: \$175,000
 Building Value: \$0
 Total value: \$175,000
 Deferred Value: \$0
 Exempt Amount: 175000
 PCL Class: EX-1
 Heated Sq Feet:

Pender County



1 inch = 564 feet

08/20/1970



429-510

NORTH CAROLINA
PENDER COUNTY

THIS DEED, made this the 21 day of August, 1970
by Commissioner, pursuant to a judgment of the Superior Court of Pender County in an action
entitled Pender County vs. Jack G. Stocks and wife, Delores I. Stocks; Garland
B. Williams and wife, Della L. Williams; and all unknown persons,
party of the first part, to Pender County, a municipal corporation,

Pender County, North Carolina, party of the second part,

WITNESSETH: That whereas, the said H. L. Webb, Commissioner,
being empowered and directed by a judgment in the said action, did, on the 10 day of
August, 1970, after due advertisement according to law, and as directed
by said Judgment, expose the land hereinafter described to public sale, at the Courthouse door,
of Pender County, where and when the said Pender County became
the last and highest bidder for said land in the sum of \$655.13; and whereas, more
than 10 days elapsed after said sale and the report thereof to the Court without any/or advanced
or upset bid being offered and without any exceptions being filed, and the said sale was then
confirmed, and the said H. L. Webb, Commissioner, as
aforesaid, was ordered by the judgment of the said Court to execute a deed in fee simple to said
purchaser upon payment of said purchase money; and whereas, the said purchase money has
been paid in full:

Now, in consideration of the premises, the said H. L. Webb,
Commissioner, as aforesaid, doth hereby bargain, sell, and convey to the said Pender County,
a municipal corporation that certain parcel or lot of land situated
in Columbia Township, Pender County, North Carolina, and more
particularly described as follows:

BEGINNING at a stake in John Croom's line (Newkirk's corner), said
corner being located North 49 1/2° East 2640 feet from Newkirk's corner
in Dead Pine Branch; running thence South 36° East 2630 feet to a
stake; thence North 63° 30' East 2305 feet to a stake; thence North
26° West 3270 feet to a stake in John Croom's line; thence with said
Croom's line to the Point of Beginning, containing 100 acres, more or
less. See Book 389, Page 303, Pender County Registry.

[illegible]

PAR ID: 23547166820000	Map #: D010 089	JURIS CD: G01 PENDER COUNTY R40 PENDER EMS	F27 PENDERLEA FIRE	Route #: D010 089
PIN #:		PENDER CO NC - Property Card		
		Printed: 12/12/22 Card: 1 of 0 Appraiser: JSP		

Land Description: LUC: 132 NBHD: R8000									
N-Fact:		Topo1: level		Topo3:		Road 1: proposed			
Zoning: RA		Topo2:		Traffic: none		Road 2:			
L#	Typ	Code	Desc	Size	BaseRate	Adj	AdjRate	Value	
1	A	9	Wood2	100.0000	1750	-25	1312.5	131,250	
Total Parcel Size: AC 100.0000 Rate/AC 1,312.50 Value 131,250									

Ag Use	LN	Soil	Acres	Rate	Value
					Value

Comments:

#	Comment
2	Not Located

OB&Y														
L#	Code	Yr Blt	Eff Yr	W x L	Area	Grd	Units	Mod Cd	Rate	Ovrd Rte	RCN	Cnd	Fnc	RCNLD
				X										
				X										
				X										
				X										
				X										
Total:														



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

TO: Board of County Commissioners
FROM: Meg Blue
DATE: March 13, 2023
SUBJECT: Approval of Primary & Secondary Contract and Purchase Order for
Professional Services related to future land planning - RFQ#230119-241

SUMMARY:

Pender County put out an RFQ seeking Statements of Qualifications related to due diligence and suitability evaluations of potential subject property. These services, to include but are not limited to environmental, land surveying and master plan design. This data will assist County staff and the Board of County Commissioners to determine feasibility and appropriateness of subject potential property for future development. The property may be of interest for school sites, parks, water treatment plants/wells, administrative offices, sites to needed to provide governmental services/functions or any other county need.

Staff published a Request for Proposals on January 19, 2023
Schedule

- A. RFP Issued January 19, 2023
- B. Written Questions due February 9, 2023, by 2:00 PM
- C. Submittals due February 21, 2023, by 2:00 PM
- D. Present to Commissioners March 13, 2023
- E. Award Notification March 14, 2023

Staff received two Statements of Qualifications that were reviewed and scored by a selection committee. Select Committee was made up of staff from County Finance and County Manager Office. The selection committee evaluated each proposal based on the criteria outlined in the RFQ.

The County intends to enter into two (2) contracts: one with a "Primary" contractor and one with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for all due diligence evaluation needs as they arise. The "Secondary" contractor will be utilized to serve as an additional contractor at the sole discretion of the County.

Pender County will reserve the right to decide, at the guidance and recommendation of the County Manager when and if the "Secondary" contract will be utilized.

The contracts shall be for a base period of one (1) year with an option to renew for up to two additional one-year periods, upon written mutual consent of all parties. This contract shall only be used on an "as needed" basis as determined solely by Pender County.

Based on the results of the selection committee's scoring, two contractors are being recommended to the Board for award Primary contractor to ECS for \$40,000 and secondary to Summit for \$10,000. These funds will be paid from 660-404500 Non-departmental Contracted Services.

ACTION REQUESTED:

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



REQUEST FOR QUALIFICATIONS: PROFESSIONAL SERVICES RELATED TO DUE DILIGENCE EVALUATION OF FUTURE COUNTY SITES

RFQ # 230119-241

January 19, 2023



Statements of Qualifications Due:

February 14, 2023 @ 2pm

Issued by:

Trisha Newton, Purchasing Manager, Pender County Finance

PO Box 1578, Burgaw, NC 28425

910-259-1281, purchasing@pendercountync.gov

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Purpose

Pursuant to N.C. General Statute 143-64.31, Pender County is seeking statements of qualifications on professional services related to due diligence and suitability evaluations of potential property for future county sites. These services shall include but are not limited to those described in detail in subsequent sections, are requested to allow County staff and the Board of County Commissioners to determine feasibility and appropriateness of the potential property for future development. The property may be of interest for school sites, parks, water treatment plants/wells, administrative offices, sites to needed to provide governmental services/functions or any other county need.

Schedule

The following outlines the anticipated timeline related to the Request for Qualifications, award of contract, and delivery/presentation of work products related to this RFQ. County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

- Announcement and Advertisement of RFQ: Issued January 19, 2023
- Any clarifying questions should be submitted to purchasing@pendercountync.gov no later than February 2, 2023 at 2pm
- Deadline for Submittal of Statements of Qualifications: February 14, 2023 @ 2 pm (There will not be a formal opening.)
- Recommendation to Board of Commissioners March 6, 2023

Scope of Services Required as part of Request for Qualifications (RFQ)

Pender County is seeking the services included within this RFQ to effectively evaluate and assess the feasibility and appropriateness of a property to accommodate a future school. The county will only contract for the necessary services to perform due diligence for various sites to meet county needs. The essential tasks required of this evaluation process consists of three main areas but are not limited to: environmental assessment, land surveying, and master plan design.

Environmental

- Wetlands/Delineation
- Phase I Site Assessment
- Regulatory approvals for above items
- Soil survey
- Stream Identification
- Archaeological Assessment/Survey
- National Heritage Program (NHP) screening
- Threatened and Endangered (T and E) species to survey

Land Surveying

- Update boundary & Plat (full boundary survey is not anticipated to be needed)
- Wetland Survey & Map
 - USCOE concurrence required
- Legal Description
 - Suitable for deed preparation
- Traffic Impact Analysis

Master Plan Design

The master site plan shall include conceptual design and layout for any of the following facilities:

- K-12 school sites
- administrative building
- fleet maintenance building and parking lot
- land reservation not utilized (if applicable)
- athletic fields to include baseball/softball fields, football/soccer fields, and tennis courts
- playgrounds and parks (dog park/concessions stand/etc.)
- restroom and shelter facilities
- industrial plants (reverse osmosis plants/etc.)

In addition, the master site plan shall provide for design components as they relate to the facilities included above:

- street connectivity
- adjacent property connectivity
- integrated stormwater facilities
- integrated/complimentary parking design
- incorporation of wetland acreage as part of wellfield and passive recreational

Qualification Criteria

To be considered for this project the firm must meet minimum requirements set forth below to be included in the statement of qualifications. The successful firm must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected firm should have a proven ability to work effectively with public agencies and other stakeholders.

Qualification statements should include, at minimum, the following:

Firm Information

Include information about the firm's size, history, office locations, and service offerings.

- Include number of years the firm has been in business.
- Include number of years the firm has been in business under its present business name.
- List the point of contact and contact information.
- Include a copy of all applicable licenses.

Project Approach

Include a comment/response to each of the following:

- Provide a brief statement of your understanding of the project.
- Provide a probable timeline for surveying and site planning.
- Demonstrate surveying capabilities.

Experience

Detail your firm's experience in environmental assessment and surveying. The following list of items should be included in the SOQ:

- Similar projects:
 - o Name, location, and brief description of the project
 - o Photographs and/or drawings of the design.
 - o Name, address, and telephone number of the Owner (indicate contact person).

Key Personnel Resumes

- Demonstrate qualifications of your key staff.
 - A proposed project organization chart and resumes of key individuals included in your team.
- Indicate what elements of the work your firm intends to self-perform or subcontract.

References

Provide at least three (3) references who can vouch for the quality of services provided by your firm on similar projects.

Questions

Any questions on this RFQ should be submitted purchasing@pendercountync.gov no later than February 2, 2023 at 2pm. Both the questions and corresponding answers will be published in the form of an Addendum.

Statement Of Qualifications

Qualification packages should be prepared simply and economically and bound in a single volume whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Pender County does not expect, nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other nonrelated project materials. ***Brevity will be appreciated.*** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12 point font. Covers and Dividers do not count in the 50 page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 2 pm on February 14, 2023.

Statement of Qualifications should be submitted as follows:

- By Mail: PO Box 1578, Burgaw, NC 28425
- By Courier: 805 S. Walker Street, Burgaw, NC 28425
- By email: purchasing@pendercountync.gov

By submitting a response to this Request for Qualifications, the responding firm represents that it has read and understands the Scope of Work and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

Responses may be modified or withdrawn by the responding firm any time prior to the deadline. Modified and withdrawn responses may be resubmitted so long as they are received no later than February 14, 2023 at 2 pm.

The County is not responsible for packages lost or misdirected by the US Postal Service or other courier. No late responses will be considered and shall be returned to the responding firm unopened.

Payment

Payment Terms will be Net 30. Invoices shall be submitted promptly upon completion of billable work. The County will not pay deposits or payments prior to work being completed. Firms are invited to complete the form at <https://form.jotform.com/201494663893163> to set up ACH payments.

Proprietary Information

All Statements of Qualifications received are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets or proprietary information contained in a response may be kept confidential if, at the time the SOQ is submitted, the information is designated as proprietary information and it is requested the information be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

Costs Incurred by Submission

The submitting firm will be responsible for all costs associated with the submission of their respective statement of qualifications. The County will not be responsible for the reimbursement of any costs associated with this submission.

Evaluation & Selection Process

Statements of Qualifications will be evaluated on qualifications and other criteria listed below. Pender County anticipates phone interview(s) with the selected firm prior to official award of contract.

Selection criteria will be based on the following factors:

- Demonstrated competency/experience related to scope of services requested
- The firm's demonstrated ability to carry out similar projects on time and within budget
- The firm's availability and commitment to meet the project timeline
- Prior work experience and performance with Pender County
- References

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submissions will be based on the criteria above. Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject all submissions.

The county intends to enter into two (2) contracts: one with a "Primary" and "Secondary" firm. The county would utilize the secondary firm only if the primary firm is not available for a specific project. The County is seeking to enter into a one (1) year agreement with the option to extend for an additional year.

Pender County Terms and Conditions

In entering a Contract with Pender County North Carolina (the "County"), your company (the "Vendor"), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

1. COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel or otherwise rescind a Purchase Order based on the County's best interest.

2. PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

3. VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

4. CHANGES – If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation. Any changes to this Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

5. INVOICES – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of this Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

6. PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

7. TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice.

8. DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

9. RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.

10. ASSIGNMENT – Neither this Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.

11. WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

12. INDEMNIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

13. INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

14. INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents,

injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

15. USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee, or implying in any way that the County indorses Vendor or its products or services.

16. FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

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

18. INSURANCE – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.

19. STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

20. MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

21. VENUE FOR LEGAL ACTIONS – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.



REQUEST FOR QUALIFICATIONS: PROFESSIONAL SERVICES RELATED TO DUE DILIGENCE EVALUATION OF FUTURE COUNTY SITES

RFQ # 230119-240

ADDENDUM 1 - January 27, 2023



EXTENDED DUE DATE for Statements of Qualifications:

February 21, 2023 @ 2pm

Issued by:

Trisha Newton, Purchasing Manager, Pender County Finance

PO Box 1578, Burgaw, NC 28425

910-259-1281, purchasing@pendercountync.gov

NOTICE: This Request for Qualifications (RFQ) is modified as set forth in the Addendum. The original RFQ Documents and any previously issued Addenda remain in full force and effect, except as modified by the Addendum, which is hereby made part of the RFQ. Responding firms shall take this Addendum into consideration when preparing and submitting a Statement of Qualifications. This addendum has been issued to address to extend the due date of both questions and Statements of Qualifications, as well as to specify that responses can be submitted via email.

UPDATED Schedule

- Announcement and Advertisement of RFQ: Issued January 19, 2023
- Addendum 1 issues January 27, 2023
- EXTENDED: Any clarifying questions should be submitted to purchasing@pendercountync.gov no later than February 9, 2023 at 2pm
- EXTENDED: Deadline for Submittal of SOQ's: February 21, 2023 @ 2 pm
(There will not be a formal opening.)
- Recommendation to Board of Commissioners March 6, 2023

Questions

Any questions on this RFQ should be submitted purchasing@pendercountync.gov no later than February 9, 2023 at 2pm. Both the questions and corresponding answers will be published in the form of an Addendum as soon as possible.

Statement Of Qualifications

All interested and qualified firms are requested to submit their statement of qualifications no later than 2 pm on February 21, 2023. Emailed responses will be accepted.

Statement of Qualifications should be submitted as follows:

- By Mail: PO Box 1578, Burgaw, NC 28425
- By Courier: 805 S. Walker Street, Burgaw, NC 28425
- By email: purchasing@pendercountync.gov

Responses may be modified or withdrawn by the responding firm any time prior to the deadline. Modified and withdrawn responses may be resubmitted so long as they are received no later than February 21, 2023 at 2 pm.

-END-

Pender County Request for Qualifications # 230119-241 Addendum 1
Professional Services Related to Due Diligence Evaluation of Future County Sites
Page 2

Page 14 of 14



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: March 13, 2023

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

ACTION REQUESTED:

Axon's Body 3 bundles hardware, software, accessories, equipment refreshes, and warranties together to help equip your officers with the solutions they need to stay safe. Axon represents the entire network of devices, applications, and people that is revolutionizing public safety around the world. Our mission is to protect life. Our technologies give law enforcement the confidence, focus, and time they need to keep their communities safe. Our suite of connected products from body cameras to evidence management, has given police agencies the flexibility and the versatility to operate with increased transparency and efficiency.

Justification:

- Re-writing Contract #'s (00022253 & 00078868) will consolidate two separate contracts into a single invoice and simplify future purchases and renewals.
- Contract Re-write will move all users to unlimited data storage within Evidence.com, resulting in savings over a 5-year period since additional a la carte storage will not be necessary to purchase moving forward.
- Alleviates need for contract (00022253) renewal on 07/14/2024 as both existing contracts will be combined into one and start over.
 - o This guarantees 2023 pricing for both contracts without expected inflation increases upon their current renewal dates.
- Re-written contract includes an entire Drone program (Hardware & Licensing) discounted to a total of \$7,106.38.
 - o This will ensure that your Drone program is fully integrated with the rest of your technologies.
- Upon completion of the Re-write new hardware will be provided for the (100) cameras and (10) 8-Bay Docks that are already owned to ensure that the Department is utilizing brand new equipment when the contract begins.
 - o Through our Technology Assurance Plan (TAP) all (100) cameras and

(10) Docks will be refreshed/upgraded every 2.5 year of the contract term.

Anticipated Savings Versus 2027 Renewal of Existing Contracts:

- Estimated Cost based on Average Inflation rate for renewal of the same program in 2027:

- o \$586,833.49+

- Estimated Minimum Savings if we proceed with Re-write versus a renewal of total contract in 2027:

- o \$104,499.13

Down payment of \$45,811.81 Due April 2023.

These funds will come account 510-404500 in FY 23.

Pender County Sheriff – Axon Body 3 & Axon Air Contract Re-write

Axon's Body 3 bundles hardware, software, accessories, equipment refreshes, and warranties together to help equip your officers with the solutions they need to stay safe.

Axon represents the entire network of devices, applications, and people that is revolutionizing public safety around the world. Our mission is to protect life. Our technologies give law enforcement the confidence, focus, and time they need to keep their communities safe. Our suite of connected products from body cameras to evidence management, has given police agencies the flexibility and the versatility to operate with increased transparency and efficiency.

Justification:

- Re-writing Contract #'s (00022253 & 00078868) will consolidate two separate contracts into a single invoice and simplify future purchases and renewals.
- Contract Re-write will move all users to unlimited data storage within Evidence.com, resulting in savings over a 5-year period since additional a la carte storage will not be necessary to purchase moving forward.
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 - This guarantees 2023 pricing for both contracts without expected inflation increases upon their current renewal dates.
- Re-written contract includes an entire Drone program (Hardware & Licensing) discounted to a total of **\$7,106.38**.
 - This will ensure that your Drone program is fully integrated with the rest of your technologies.
- Upon completion of the Re-write new hardware will be provided for the (100) cameras and (10) 8-Bay Docks that are already owned to ensure that the Department is utilizing brand new equipment when the contract begins.
 - Through our Technology Assurance Plan (TAP) all (100) cameras and (10) Docks will be refreshed/updated every 2.5 year of the contract term.

Anticipated Savings Versus 2027 Renewal of Existing Contracts:

- Estimated Cost based on Average Inflation rate for renewal of the same program in 2027:
 - **\$586,833.49+**
- Estimated Minimum Savings if we proceed with Re-write versus a renewal of total contract in 2027:
 - **\$104,499.13**



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

Q-449997-44979.643RM

Issued: 02/22/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 04/01/2023

Account Number: 187670

Payment Terms: N30

Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Mike Collier Phone: (910) 604-1135 Email: mcollier@pendersheriff.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$445,253.46
ESTIMATED TOTAL W/ TAX	\$458,118.89

Discount Summary

Average Savings Per Year	\$36,499.59
TOTAL SAVINGS	\$182,497.94

Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$44,525.26	\$1,286.55	\$45,811.81
Apr 2024	\$100,182.05	\$2,894.72	\$103,076.77
Apr 2025	\$100,182.05	\$2,894.72	\$103,076.77
Apr 2026	\$100,182.05	\$2,894.72	\$103,076.77
Apr 2027	\$100,182.05	\$2,894.72	\$103,076.77
Total	\$445,253.46	\$12,865.43	\$458,118.89

Quote Unbundled Price: \$627,751.40
 Quote List Price: \$584,353.40
 Quote Subtotal: \$445,253.46

Pricing

Page 5 of 14 *All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$20,573.34)	(\$20,573.34)	(\$1,388.71)	(\$21,962.05)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$33,751.20)	(\$33,751.20)	(\$2,278.22)	(\$36,029.42)
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	60	\$69.79	\$34.66	\$34.66	\$20,796.00	\$1,403.73	\$22,199.73
BWCamTAP	Body Worn Camera TAP Bundle	100	60	\$36.22	\$32.50	\$32.50	\$195,000.00	\$13,162.54	\$208,162.54
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	60	\$183.34	\$183.34	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1			\$5,998.00	\$5,998.00	\$5,998.00	\$404.89	\$6,402.89
100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	1			\$659.00	\$659.00	\$659.00	\$44.49	\$703.49
AB3C	AB3 Camera Bundle	70			\$749.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	10			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	30			\$749.00	\$749.00	\$22,470.00	\$1,516.71	\$23,986.71
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	105	60		\$24.00	\$22.93	\$144,480.00	\$0.00	\$144,480.00
100112	AXON AIR, E.COM PILOT DATA LIC	3	60		\$32.55	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	100	60		\$15.00	\$16.25	\$97,500.00	\$0.00	\$97,500.00
ProLicense	Pro License Bundle	5	60		\$39.00	\$42.25	\$12,675.00	\$0.00	\$12,675.00
A la Carte Services									
100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1			\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	3			\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$445,253.46	\$12,865.43	\$458,118.89

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	77	03/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	33	03/01/2023
AB3 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	77	03/01/2023
AB3 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	33	03/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	70	03/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	03/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	30	03/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	03/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	03/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	03/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	03/01/2023
A la Carte	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1	03/01/2023
A la Carte	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	1	03/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	09/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	103	09/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	03/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	103	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	1	04/01/2023	03/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	04/01/2023	03/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	04/01/2023	03/31/2028
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	04/01/2023	03/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	100	04/01/2023	03/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	04/01/2023	03/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	04/01/2023	03/31/2028
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	3	04/01/2023	03/31/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	105	04/01/2023	03/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1
A la Carte	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	100	04/01/2023	03/31/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	3	04/01/2023	03/31/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	03/01/2024	03/31/2028

Payment Details

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$0.00	\$0.00	\$0.00
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$3,375.12)	(\$227.82)	(\$3,602.94)
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,057.34)	(\$138.87)	(\$2,196.21)
Year 1	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$0.00	\$0.00	\$0.00
Year 1	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1	\$599.80	\$40.49	\$640.29
Year 1	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	1	\$65.88	\$4.45	\$70.33
Year 1	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	3	\$0.00	\$0.00	\$0.00
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	105	\$14,448.00	\$0.00	\$14,448.00
Year 1	AB3C	AB3 Camera Bundle	70	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	30	\$2,247.00	\$151.67	\$2,398.67
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	100	\$9,750.00	\$0.00	\$9,750.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$2,079.60	\$140.37	\$2,219.97
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	100	\$19,499.96	\$1,316.26	\$20,816.22
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	5	\$1,267.48	\$0.00	\$1,267.48
Total				\$44,525.26	\$1,286.55	\$45,811.81

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$0.00	\$0.00	\$0.00
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$7,594.02)	(\$512.60)	(\$8,106.62)
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,629.00)	(\$312.46)	(\$4,941.46)
Year 2	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$0.00	\$0.00	\$0.00
Year 2	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1	\$1,349.55	\$91.10	\$1,440.65
Year 2	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	1	\$148.28	\$10.01	\$158.29
Year 2	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	3	\$0.00	\$0.00	\$0.00
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	105	\$32,508.00	\$0.00	\$32,508.00
Year 2	AB3C	AB3 Camera Bundle	70	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	30	\$5,055.75	\$341.26	\$5,397.01
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	100	\$21,937.50	\$0.00	\$21,937.50
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$4,679.10	\$315.84	\$4,994.94
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	100	\$43,875.01	\$2,961.57	\$46,836.58
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	5	\$2,851.88	\$0.00	\$2,851.88
Total				\$100,182.05	\$2,894.72	\$103,076.77

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$0.00	\$0.00	\$0.00
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$7,594.02)	(\$512.60)	(\$8,106.62)

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,629.00)	(\$312.46)	(\$4,941.46)
Year 3	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$0.00	\$0.00	\$0.00
Year 3	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1	\$1,349.55	\$91.10	\$1,440.65
Year 3	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	1	\$148.28	\$10.01	\$158.29
Year 3	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	3	\$0.00	\$0.00	\$0.00
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	105	\$32,508.00	\$0.00	\$32,508.00
Year 3	AB3C	AB3 Camera Bundle	70	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	30	\$5,055.75	\$341.26	\$5,397.01
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	100	\$21,937.50	\$0.00	\$21,937.50
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$4,679.10	\$315.84	\$4,994.94
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	100	\$43,875.01	\$2,961.57	\$46,836.58
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	5	\$2,851.88	\$0.00	\$2,851.88
Total				\$100,182.05	\$2,894.72	\$103,076.77

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$0.00	\$0.00	\$0.00
Year 4	100552	TRANSFER CREDIT - GOODS	1	(\$7,594.02)	(\$512.60)	(\$8,106.62)
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,629.00)	(\$312.46)	(\$4,941.46)
Year 4	100612	AXON AIR, 2HR VIRTUAL TRAINING BY DRONESENSE	1	\$0.00	\$0.00	\$0.00
Year 4	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	1	\$1,349.55	\$91.10	\$1,440.65
Year 4	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	1	\$148.28	\$10.01	\$158.29
Year 4	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	3	\$0.00	\$0.00	\$0.00
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	105	\$32,508.00	\$0.00	\$32,508.00
Year 4	AB3C	AB3 Camera Bundle	70	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	30	\$5,055.75	\$341.26	\$5,397.01
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Total				\$100,182.05	\$2,894.72	\$103,076.77

Page 10 of 14

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract #22253 and #78868 (originated via Q-210643 and Q-403188) and is terminating that contract upon the new license start date (04/01/2023) of this quote.

The parties agree that Axon is granting a refund of \$54,324.54 to refund paid, but undelivered services. This discount is based on a ship date range of 3/1/2023 - 3/15/2023, resulting in a 4/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices

Signature

Date Signed

2/22/2023



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: March 13, 2023

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

SUMMARY:

The Lower Cape Fear Water and Sewer Authority (LCFWASA) provides raw (untreated) water from the Cape Fear River to Pender County as the only supply to our surface water treatment plant off US 421. Water is also provided to Brunswick County, Cape Fear Public Utilities Authority (CFPUA), and several industries along 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.

ACTION REQUESTED:

Approve resolution requesting funding of the Lower Cape Fear Water and Sewer Authority's Phase 2 parallel pipeline

ATTACHMENTS:

Resolution
Map of Phase 2 project

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



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

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

WHEREAS, the Lower Cape Fear Water and Sewer Authority (Authority) serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments, and

WHEREAS, The Authority, the most extensive regional water system in Eastern North Carolina, has the primary role is to provide raw water from the Cape Fear to supply treatment facilities that serve 550,000 customers; and,

WHEREAS the Board of Directors for Lower Cape Fear Water and Sewer Authority wishes to ensure reliable availability and redundancy in its raw water supply; and

WHEREAS in November of 2021, the LCFWASA experienced a significant leak on unparalleled infrastructure in the lower 10 miles of its raw water distribution system; and

WHEREAS, if this leak had occurred during the peak seasonal months, critical regional facilities would have been severely affected, including the State Port, ten regional medical facilities, the Sunny Point Military Terminal, the rail terminal in Leland, the Port terminal in Boiling Springs Lakes, and multiple other essential operations, businesses, and facilities; and

WHEREAS the retail water systems served by the LCFWASA would be compelled to take extreme water conservation measures during a similar worst-case crisis scenario in the summer; and

WHEREAS, according to the analysis and opinion of the LCFWASA Engineer of Record, the direct and cumulative effect of such an event would be "catastrophic"; and

WHEREAS the design and construction of a 48" inch parallel raw water line over 51,800 feet in length (Project) from the current termination points of parallel infrastructure in the LCFWASA system to the final meter vaults serving Pender and New Hanover Counties provides a solution to the outstanding risks to the LCFWASA infrastructure; and

WHEREAS, the current estimated cost of the Project is \$60.2 million, and the budgetary impact of the Project would effectively double the LCFWASA wholesale rates if it were solely funded by the LCFWASA; and

WHEREAS, in recognition of this significant impact in terms of both needs and cost, the Legislature appropriated partial funding in the amount of \$23.5 million to the LCFWASA to begin construction; and

WHEREAS the LCFWASA's customers, specifically Cape Fear Public Utility Authority and Pender County, have agreed to contribute a total of \$11.7 million to the Project, for a total of \$35.2 million toward construction of the first phase of the Project; and

WHEREAS an additional allocation request of \$25 million will be required to complete the Project in a second phase of construction; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Pender County, North Carolina, this request of the members of the North Carolina 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.

THEREFORE, BE IT FURTHER RESOLVED that a copy of this resolution be recorded in the permanent minutes of this Board.

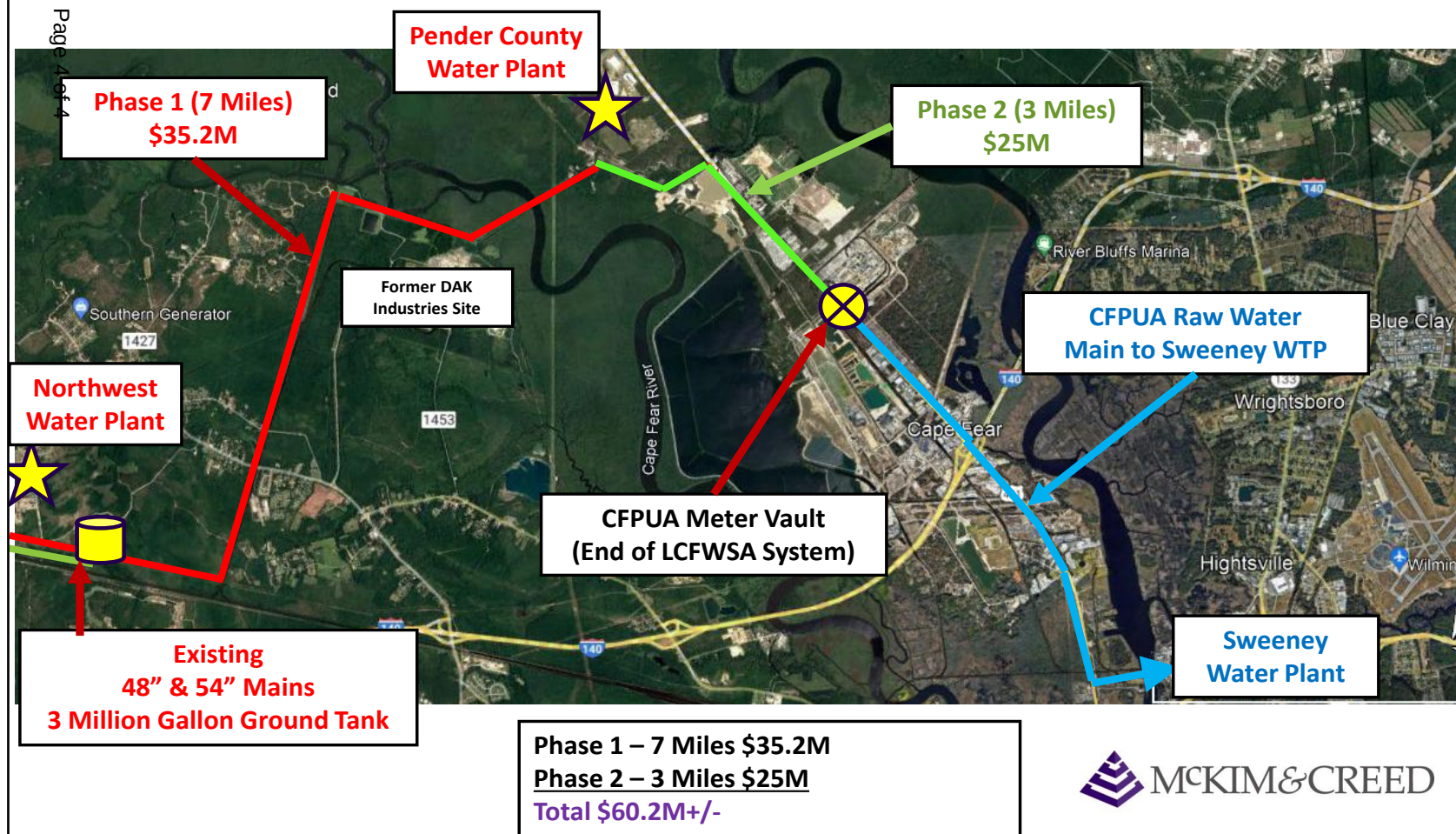
Adopted this 13th day of March 2023.

Jacqueline A. Newton, Chair
Pender County Board of Commissioners

ATTEST:

Nancy Avery
Interim Clerk to the Board

Phase 1 & 2 – 48" Parallel Raw Water Main





Pender County

TO: Board of Commissioners
FROM: Carolyn Moser
DATE: March 13, 2023
SUBJECT: 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.

SUMMARY:

Five new proposed 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

Wave One: \$3,772,960.81 from 2022-2038

Wave Two: \$3,020,171.24 from 2023-2036

ACTION REQUESTED:

To approve the resolution and Supplemental Agreement

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



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

**RESOLUTION BY THE COUNTY OF PENDER
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**

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Pender County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Pender County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 13th day of March, 2023.

Jackie Newton, Chair
Pender County Board of Commissioners

ATTEST:

_____, Clerk to the Board

SEAL

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



910-259-1200 office
www.pendercountync.gov

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 - 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 - 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. "Additional Funds" shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.
3. "Additional Settlements" means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. "Additional Settling Defendants" means the defendants listed in section II.B of this SAAF.
5. "Local Counsel" means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. "National Counsel" means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. "Required Local Governments" means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State ("State Additional Abatement Fund"), (ii) 84.62% to abatement funds established by Local Governments ("Local Additional Abatement Funds"), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____
Name: _____
Title: _____
County/City/Town of _____
Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Pender County	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Pender County	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Pender County	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Pender County	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Pender County	State: NC
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





**Pender County
Approval of Contract and Purchase
Order for Professional Services related
to Courthouse Space Needs Assessment
- RFQ#230209-243**

TO:	Board of County Commissioners
FROM:	Buddy Avery
DATE:	March 13, 2023
SUBJECT:	Approval of Contract and Purchase Order for Professional Services related to Courthouse Space Needs Assessment - RFQ#230209-243

SUMMARY:

Pender County put out an RFQ soliciting Statements of Qualifications from professional consulting firms to conduct a space needs assessment of our court facilities, related offices and associated storage needs. Pender County Government is statutorily responsible for providing appropriate facilities for court facilities and related functions: Judicial Chambers, District Court, Superior Court (monthly), Clerk of Court, Public Defender's Office, District Attorney' Office, as well as administrative offices and records storage. Responding firms must show a strong background in the planning of government facilities, including judicial facilities. The County is seeking a firm whose combination of qualified experience and personnel will provide timely, cost-effective, and professional planning services.

Staff published a Request for Proposals on February 9, 2023
Schedule

- A. RFP Issued February 9, 2023
- B. Submittals due March 2, 2023, by 2:00 PM
- C. Present to Commissioners March 13, 2023
- D. Award Notification March 14, 2023
- E. Completion Date - 120 days after executed contract

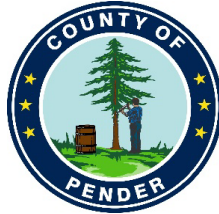
Staff received Statements of Qualifications that were reviewed and scored by a selection committee. Selection Committee was made up of staff from County Finance and County Manager Office. The selection committee evaluated each proposal based on the criteria outlined in the RFQ.

Based on the results of the selection committee's scoring, the contract is being recommended to the Board for award to Moseley for a negotiated amount. These funds will be paid from 660-404500 Non-departmental Contracted Services.

ACTION REQUESTED:

Approval of Contract and Purchase Order for Professional Services related to
Courthouse Space Needs Assessment - RFQ#230209-243

REQUEST FOR QUALIFICATIONS



Professional Consultant to Conduct Space Needs Assessment

RFQ # 230209-243

February 9, 2023



Questions Due: February 17, 2023 by 2pm

Proposals Due: March 2, 2023 by 2pm

Issued by:

Trisha Newton, Purchasing Manager, Pender County Finance
PO Box 1578, Burgaw, NC 28425
910-259-1281, purchasing@pendercountync.gov

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Purpose

Pender County is soliciting Statements of Qualifications from professional consulting firms to conduct a space needs assessment of our court facilities, related offices and associated storage needs. Responding firms must show a strong background in the planning of government facilities, including judicial facilities. The County is seeking a firm whose combination of qualified experience and personnel will provide timely, cost-effective, and professional planning services.

Schedule

The following outlines the anticipated timeline related to the Request for Qualifications, award of contract, and delivery/presentation of work products related to this RFQ. County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

RFQ Issued	February 9, 2023
Questions on RFQ Due	February 17, 2023 by 2pm to purchasing@pendercountync.gov
Statements of Qualifications Due	March 2, 2023 by 2pm to purchasing@pendercountync.gov There will not be a formal opening.
Interviews with Short List Firms (if needed)	March 3, 2023, times TBA
Recommendation to Board of Commissioners	March 6, 2023
Notification of Award of Contract	March 7, 2023
Price Negotiation and Contract Development	March 6-10, 2023
Review of Scope and Project Kick Off	March 13-16, 2023
Completion Date	120 days after executed contract

Background

Pender County Government is statutorily responsible for providing appropriate facilities for court facilities and related functions: Judicial Chambers, District Court, Superior Court (monthly), Clerk of Court, Public Defender's Office, District Attorney's Office, as well as administrative offices and records storage. The Pender County Courts currently utilize the following spaces dedicated to court operations, administration and storage including:

- Pender County Courthouse, 100 S Wright St, Burgaw – approx. 27,090 sq ft
- Frances Dawson Basden Judicial Annex, 100 Dickerson St, Burgaw – approx. 6,000 sq ft
- Biberstein House, 102 S Walker St, Burgaw – approx. 1,040 sq ft
- Records Storage Space, leased, Burgaw – approx. 1,900 sq ft
- Newly Purchased Offices, 301 S McNeil St, Burgaw – approx. 1,900 sq ft

Scope of Services

Pender County seeks a package from professional consultant firms to provide all services necessary to complete the assigned project. The consultant shall take the lead project management role. The scope of work associated with completing this project includes, but is not limited to, the following:

Pender County Request for Qualifications # 230209-243
Professional Consultant to Conduct Space Needs Assessment
Page 3

- Review and assess the condition of the current court facilities, including the identification of both physical and operational issues that do not meet modern standards.
- Conduct interviews with relevant staff to gather information about current use of the spaces and future needs, potential growth in staffing and storage needs, etc.
- Create a comprehensive plan for space allocation that will address the needs for the next 15-20 years. The plan must lay out the most efficient, effective and functional plan for space needed by staff for the services provided.
- Provide recommendations for future space requirements of the court system that address court rooms, , meeting spaces, staff work spaces, restrooms, storage, both employee and public parking, and other needs discovered during the assessment.
- Provide recommendations for future space requirements for the courts records storage and general storage, including security, protection from fire and flood damage, work spaces for staff reviewing records, and other needs discovered during the assessment.
- Provide recommendations on optimal location of these facilities.
- Provide recommendations on renovating existing facilities versus building new facilities.
- Provide recommendation on maintaining existing facilities.
- Provide estimated timeframes for making recommended transitions.
- Provide high level budget estimates for planning purposes.

The assessment should culminate in a written report of findings related to current and future needs of the Court System in Pender County. This report will be addressed to the Board of County Commissioners, bearing in mind the other stakeholders in the outcome of this assessment, from County Management to Judicial System Officials, and the citizens of Pender County.

The **anticipated completion date for the project is 120 days from the execution of the contract or sooner.** Any concerns with or exceptions to this date should be noted in the firm's response and an alternative timeline must be included. Responses with an alternative expedited time line should include a detailed project schedule and methodology. Responses with reasonable expedited time lines will be rated favorably.

Qualification Criteria

To be considered for this project the firm must meet minimum requirements set forth below to be included in the statement of qualifications. The successful firm must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected firm should have a proven ability to work effectively with public agencies and other stakeholders.

Qualification statements should include, at minimum, the following:

Firm Information

Include information about the firm's size, history, office locations, and service offerings.

- Include number of years the firm has been in business.
- Include number of years the firm has been in business under its present business name.
- List the point of contact and contact information.
- Include a copy of all applicable licenses.

Project Approach

Include a comment/response to each of the following:

- Provide a brief statement of your understanding of the project.
- Provide a probable timeline for surveying and site planning.
- Demonstrate surveying capabilities.

Experience

Detail your firm's experience in environmental assessment and surveying, The following list of items should be included in the SOQ:

- Similar projects:
 - o Name, location, and brief description of the project
 - o Photographs and/or drawings of the design.
 - o Name, address, and telephone number of the Owner (indicate contact person).

Key Personnel Resumes

- Demonstrate qualifications of your key staff.
 - A proposed project organization chart and resumes of key individuals included in your team.
- Indicate what elements of the work your firm intends to self-perform or subcontract. person).

Per Unit Pricing

List billable fee categories and the corresponding per unit or fixed pricing to the extent allowable under N.C. G.S. 143-63.31.

References

Provide at least three (3) references who can vouch for the quality of services provided by your firm on similar projects.

Questions

Any questions on this RFQ should be submitted purchasing@pendercountync.gov no later than February 17, 2023 at 2pm. Both the questions and corresponding answers will be published in the form of an Addendum.

Statement Of Qualifications

Qualification packages should be prepared simply and economically and bound in a single volume whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Pender County does not expect, nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other nonrelated project materials. ***Brevity will be appreciated.*** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12 point font. Covers and Dividers do not count in the 50 page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 2 pm on March 2, 2023. If not submitted by email, an electronic file of the SOQ must be included.

Statement of Qualifications should be submitted as follows:

- By Mail: PO Box 1578, Burgaw, NC 28425
- By Courier: 805 S. Walker Street, Burgaw, NC 28425
- By email: purchasing@pendercountync.gov

By submitting a response to this Request for Qualifications, the responding firm represents that it has read and understands the Scope of Work and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

Responses may be modified or withdrawn by the responding firm any time prior to the deadline. Modified and withdrawn responses may be resubmitted so long as they are received no later than March 2, 2023 at 2 pm.

The County is not responsible for packages lost or misdirected by the US Postal Service or other courier. No late responses will be considered and shall be returned to the responding firm unopened.

Responding firms are responsible for monitoring the Pender County website at www.pendercountync.gov for any Addenda.

Pender County encourages all qualified businesses, including DBE, Minority, and Women owned and operated businesses to respond to this RFQ.

Payment

Payment Terms will be Net 30. Invoices shall be submitted promptly upon completion of billable work. The County will not pay deposits or payments prior to work being completed. Firms are invited to complete the form at <https://form.jotform.com/201494663893163> to set up ACH payments.

Costs Incurred by Submission

The submitting firm will be responsible for all costs associated with the submission of their respective statement of qualifications. The County will not be responsible for the reimbursement of any costs associated with this submission. Submissions will become property of Pender County and will become "public record".

Proprietary Information

All Statements of Qualifications received are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets or proprietary information contained in a response may be kept confidential if, at the time the SOQ is submitted, the information is designated as proprietary information and it is requested the information be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

Authority

A person authorized to bind the responding to the provisions of this RFQ must sign the Statement of Qualifications, as well as the contract of the awarded firm.

Provisions

The County reserves the right to amend, at any time, any part of this RFQ by posting updates to the county website and to change any of the scheduled dates, including the SOQ due date. All changes will become part of this RFQ and will be incorporated into the agreement entered between the County and the Proposer.

Conflict of Interest

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

Evaluation & Selection Process

Statements of Qualifications will be evaluated on qualifications and other criteria listed below. Pender County anticipates phone interview(s) with the selected firm prior to official award of contract.

Selection criteria will be based on the following factors:

- Demonstrated competency/experience related to scope of services requested
- Proposed approach and methodology for conducting the requested assessment
- The firm's demonstrated ability to carry out similar projects on time and within budget
- The firm's availability and commitment to meet the project timeline and proposed schedule
- Prior work experience and performance with Pender County
- References

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submissions will be based on the criteria above. **Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject all submissions.**

Interviews will be conducted on March 3, 2023. Responding firms should save the date for a potential interview.

This RFQ will result in a contract for services provided to Pender County. The contracting firm shall provide the County with a sample contract which can be revised by the County's legal department. The contract shall provide a termination clause in which the County reserves the right to terminate the contract immediately with cause or with ninety days prior written notice without cause.

Pender County Terms and Conditions

In entering a Contract with Pender County North Carolina (the "County"), your company (the "Vendor"), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

1. COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel or otherwise rescind a Purchase Order based on the County's best interest.

2. PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

3. VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

4. CHANGES – If Vendor refuses to accept a purchase order exactly as written, Vendor will return it at once with explanation. Any changes to a Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

5. INVOICES – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of the Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

6. PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

7. TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice. Pender County is not exempt from sales tax.

8. DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

9. RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.

10. ASSIGNMENT – Neither a Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.

11. WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

12. INDEMNIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

13. INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

14. INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

15. USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee, or implying in any way that the County indorses Vendor or its products or services.

16. FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

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

18. INSURANCE – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.

19. STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

20. MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

21. NON-APPROPRIATION – Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County’s extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

22. VENUE FOR LEGAL ACTIONS – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.

-END-

	Pender County Purchasing Bid Tabulation				
	RFQ for Courthouse Space Needs Assessment				
	Points	Moseley	Comments	Fentress	Comments
Firm Information					
Yrs in business	5	5	54	5	35
Yrs at present location	5	5	19	5	35
Listed Contact	5	5		5	
Included License	5	5	NC	3	not NC
Project Approach					
Statement of Understanding	10	8		10	very detailed metrics
Provided Timeline	5	5		5	
Surveying Capability	5	5		5	
Experience					
Similar projects	15	15	9 out of 10 recent NC	12	1 out of 4 NC, Court Specialty
Key Personnel					
Listed Qualifications	10	10		10	
Organizational Chart and resumes	5	5		5	
Unit Pricing	5	4		5	lower rates
References					
1	5	5		5	
2	5	5		5	
3	5	5		5	
Statement of Qualifications					
Tailored Response	5	5	Tailored to Pender/NC Courts	3	Tailored to Court Specialty
Brevity	5	5		5	
Total	100	97		93	

PROPOSAL FOR

Pender County

**Professional Consultant to
Conduct Space Needs Assessment**

RFQ # 230209-243

March 2, 2023

Moseley Architects
911 N. West Street, Suite 205
Raleigh, NC 27603

Dan Mace, AIA
dmace@moseleyarchitects.com
(919) 840-0091

MOSELEYARCHITECTS

911 North West Street
Suite 205
Raleigh, NC 27603
P: (919) 840-0091

March 2, 2023

Ms. Trisha Newton, Purchasing Manager
Pender County
805 S. Walker Street
Burgaw NC 28425

Dear Ms. Newton and Members of the Selection Committee,

Moseley Architects is excited about this opportunity to continue partnering with Pender County as you prepare to renovate, expand, or construct a new courthouse facility. We are passionate about court and justice facility design and consider it a privilege to design these spaces for judges, law enforcement personnel, and citizens.

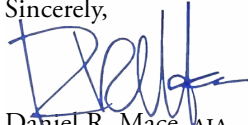
As you consider a partner for this important judicial space needs assessment, the following attributes distinguish our team:

- **Local Expertise**—We are currently serving Pender County on the design of your new law enforcement and detention center, which was preceded by a needs assessment. During this time, we forged strong relationships with your staff and decision-makers and became well-versed in your methodologies and working processes.
- **Vast Experience with Court Facility Projects**—We have provided design, construction contract administration, and consulting services for more than 145 judicial facilities in the last 15 years, including over 65 facility studies, space needs analyses, master plans, and consultations. This experience equips us with the knowledge necessary for the successful design of facilities to accommodate judicial operations.
- **In-House Resources**—Our staff comprises architects and engineers; security systems designers; energy analysts; interior designers; and construction contract administrators who specialize in planning for judicial facilities. This unified management of disciplines promotes safer, timely, and cost-conscious design results.
- **North Carolina Focus**—We have successfully served nearly 70 local, state, and federal government clients in North Carolina on planning and design projects that total over 6,100,000 square feet, including Pender County and your direct neighbors in Bladen, Duplin, New Hanover, and Sampson counties. As a result, we have a thorough knowledge of local conditions, codes, and regulations in the state.

Page 2

We welcome an opportunity to meet with you to discuss your courthouse space needs assessment in detail. For more information, please contact me at (919) 840-0091 or at dmace@moseleyarchitects.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Mace', with a stylized flourish at the end.

Daniel R. Mace, AIA
Managing Principal

- 1 Firm Information
- 2 Project Approach
- 3 Experience
- 4 Key Personnel Resumes
- 5 Per Unit Pricing
- 6 References

1

Firm Information





FIRM INFORMATION

Firm History

Founded in 1969, Moseley Architects is one of the Southeast's most trusted public sector architecture and engineering firms, offering exceptional expertise and service to local governments for court facilities and their related functions.

For 54 years, we have earned a reputation for quality, reliability, and responsiveness among more than 200 local government clients, including Pender County. *Building Design & Construction* recently ranked our firm fourth among justice facility architectural and engineering firms in the nation.

Judicial Facility Expertise

In the last 15 years, we have provided professional services for over 145 court facility projects. Our experience includes:

- 66 facility studies, space needs analyses, master plans, needs assessments, and consultations
- 61 facility renovations and expansions
- 20 new facilities

This experience provides our team with a strong understanding of the unique issues critically important to successful courthouse planning and design—knowledge that will directly benefit Pender County in achieving its goal of determining if the historic courthouse, constructed in 1936, should be renovated and expanded, or if a new court facility should be constructed.

Firm Size

Our firm comprises over 300 in-house staff, including architects; mechanical, electrical, plumbing engineers; structural engineers; interior designers; security systems designers; sustainability planners; and construction contract administrators who specialize in judicial facilities. Our integrated structure

"The folks at Moseley have been great. They have been fantastic. They had a needs assessment interview where each stakeholder in the process met with them. We went through what we did, what our personnel looked like, what our responsibilities are, what we thought we needed going forward. They were able to take our concerns and our needs and put those on paper. It has been a win-win for all of us."

— Honorable Quentin Sumner
Nash County Superior Court Judge
(Nash County's historic courthouse renovation and expansion pictured)

Firm Information



allows us to offer a more cohesive and streamlined service. This close collaboration, in combination with unified management of all building design disciplines, promotes well-coordinated, higher quality results.

Office Locations

Moseley Architects will serve Pender County from our Raleigh and Charlotte offices.

- Charlotte, NC
- Raleigh, NC
- Fairfax, VA
- Harrisonburg, VA
- Richmond, VA
- Roanoke, VA
- Virginia Beach, VA
- Warrenton, VA
- Baltimore, MD
- Charleston, SC

ABOVE Begun as a study of the historic courthouse, the new Lincoln County Courthouse is North Carolina's most recently constructed court facility.

Number of Years Firm Has Been in Business

54

Number of Years Firm Has Been in Business Under Present Business Name

19

Point of Contact

Dan Mace, AIA

Tel: (919) 840-0091

Email: Dmace@moseleyarchitects.com

Copy of All Applicable Licenses

Our applicable licenses can be found on the following pages.

The North Carolina Board of Architecture

certifies that

Moseley Architects P.C.

is registered and authorized to practice
Architecture in the State of North Carolina.

In testimony whereof this certificate has been issued
by the authority of this Board.

Registration number: 50149
Initial registration: 5/19/1977
Expires on: 12/31/2023



Catherine M. Evans

Executive Director

Firm Information



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Moseley Architects P.C.
3200 Norfolk Street
Richmond, VA 23230

This is to Certify that:

Moseley Architects P.C. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and **expires on June 30, 2023**

License No. : C-3469



**THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS**

A handwritten signature in black ink, appearing to read "Adel Pitts".

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2022

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(919) 791-2012

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2 Project Approach



PROJECT UNDERSTANDING

Pender County is one of North Carolina's fastest growing counties. When the courthouse was constructed in the 1930s, the population was 16,000. The population now exceeds 62,000 residents, while the courthouse is still the primary building providing court services.

Challenges

Through the years, the facility has been renovated, and the county has utilized other municipal and leased facilities. None of these spaces were designed for court functions, and, in some cases, they are not secure.

Inadequate Spaces

We understand the existing 33,000-square-foot historic courthouse has not been able to efficiently provide adequate spaces for judicial function since the 1980s. The annex does not allow proper separation of space between the judge's bench, the clerk, and the witness stand.

ABOVE Moseley Architects completed the study that preceded the New Hanover County Division of Juvenile Justice court facility in neighboring Wilmington.

Safety Issues

Safety issues include having only one entrance and exit in a makeshift courtroom, jeopardizing emergency egress. The weight of records storage puts too much stress on the historic facility. Additional problems include mold and water intrusion, caused in part by damage from past hurricanes.

Expanding Workforce and Functions

We further understand the North Carolina legislature has appropriated funds to create new positions for the county's public defender's office, which creates a need for additional court spaces that will be housed adjacent to the courthouse.

Exploring Solutions

Moseley Architects has developed highly successful techniques for assisting clients in identifying solutions to problems similar to those Pender County now faces as it seeks spaces to consolidate court facilities and related functions, including your judicial chambers, district court, monthly superior



court, clerk of court, public defender's office, district attorney's office, as well as administrative offices and records storage.

In partnership with the County and representatives from the judicial system, our team will guide the space needs assessment, creating a comprehensive plan for space allocations of your court facilities, addressing your needs for the next 20 years. We will provide the information and tools required to make sound decisions about how to effectively utilize, renovate, or build a new court facility.

Careful analysis of alternatives, knowledgeable investigation of possibilities, and thorough preliminary planning set the stage for effective facility solutions. Through master planning, feasibility studies, option development, and evaluations, we provide information to support sound decision making and to serve as a reference for the coordinated implementation of facility plans over time.

Project Organization

- Establish County/architect communication procedures.

ABOVE Moseley Architects recently partnered with Johnston County on a comprehensive study of its county-owned and leased facilities, including administration, finance, the board meeting room, register of deeds, tax department, and child support, which are located in the historic courthouse.

- Identify County stakeholders, including judges, clerks of court, commissioners, sheriff, office administrators, and members of the district attorney's and public defender's office.
- Review project approach and establish County/architect communication procedures.
- Review and refine overall project objectives (e.g., planning horizons, priorities, implementation).
- Determine sources of required data and information.
- Review project approach, schedule, and key issues at kickoff meeting with project stakeholders.

Data Collection and Analysis

- Assemble information on existing space, facilities, and land holdings; review building documentation and observe conditions on-site



to include parking, storage, security, and privacy. This will include identifying both physical and operational issues that do not meet modern standards.

- Document key conditions.
- Field measure buildings as required.
- Assemble information on quantity, location, and physical condition of parking.
- Review County facility infrastructure (HVAC, electrical, structural, etc., including capacities, physical condition, and any improvements planned by the County). Analyze re-purpose potential.
- Determine/document existing space allocations.
- Conduct public input meeting(s) as desired by the County.
- Identify potential sites for expansion and/or a new facility or facilities.
- Distribute customized court facility space questionnaires to County stakeholders from the judicial system.
- Research court caseload history; develop and document future projections.

Space Needs Assessment

- Review completed space questionnaires.
- Schedule interviews with stakeholders to determine space needs and functional requirements of the court system.

ABOVE Begun as a study, Moseley Architects is currently designing Cleveland County's new justice complex, which will include a courthouse, law enforcement center, and detention center.

- Interview stakeholders in their current court locations to learn about current use of the spaces and future needs, potential growth in staffing, and storage needs, etc.
- Evaluate internal circulation patterns and security issues.
- Prioritize needs (e.g., urgent, long term, etc.).
- Determine existing and projected staff levels and allocations, functional relationships and adjacency needs, frequency and type of public contact, required support space, etc.
- Identify current and future technology requirements in consultation with staff.
- Recommend detailed space standards based on the County's needs and goals and applicable codes.
- Document assembled data; review data with appropriate stakeholders; refine and finalize based on feedback.

Program of Space Requirements

- Determine and document space needs in detail for progressive planning horizons (e.g., 5, 10, 20 years).
- Submit draft space requirements to the County and court stakeholders for review.
- Incorporate County and finalize space needs.



- Review completed space needs with County decision-makers.
- Submit preliminary report.

Evaluation of Alternatives

- Analyze facility capacity relative to documented needs (available building area site vs. required space, etc.).
- Develop and review alternative facility concepts, identifying proposed modifications including reallocation, renovation, and restoration of existing space in the historic facility, proposed building additions, and new building construction, to meet identified needs.
- Document each alternative in graphic and written format.

- Develop high level budget estimates and estimated phasing time frame outlines for each alternative.
- Evaluate relative advantages and disadvantages of alternatives.
- Assemble information into draft report and review with the County.
- Conduct public presentation(s) and discussion(s) as desired by the County.
- Assist the County in selecting and refining preferred concepts; finalize phasing/sequencing of plan in accordance with needs priority.

"I simply cannot say enough about the positive and professional manner in which the Moseley team has worked with us. My congratulations to the [York County] Council for their excellent selection of the architect for this [family court] project and the Moss Justice Center."

— Kevin Brackett
Solicitor, 16th Judicial Circuit
(York County Family Court pictured)



Final Report

- Prepare final report of findings to the County Manager, including complete documentation of approved plan with alternatives studies, documentation of data, recommendations, and planning process. This report will include:
 - a comprehensive plan for space allocation that will address the needs of the judicial system for the next 15-20 years. The plan will provide an efficient, effective and functional plan for space needed by staff for the services provided;
 - recommendations for future space requirements of the court system that address court rooms, meeting spaces, staff work spaces, restrooms, storage, both employee and public parking, and other needs discovered during the assessment;
 - recommendations for future space requirements for the courts records storage and general storage, including security, protection from fire and flood damage, work spaces for staff reviewing records, and other needs discovered during the assessment; and

- recommendations on optimal location of these facilities.

- Based on feedback from the county manager, present to staff and board of county commissioners, judicial system officials, and citizens of Pender County in a public meeting.

Our approach has successfully delivered numerous conceptual planning studies for each aspect of the judicial system. This success is highly contingent upon the locality's involvement through the process, from the project kickoff meeting through the final presentation.

When needs exceed budgets, we can assist you in prioritizing project goals to identify where financial resources should be focused. We can also develop a strategy for phasing facility construction to make it more affordable.

"Moseley Architects' team has done an outstanding job of understanding our needs and fostering a design process that addressed our concerns. Although this project has been complex, their professionals' expertise and interpersonal skills have helped us navigate critical decisions while maintaining consensus among stakeholders."

— Richard Smith
Moore County Capital Projects Manager
(Moore County's new courthouse and existing courthouse renovation pictured)

Experience

PROBABLE TIMELINE

The following schedule can be refined and tailored to meet the County's specific scheduling requirements.

	MAR				APR				MAY				JUN				JUL			
Contract Award		★																		
Project Kick-off		◆																		
Complete Questionnaires																				
Visual Assessment of Existing Judicial Buildings			◆																	
Interview Stakeholders								◆												
Prepare Program Document																				
Prepare Space Needs																				
Submit/Finalize Space Needs																				
Prepare Conceptual Design Options																				
Prepare Conceptual Budgets																				
Prepare Draft Report																				
On-site Presentation of Final Report																				

- ★ Indicates County approval
- ◆ Indicates in-person meetings (as permitted)

Availability

Our team of professionals and support staff are immediately available to serve Pender County. We have the workforce to meet your expectations and provide the required space needs assessment services that meet your timeline and proposed schedule.



3 Experience



New Hanover Division of Juvenile Justice Court Study and Design
Wilmington, North Carolina

Moseley Architects assisted New Hanover County in developing options for its juvenile court facility in response to the Juvenile Justice Reinvestment Act that went into effect in 2019. We initially performed a needs assessment and feasibility study of the juvenile services building, which provided the county with the most viable options of either renovating and expanding the facility or building a new dedicated juvenile courts facility. Ultimately, the county elected to demolish the building and construct a new dedicated juvenile justice facility on the site.

The three-story facility includes spaces for two juvenile courtrooms, clerk of court, community justice services, juvenile justice, inmate holding, and district attorney, as well as spaces for the North Carolina Department of Public Safety court counselors.

Client
 New Hanover County

Size
 38,785 SF

Completion Date
 2021

Owner Contact
 Kevin Caison
 Facilities Project Manager
 200 Division Drive
 Wilmington, NC 28401
 (910) 798-4338

"It's light, it's inviting and I hope they'll find their experience here, one that will change their life and will transform them as much as this building has transformed our work space."

— Chief District Court Judge J. Corpening

Experience



Cleveland County Justice Complex Study and Design Shelby, North Carolina

Moseley Architects is currently partnering with Cleveland County to design a new justice campus that realizes the county's long-term plan for a consolidated court, law enforcement, and detention facility. Prior to design, Moseley Architects collaborated with the county with several needs assessments of the facilities.

The project will comprise a 151,000-square-foot courthouse; a 38,00-square-foot sheriff's office; a 140,000-square-foot detention center with 460 beds; and parking areas.

The court facility will include spaces for superior court, district court, district attorney, adult probation, juvenile probation, clerk of court, a public lobby, security office, and building support.

Client
Cleveland County

Size
329,000 SF

Completion Date
2026

Owner Contact
Kerri Melton
Assistant County Manager
311 E. Marion Street
Shelby, NC 28151
(704) 484-4816

"It's well planned and well funded. The county will end up with a project the community can be proud of."

— Brian Epley
Former County Manager



Nash County Historic Courthouse Renovation and Addition Nashville, North Carolina

This expansion of the county's historic courthouse provides additional space for the superior court, district court, clerk of court, the district attorney, and sheriff's office administration. The entire courthouse now comprises over 101,100 square feet.

The project includes a 37,700-square-foot expansion with approximately 4,300 square feet of unfinished shell space. A portion of the shell space was designed for a future courtroom. Areas vacated by the move into the expansion were renovated. The clerk of court and sheriff's office will expand into these vacated spaces. The expansion features an underground tunnel connection to the existing jail for efficient transportation of prisoners to the courtrooms.

"I love the way that you have blended the old and the new here."

— Honorable Paul Newby
State Supreme Court Chief Justice

Client
Nash County

Size
37,700 SF Addition
12,315 SF Renovation

Completion Date
2018

Owner Contact
Jonathan Boone, PE
County Engineer and Public
Utilities and Facilities Director
120 W. Washington
Street, Suite 2004
Nashville, NC 27856
(252) 462-2613



**Transylvania Courts Studies
Brevard, North Carolina**

The historic Transylvania County Courthouse, constructed in 1881, is no longer able to provide adequate spaces for judicial functions. Moseley Architects provided three separate courthouse studies that include new construction as well as renovations and additions to the historic courthouse. Juvenile court services have also been included in our studies.

Our 2008 study provided a county court facility space needs assessment and programming study for a new facility to be built adjacent to the public safety facility.

In 2013, we completed a study to expand the existing historic courthouse in downtown Brevard to add courtrooms, secure prisoner transfer and courtroom access, and ancillary spaces for court operations.

In 2014, we updated the original 2008 study to include a new courthouse. The purpose of the study was to determine the most viable location and design to address the critical justice functions for the county going forward regarding cost, security and safety, and future growth needs.

Most recently, in 2023, we have updated our cost estimates for the new facility on the public safety facility site.

Client
Transylvania County

Completion Dates
2008-2023

Owner Contact
Jaime Laughter, County Manager
101 S. Broad Street
Brevard, NC 28712
(828) 884-3194



Lincoln County Courthouse Study and New Courthouse Lincolnton, North Carolina

Moseley Architects was selected to assist Lincoln County in developing options for its court system functions, which were housed in a historic courthouse. The historic facility was no longer able to provide adequate spaces and security, and did not have adequate handicap-accessibility and parking spaces. We performed a needs assessment and feasibility study, which included options for building a new facility, renovating, or adding to the existing historic courthouse. The county elected to construct a new facility.

We were subsequently retained to provide full design and construction contract administration services for the new 104,000-square-foot facility. The four-story building is intended to meet the court's projected needs for the next 20 years. It encompasses seven courtrooms for district and superior courts, a magistrate courtroom, clerk of court offices, district attorney offices, guardian ad litem offices, and inmate court holding. A secure vehicle sallyport for inmate transport and enclosed, secure judge parking are also provided.

Client
Lincoln County

Size
104,000 SF

Completion Date
2022

Owner Contact
John Henry, Purchasing Agent
353 N. Generals Boulevard
Lincolnton, NC 28092
(704) 736-8478

"Lincoln County began working with Dan Mace and his team in 2017 when they were selected to design the new Lincoln County Courthouse. Their quality and knowledge are among the best."

— John Henry
Purchasing Agent



**Moore County Courthouse and Existing Courthouse Renovation
Carthage, North Carolina**

This new courthouse will replace the county's existing court facility, which was constructed in the 1970s. It will include six courtrooms, spaces for the clerk of court, guardian ad litem, and inmate holding. The new building will be located on the same site as the existing courthouse and will be connected with an elevated bridge.

The existing courthouse will be renovated for probation and parole offices, district attorney, jury assembly, grand jury, and other related court functions. A new veneer will be applied to match the new courthouse.

The project also creates an urban plaza that will serve as a central gathering space for courts personnel and be shared with the Town of Carthage. It will be bounded by the historic courthouse, the existing courthouse, new courthouse, and the register of deeds building.

Client
Moore County

Size
124,000 SF New Construction
48,000 SF Renovation

Completion Date
2022

Owner Contact
Richard Smith
Capital Project Manager
One Courthouse Square
Carthage, NC 28327
(910) 947-6363

"Moseley Architects' team has done an outstanding job of understanding our needs and fostering a design process that addressed our concerns. Their professionals' expertise and interpersonal skills have helped us navigate critical decisions while maintaining consensus among stakeholders."
– Richard Smith, Capital Project Manager



Caldwell County Courts Space Needs Assessment
Lenoir, North Carolina

Moseley Architects is currently collaborating with Caldwell County on a needs assessment of its existing courthouse, which was constructed in 1905. Growth in and around the county has increased the caseload and overall use of the historic facility. Our team is reviewing building operations to improve safety and efficiency, while also expanding the facility to accommodate growing needs.

Client
Caldwell County

Completion Date
2023

Owner Contact
Jimmy Harrison
Deputy County Manager
905 West Avenue, NW
Lenoir, NC 28645
(828) 757-1300

Experience



Rockingham County Judicial Center Master Plan and Design Reidsville, North Carolina

Begun as a master plan to address needed space and inefficient conditions at the historic courthouse and justice system spaces, this project addresses the county's jail, law enforcement, and court functions. The facility houses the county's jail, law enforcement, and court functions. The three-story courthouse serves as the site's focal point to which the law enforcement and detention center connect.

The courts portion of the facility is home to one superior court, four district courts, and the register of deeds, clerk of court, district attorney, department of corrections, and the day resource center. Each courtroom has an entry airlock to improve acoustics and minimize distractions from the public corridor. Attorney meeting rooms directly off of these vestibules facilitate private attorney/client interaction.

The facility was the first justice complex in the eastern United States to achieve LEED Gold certification.

Client
Rockingham County

Size
176,457 SF

Completion Date
2011

Owner Contact
Lance Metzler, County Manager
371 NC Highway 65
Reidsville, NC 27320
(336) 342-8101

"Rockingham County used Moseley Architects to design our courthouse, detention, and law enforcement center, a public safety answering point facility, and two EMS facilities. I can tell you that my experience with Moseley was extremely pleasant. They did a great job with us and were always conscious of the budget."

— Lance Metzler
County Manager



Craven County Judicial Center Study and Design
New Bern, North Carolina

Moseley Architects evaluated the county's judicial and detention needs, validated a previously determined population projection, and subsequently provided full planning, design, and site selection services for the new justice complex.

Completed in 2009, the Craven County Judicial Center houses several building functions, including a 300-seat district courtroom and a smaller magistrate's courtroom that can also double as a small superior courtroom.

The project also provides offices for the sheriff's staff, detectives, crime scene investigation, jail administration, and patrol division. The detention center was built to house 300 beds with a core designed for 600 beds.

Client
 Craven County

Size
 109,182 SF

Completion Date
 2009

Owner Contact
 Steve Creel, Facilities Director
 308 New Street
 New Bern, NC 28560
 (252) 636-6613

"We were impressed with the design, efficiency, and rather practical approach to design, and the attention given to trying to keep cost down initially as well as operationally."

— Harold Blizzard
 Former County Manager

Experience



Moss Justice Center Expansion and New Parking Deck York, South Carolina

This expansive multi-phased project encompassed several initiatives, including a judicial and law enforcement facility expansion, a new 300-car parking deck, and renovations that included a new main entrance lobby and security upgrades.

The project features new criminal courtrooms as well as plea, magistrate, and DUI courtrooms. An expanded jury assembly suite and a new, secure staff entry from the parking deck are provided. Offices of the solicitor, public defender, clerk of court, and probation received significant space upgrades including new carpeting, furniture, and light fixtures.

The courts building received a new facade with emphasis on natural light and security.

Law enforcement spaces accommodate administration, investigations, criminal investigation division, patrol, narcotics, and victim advocacy. Public spaces for record identification services and sex offender registry, and a new training classroom and public lobby upgrades are also included.

Client
York County

Size
103,780 SF Exp.; 87,000 SF Ren.

Completion Date
2020

Owner Contact
David Hudspeth
County Manager
6 South Congress Street
York, SC 29745
(803) 684-8511

"The Moss Justice Center's challenging schedule has required intricate coordination with all associated parties. By providing the owner transparency with all construction aspects, the project has progressed successfully and is under budget and on schedule. This allows the county to fully concentrate on the day-to-day needs of its citizens."
— Jay Gaither, Project Manager, Cumming



4 Key Personnel Resumes

Pender County

Moseley Architects

- Dan Mace *Managing Principal*
Todd Davis *Justice Planning and Development*
Bryan Payne *Project Manager*
John Edmund *Security Systems Analyst*
Melissa Almond *Interiors Planner*
Justin Carlson *Mechanical and Plumbing Engineering Analyst*
William Cary *Electrical Engineering Analyst*
Steven Cooke *Structural Engineering Analyst*
Bryna Dunn *Energy Efficiency Analyst*
Steve Nally *Constructability Analyst*

WithersRavenel

- Joe Byrd *Civil Engineer*
Owen Gidlow *Surveyor*

Dan Mace, AIA
Managing Principal
Moseley Architects



Education
Master of Architecture, 1987
Bachelor of Architecture, 1984

Registrations
Architect: NC, KS, SC, TN, VA
LEED Accredited Professional
National Council of Architectural
Registration Board

Affiliations
American Institute of Architects
AIA Committee on
Architecture for Justice
National Sheriff's Association
American Jail Association
NC Sheriff's Association
NC Jail Administrator's Association
NC Association of County
Commissioners
NC City & County
Management Association
NC League of Municipalities

Dan will serve as your primary contact and will collaborate with Pender County to establish the overall scope, program, schedule, and budget for your courthouse space needs study. As the team leader, he reviews all documents prior to submittal, monitors production schedules, manages contracts, prepares planning programs and phasing strategies, and oversees cost estimates as needed. Dan has dedicated his career of nearly four decades to providing innovative planning and design services for government entities. This encompasses the design of over 8,300,000 square feet in architecture for public sector clients.

Relevant Projects

- Pender County Law Enforcement Complex Study and Design
- Burke County Master Facility Plan and Space Needs Assessment
- Cleveland County Justice Center Study and Design
- Craven County Justice Center Master Study and Design
- Davie County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Graham County Justice Center
- Halifax County Court Services Building Renovation
- Hamblen County Justice Center Study and Design
- Hampton County Historic Courthouse Renovation and Addition
- Lee County Court Facilities Study
- Lincoln County Courthouse Study and Design
- Macon County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Marion County Family Court Building Study and Renovation
- Moore County Courthouse and Court Facilities Renovation
- Nash County Historic Courthouse Renovation and Expansion
- New Hanover County Juvenile Courts Study and Design
- Rockingham County Justice Center Master Plan and Design
- Transylvania County Courthouse Studies
- York County Family Court
- York County Moss Justice Center Renovation and Expansion

Todd Davis, CJE, NCCE
Justice Planning and Development
Moseley Architects



Certifications
Certified Jail Executive

Criminal Justice
 Instructor Certificate

Advanced Certificate in Detention
 from the North Carolina
 Sheriff's Education and Training
 Standards Commission

National Institute for Jail
 Operations Certified
 Accreditation Auditor

National Certified
 Correctional Executive

Affiliations
 National Institute of Jail Operations,
 Jail Training Advisory Council

National Sheriff's Association

NC Sheriff's Association

NC Association of County
 Commissioners

NC City & County
 Management Association

Recognition
 NIJO Executive Director's
 Award, 2021

Todd is a specialist in justice facility planning, risk management, and operations. He provides in needs assessment and feasibility studies; staffing and operations planning and budgeting services; activation and transition consulting services; and contracted services reviews. A former major with the Alamance County sheriff's department, he collaborates with our architectural team to shape design options.

Relevant Projects

- Pender County Law Enforcement and Detention Center Study
- Cleveland County Courts Study
- Cleveland County Justice Complex
- Davie County Comprehensive Facilities Study (including courthouse)
- Graham County Justice Center
- Halifax County Court Services Building Renovation
- Hamblen County Justice Center Study and New Justice Center
- Lincoln County Courthouse Study and New Courthouse
- Loudon County Criminal Justice Needs Assessment and Feasibility Study
- Macon County Comprehensive Facilities Study (including detention center)
- Macon County Comprehensive Facilities Study (including courthouse)
- Moore County Courthouse and Court Facilities Renovation
- Nash County Courthouse Expansion
- York County Moss Justice Center Renovation and Expansion
- Bladen County Law Enforcement Center
- Town of Elon Municipal Building and Police Station Study
- Town of Gibsonville Police Department Needs Assessment
- Granville County Law Enforcement Center
- Johnston County Public Safety Complex
- Polk County Law Enforcement Center
- City of Washington Combined Police and Fire Station Study
- Yancey County Public Safety Facility

Bryan Payne, Associate AIA, CDT

Project Manager
Moseley Architects



Education
Associate of Applied Science,
Architectural Technology, 1994

Certification
Construction Documents
Technologist

Affiliations
American Institute of Architects
American Correctional Association

Bryan will coordinate project developments on a day-to-day basis and facilitate effective communication between Moseley Architects, Pender County, and all members of the project team. He will lead your space needs assessment through key schedule milestones, monitoring schedule, quality, and budget in order to fulfill your goals.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Cleveland County Courts Study
- Cleveland County Justice Complex
- Hamblen County Justice Center
- Lincoln County Courthouse
- Macon County Master Facility Plan and Needs Assessment (including courthouse)
- New Hanover County Division of Juvenile Justice Facility
- Cleveland County 911 Center
- Cleveland County Detention Center Expansion Study
- Davidson County Jail Study Update and New Detention Center
- Duplin County Detention Center
- Lincoln County Academy and Medical Arts Renovation
- Lincoln County Detention Center Expansion
- Lincoln County Emergency Services Facility
- Lincoln County Detention Center Expansion
- Marion County Detention Center Expansion
- Nash County Detention Center Expansion Study
- Nash County Detention Center Expansion
- Wake County City-County Bureau of Investigation DNA Lab Renovation
- Wake County Sheriff's Simunitions Center Study
- Wayne County Existing Jail Study and Replacement Jail
- Wayne County Replacement Jail

John Edmund

Security Systems Analyst
Moseley Architects



Training
AMAG Symmetry

GE Cimplicity

Indusoft Web Studio

Rockwell Automation

Affiliation
American Jail Association

John collaborates with owners to assess the needs of the project and makes recommendations on ways to improve the security via electronics hardware or other means as needed. He has overseen the planning, design, and integration of security systems on dozens of judicial facility projects that have included access control, intercom and audio, locking controls, video management systems, intrusion alarms, lighting control, and integrated group control systems.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Augusta County Courts Complex
- Historic Juvenile and Domestic Relations Courts Facility Renovation and Addition, Albemarle County and City of Charlottesville
- Cleveland County Justice Complex
- Davie County Master Facility Plan and Needs Assessment (including courthouse)
- Graham County Justice Center
- Hamblen County Justice Center Study and Design
- King George County Courthouse
- Lincoln County Courthouse Study and New Courthouse
- Macon County Master Facility Plan and Needs Assessment (including courthouse)
- Moore County Courthouse and Court Facilities Renovation
- Nash County Courthouse Renovation and Expansion
- New Hanover County Division of Juvenile Justice Facility
- City of Petersburg Juvenile and Domestic Relations Courthouse Renovation
- Powhatan County Courthouse Sallyport Addition
- City of Richmond Manchester Courts CCTV and Card Reader Upgrades
- Spotsylvania County Judicial Center Renovation and Addition Feasibility Study and Phase I Design
- Washington County Courthouse Expansion
- York County Moss Justice Center Renovation and Expansion

Melissa Almond, NCIDQ
Interiors Planner
Moseley Architects



Education
Bachelor of Science,
Interior Design, 2005

Registrations
National Council for Interior
Design Qualification

LEED Accredited Professional

Affiliation
International Interior
Design Association

Melissa has been with Moseley Architects for more than 15 years, during which time she has been dedicated to local government planning and design. She will collaborate with Pender County and project team to assess the functionality and efficiency of the existing spaces, as well as provide guidance for spatial modifications, furniture layouts, products, and materials and finishes.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Cleveland County Justice Facility
- Craven County Judicial Center
- Hamblen County Justice Center
- Davie County Detention Center
- Hanover County District Courthouse Adaptive Reuse
- Henderson County Court Services Facility Adaptive Re-use
- Lincoln County Courthouse
- Marion County Mary E. Buchan Family Court Center Renovation
- New Hanover County Division of Juvenile Justice Court Facility
- Washington County Courthouse Expansion
- Duplin County Detention Center
- Dorchester County Detention Center
- Granville County Law Enforcement Center
- Guilford County Detention Center Expansion
- Harnett County Law Enforcement Center
- Henderson County Law Enforcement Center
- Johnston County Detention Center
- Johnston County Public Safety Facility
- Mecklenburg County Arrest Processing Center Renovation
- Orange County Detention Center
- Polk County Law Enforcement Center
- Sumter County Law Enforcement Center
- City of Washington Police Station

Justin Carlson, PE

Mechanical and Plumbing Engineering Analyst
Moseley Architects



Education
 Master of Science, Mechanical Engineering, 1999

Bachelor of Science, Mechanical Engineering, 1994

Registrations
 Engineer: NC, FL, GA, SC

LEED Accredited Professional

National Council of Examiners for Engineering and Surveying

Justin has over 25 years of experience in mechanical engineering, including calculating HVAC loads, designing mechanical systems, conducting life cycle cost analyses, and producing construction documents and specifications. He also surveys and assesses existing mechanical systems. Justin is committed to creating facilities that are energy efficient, employing a number of strategies to reach this goal, including eliminating unnecessary first cost and energy waste. Justin will facilitate additional HVAC supply if required by the recommended security electronics systems.

Relevant Projects

- Cleveland County Courthouse Study
- Cleveland County Justice Complex
- Davie County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Granville County Law Enforcement Center
- King George County Courthouse
- Lee County Court Facilities Renovations and Needs Assessment
- Macon County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Moore County Courthouse and Existing Courthouse Renovation
- Nash County Courthouse Renovation and Expansion
- New Hanover County Division of Juvenile Justice Facility
- Polk County Law Enforcement Center
- Washington County Courthouse Expansion
- York County Family Court
- Davidson County Detention Center
- Davie County Detention Center
- Iredell County Detention Center Expansion
- Johnston County Detention Center
- Johnston County Public Safety Facility
- Lincoln County Emergency Services Facility
- Lincoln County Detention Center Expansion

William Cary, PE

Electrical Engineering Analyst
Moseley Architects



Education
Bachelor of Science, Electrical
Engineering Technology, 1983

Associate of Science, Electronics
Technology, 1981

Registrations
Engineer: NC, SC, VA

William's qualifications include site investigation, power systems design, communication systems design, lighting design, emergency power systems, and fire alarm system design. He produces drawings, specifications, and system schematics for complicated design tasks, such as layouts of electrical rooms and power riser diagrams. He executes calculations, using engineering formulas and skills for lighting and power distribution. William also researches design options and documents findings for the project manager.

Relevant Projects

- Pender County Law Enforcement and Detention Center
- Burke County Master Facility Plan and Space Needs Assessment (including courthouse)
- Caldwell County Courts Space Needs Assessment
- Cleveland County Courthouse Study
- Cleveland County Justice Complex
- Davie County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse))
- Hamblen County Justice Center
- Henrico County Magistrate's Office Renovation
- Lincoln County Courthouse Study and New Courthouse
- Macon County Comprehensive Master Facility Plan and Space Needs Assessment (including courthouse)
- Moore County Courthouse and Court Facility Renovation
- Powhatan County Sallyport Addition to Historic Courthouse
- Scott County Courthouse Space Needs Assessment
- Shenandoah District Courts Building
- Smyth County Courthouse Expansion
- Washington County Courthouse Expansion
- City of Winchester-Frederick County Joint Judicial Center Improvements
- York County Family Court
- York County Moss Justice Center Renovation and Addition

Steven Cooke, PE
Structural Engineering Analyst
Moseley Architects



Education
 Bachelor of Science, Civil
 Engineering, 2003

Registrations
 Engineer: SC, GA, NC, WA
 National Council of Examiners
 for Engineering & Surveying
 LEED Accredited Professional

Affiliations
 American Institute of
 Steel Construction
 American Society of Civil Engineers

Steven evaluates existing facilities for expansion and renovation potential from a structural perspective. He will determine the appropriate structural support system for your project and then calculate the gravity and lateral forces that it will need to withstand during their use. He will then analyze these forces and use them to provide the correctly sized beams, columns, foundations, and lateral system to provide for an efficiently sized structural system.

Relevant Projects

- Pender County Social Services, Law Enforcement, Detention, and E-911 Study
- Cleveland County Justice Complex
- Hamblen County Justice Center
- Hanover County Courts Building
- City of Fredericksburg Courts Facility
- Henderson County Court Services Renovation
- Lincoln County Courthouse
- Marion County Mary E. Buchan Family Court Center Renovation
- Moore County Courthouse and Court Facilities Renovation
- New Hanover County Juvenile Courts Facility
- Scott County Courthouse Space Needs Assessment and Facilities Master Plan
- York County Moss Justice Center Renovation and Expansion
- York County Family Court
- Bladen County Law Enforcement Center
- Colleton County Law Enforcement Center
- Davie County Detention Center
- Granville County Law Enforcement Center
- Henderson County Law Enforcement Center
- Johnston County Public Safety Complex
- Mitchell County Law Enforcement Center Renovation
- Polk County Law Enforcement Center
- Sumter County Law Enforcement Center

Bryna Dunn, AICP, LEED Fellow

Energy Efficiency Analyst
Moseley Architects



Education
Master of Environmental
Planning, 1997

Bachelor of Biology and
Environmental Science, 1993

Certification
Executive Education in
Sustainability Leadership,
Harvard University, 2014

Registrations
American Institute of Certified
Planners Certified

Green Classroom Professional

Guiding Principles
Compliance Professional

LEED Fellow

Affiliations
American Institute of Architects,
Associate Member

American Institute of
Certified Planners

American Planning Association

Bryna focuses exclusively on advancing the implementation and effectiveness of environmentally responsible design principles. She works directly with clients to develop project goals, life-cycle economic-payback analyses, and appropriate communications about the high performance accomplishments and pursuit of Leadership in Energy and Environmental Design.

Relevant Projects

- Albemarle County and City of Charlottesville Juvenile and Domestic Relations Court Expansion and Renovation
- City of Colonial Heights New Courthouse Bridging Documents—LEED Silver
- City of Fredericksburg General District and Circuit Court Building
- Hanover County Courts Building
- Isle of Wight County Young-Laine Courts Facility—LEED Silver
- Prince William County Judicial Center Addition
- City of Richmond John Marshall Courts Building Expansion
- Rockingham County Judicial Center—LEED Gold
- Shenandoah County District Courts—LEED Certified
- Spotsylvania County Circuit Court Building
- Charlotte-Mecklenburg Police Department—Independence Division Station—LEED Silver
- Chesterfield County Smith-Wagner Building Renovation and Addition—LEED Certified
- Fairfax County McLean District Governmental Center and Police Station Renovation and Addition—LEED Gold
- Rockingham Youth Development Center, North Carolina Department of Public Safety
- Raleigh Law Enforcement Training Center—LEED Silver
- Transylvania County Jail and Public Safety Facility—LEED Silver
- Camp Lejeune MCIEAST Regional Brig, United States Navy—LEED Gold
- Camp Lejeune French Creek Mess Hall, United States Navy—LEED Platinum

Steve Nally

Constructability Analyst
Moseley Architects



Registrations
 Green Classroom Professional
 LEED Accredited Professional

Affiliation
 American Institute of Architects,
 associate member

Steve will lead the constructability analysis and any subsequent construction contract administration efforts for our team. His 35 years of experience in the construction industry will provide our team with a reliable cost benefit analysis of your site and building conditions.

Relevant Projects

- Cleveland County Justice Facility
- Craven County Judicial Center
- Hamblen County Justice Center
- Lee County Historic Courthouse and Fireplace Building Renovations
- Lincoln County Courthouse
- Moore County Courthouse and Court Facilities Renovation
- Nash County Courthouse Renovation and Addition
- New Hanover County Division of Juvenile Justice Court Facility
- Rockingham County Judicial Center
- Washington County Courthouse Expansion
- York County Family Court
- York County Moss Justice Center Renovation and Expansion
- Bladen County Law Enforcement Center
- Charlotte-Mecklenburg Police Department - Independence Station
- Colleton County Law Enforcement Center
- Davie County Detention Center
- Edgefield County Law Enforcement Center
- Granville County Law Enforcement Center
- Iredell County Detention Center Expansion
- Johnston County Detention Center
- Johnston County Public Safety Facility
- Lincoln County Emergency Services Center
- Nash County Detention Center Renovation and Addition
- Polk County Law Enforcement Center
- City of Raleigh Law Enforcement Training Center



CONSULTANTS

WithersRavenel—Civil Engineer and Land Surveyor

219 Station Road, Suite 101, Wilmington, NC 28405

Founded in 1983, WithersRavenel serves an array of clients through innovative and cost-effective engineering solutions. The firm specializes in site planning and design, cost-benefit analyses, value engineering, and construction contract administration services. In addition, the firm has the expertise to provide water, wastewater, and stormwater infrastructure design; stormwater management plans; grading plans; sedimentation and erosion control plans; transportation planning and design; surveying; and a full suite of environmental due diligence services that meet local and state regulations.

WithersRavenel has served Pender County since 2005 on upgrades to your GIS and 911 services, including annual maintenance, and is currently partnering with Moseley Architects on your new law enforcement and detention Center.

The firm has also recently collaborated with Moseley Architects on the Caldwell County Courthouse space needs assessment, Cleveland County Justice Complex, Graham County Justice Center, Moore County Courthouse and existing courthouse renovation, and New Hanover County Division of Juvenile Justice facility, as well as local government

ABOVE Moseley Architects and WithersRavenel are currently collaborating on the Pender County Law Enforcement and Detention Center.

projects in Duplin, Macon, Mitchell, Surry, and Yancey counties, and the City of Washington.

Surveying Capabilities

Each engineering design project is built upon a foundation of geomatics, including land surveying, geographic information systems (GIS), remote sensing, and subsurface utility engineering. WithersRavenel provides efficient, accurate, and reliable geomatics services. Automated digital data collection in the field, combined with fully integrated workstations in the office, provides both speed and accuracy in each project the firm delivers.

Joe Boyd, PE
Civil Engineer
WithersRavenel



Education
 Bachelor of Science, Civil
 Engineering, 2005

Registration
 Engineer: NC, SC

Affiliations
 Town of Belville Planning Board,
 Vice Chairman, 2009–Present

Wilmington Urban Area
 Metropolitan Planning Organization
 Bicycle and Pedestrian
 Committee, 2014–Present

Joe is a civil engineer with experience in site design, municipal water distribution and treatment systems, wastewater collection and treatment systems, stormwater treatment devices, and construction management. His expertise includes the design of water mains, water booster pumping stations, and elevated water tanks. He also has experience in the design of sewer mains, submersible and above-grade sewage pump stations, and the creation and calibration of large models of water distribution systems and sewage collection systems, including alternative wastewater designs.

Relevant Projects

- Pender County Law Enforcement and Detention Center*
- New Hanover County Juvenile Courts*
- New Hanover County Emergency Logistics Center and Backup Emergency Operations Center*
- City of Washington Police Station*
- Pender County Correctional Institute Gatehouse, North Carolina Department of Public Safety
- Southwater Village Development, Pender County
- Town of Carolina Beach State Park Wastewater Evaluation
- City of Cleveland Amity Hill Pump Station Replacement
- City of Clinton Water and Wastewater Study
- Town of La Grange Well Design, Funding, and Construction
- Town of Maple Hill Wastewater Collection and Treatment System
- Morehead City Wood Chip Facility, North Carolina State Ports Authority
- City of Wilmington The Cape Wastewater Treatment Plant Improvements, Wilmington
- City of Wilmington North Carolina Ports
- Beau Coast Phases I and II, Beaufort
- Belville Commons, Belville
- Two Eleven Midway, Brunswick County

*Partnered with Moseley Architects

Owen Gidlow, PLS

Surveyor
WithersRavenel



Education
Associate of Arts, 1981

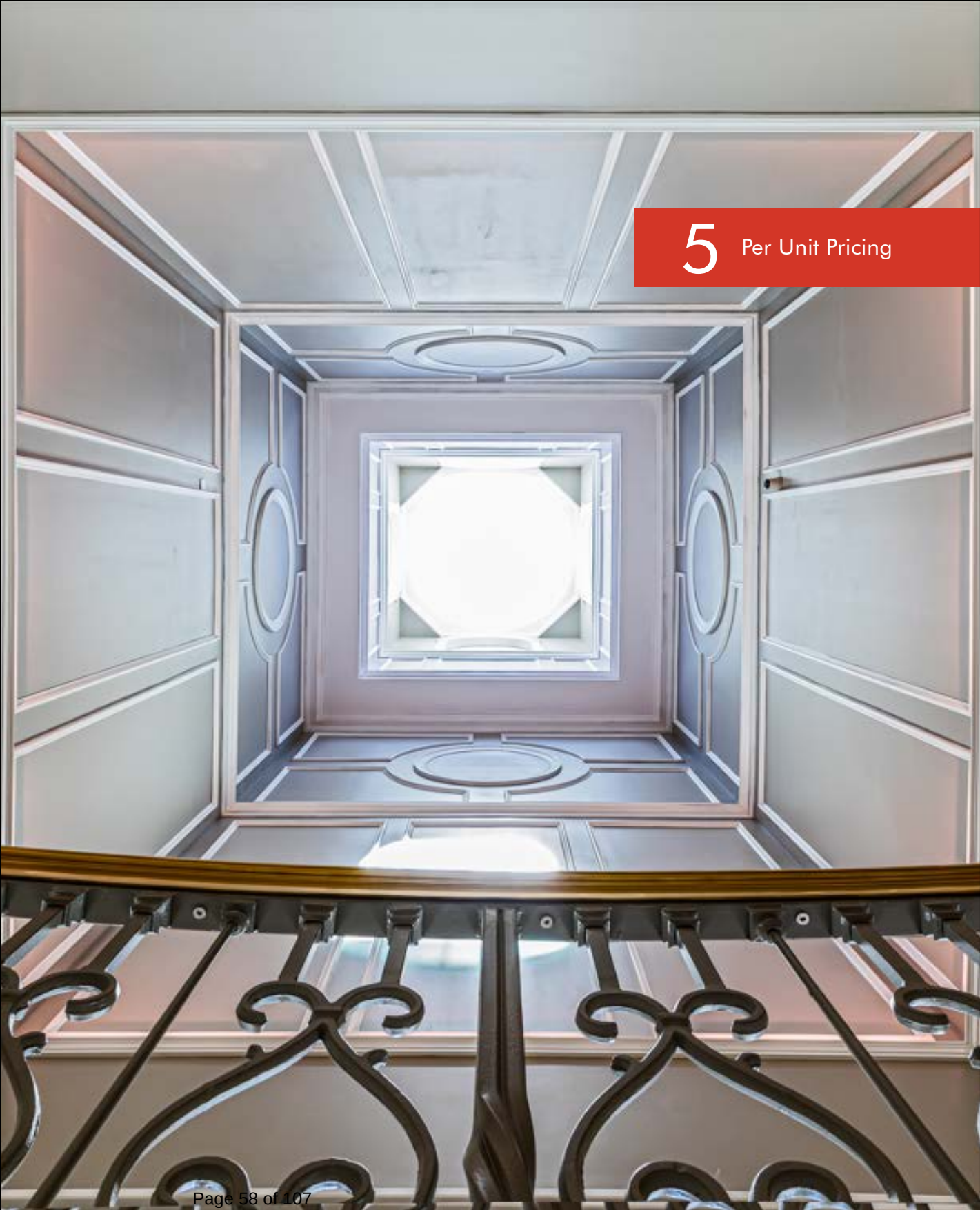
Registration
Professional Land Surveyor: NC

Owen has directed and performed each aspect of field survey tasks using conventional, robotic, laser, and GPS survey equipment. He has used post-processing and associated mapping software, including NCDOT-required MicroStation and GEOPAK, McDonnell Douglas Vax Station, AutoCadd Softdesk, Carlson, Hewlett Packard, Board Drafting and “Long Hand” processing and mapping of survey data. He is certified in OSHA 40 Hour Hazwoper and Eight-hour refresher classes.

Relevant Projects

- Pender County Law Enforcement and Detention Center*
- Pender County Correctional Institute Gatehouse Americans with Disabilities Act, North Carolina Department of Public Safety
- Town of Burgaw Courthouse Avenue Improvements
- Cape Fear Public Utility Authority On-Call Water Distribution and Sewer Collection Professional Services
- Craven County Survey Services
- Craven County Industrial Park Water and Sewer Expansion
- Castle Hayne Water and Sewer Expansion, Wilmington
- Boundary and Wetlands, Belville
- Certified Surveys and Elevation Certificates for Individual Clients, Brunswick County Beaches
- Town of Leland Jackeys Creek Survey Services

*Partnered with Moseley Architects



5 Per Unit Pricing



Moseley Architects' Billing Rates
January 1–December 31, 2023

Architecture

Principal	\$249
Senior Project Manager	\$228
Project Manager	\$179
Architect	\$171
Project Designer	\$113

Mechanical, Electrical, and Plumbing Engineering

Engineering Director	\$249
Senior Engineer	\$200
Engineer/Designer	\$163
Intern Technician	\$113

Structural Engineering

Engineering Director	\$249
Senior Engineer	\$179
Engineer/Designer	\$149
Intern Technician	\$113

Sustainability Planning

Sustainability Planning Director	\$200
Energy Analyst	\$167

ABOVE Moseley Architects is currently partnering with Pender County on your new law enforcement and detention center, which began as a study in 2011. During this time, we have formed strong relationships with your staff and decision makers, and we understand your methodologies and working processes.

Per Unit Pricing



Sustainability Coordinator \$ 149

Security Systems Planning

Security Design Specialist \$ 215

Interior Design

Interior Designer Director \$ 200

Senior Interior Designer \$ 134

Project Interior Designer \$ 113

Construction Contract Administration

Construction Contract Administrator \$ 171

Justice

Justice Planner \$ 249

Specification Writing

Specification Writer \$ 171

Administration and Marketing

Administration \$ 79

"The professionals at Moseley Architects do an outstanding job of understanding our needs and fostering a design process in which we felt our concerns were addressed. Their expertise and interpersonal skills enable them to be strong leaders who effectively facilitate the complex design and construction administration process."

– Dr. John Crumpton
Former Lee County Manager
(Lee County's historic register of deeds office renovation pictured)

6 References



Page 61 of 107

Cleveland County Courthouse



CLIENT REFERENCES

Our clients consistently report that we deliver services that exceed their expectations. We encourage the Pender County to contact the following individuals to inquire how they would rate our experience, technical capabilities, and qualifications. We value the relationships with our clients who, like you, have the responsibility of providing excellent services to their communities.

New Hanover County Division of Juvenile Justice Court Facility Study and Design

Hon. J.H. Corpening II, Chief District Judge
5th Judicial District, New Hanover and Pender Counties

(910) 772-6612

Kevin Caison, Facilities Project Manager

200 Division Drive

Wilmington, NC (910) 798-4338

(910) 798-4338 | Kcaison@nhcgov.com

Lincoln County Courthouse Study and Design

John Henry, Purchasing Agent

353 N. Generals Boulevard

Lincolnton, NC 28092

(704) 736-8478 | Jhenry@lincolncounty.org

ABOVE Prior to our design of the new Cleveland County Justice Complex, Moseley Architects completed numerous studies of its judicial facility needs.

Cleveland County Justice Complex Study and Design

Kinsley Craig, Superior Court Trial Court Coordinator

100 Justice Place

Shelby, NC 28150

(704) 476-7816

Kerri Melton, Assistant County Manager

311 E. Marion Street

Shelby, NC 28151

(704) 484-4816

Kerri.melton@clevelandcountync.gov

Moore County Courthouse and Existing Courthouse Renovation

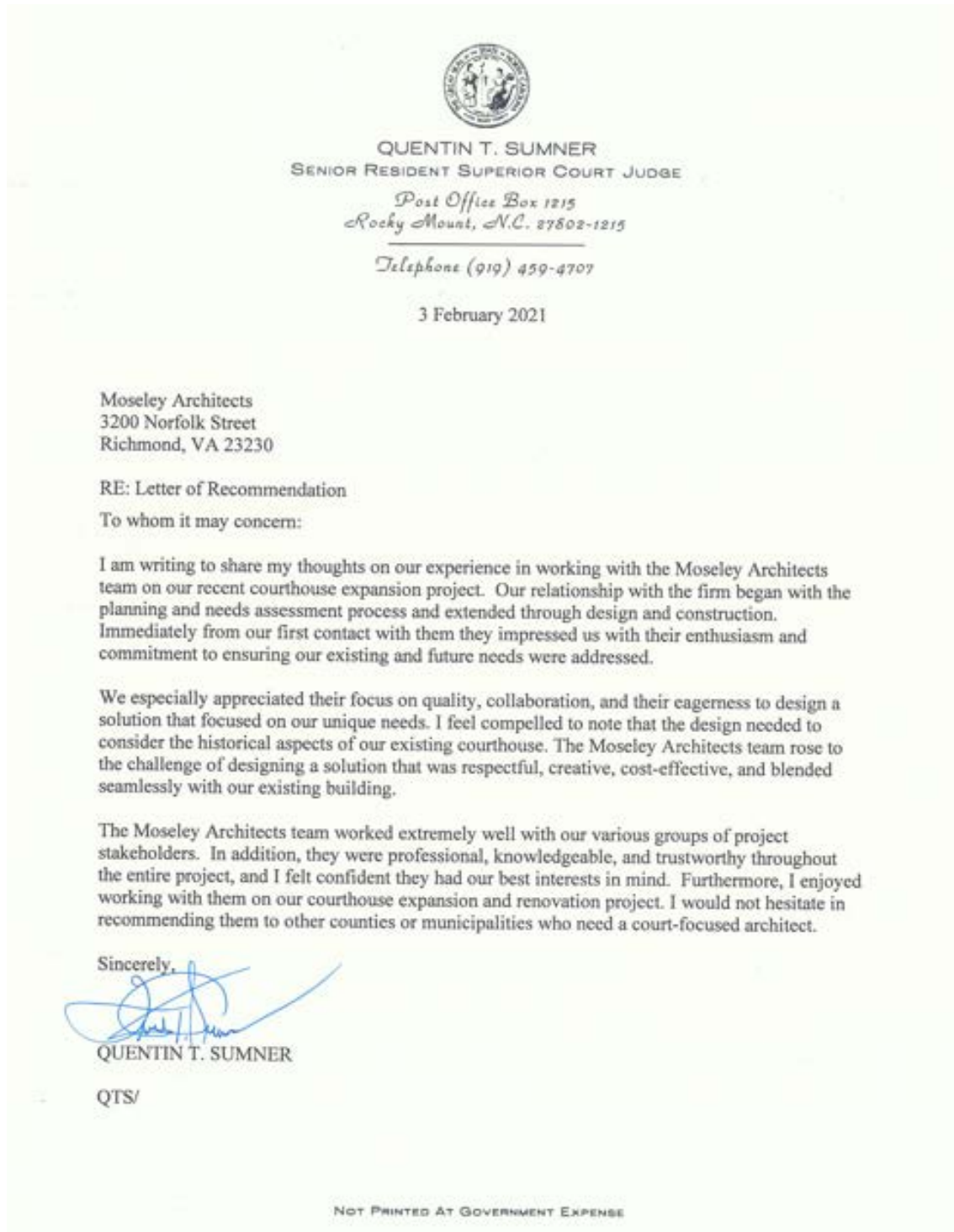
Richard Smith, Capital Project Manager

One Courthouse Square

Carthage, NC 28327

(910) 947-6363 | Rsmith@moorecountync.gov

References





NEW HANOVER COUNTY PROPERTY MANAGEMENT

200 Division Drive, Wilmington, NC 28401
P: (910) 798-4330 | F: (910) 798-7830 | NHCgov.com

Sara Warmuth, Director

January 20, 2022

To Whom It May Concern,

New Hanover County has an outstanding relationship with Moseley Architects. We have worked with the firm since 2017 on projects that include a study of our juvenile justice court facility, design of the juvenile court facility, and design of our new emergency logistics center. New Hanover County has found the firm to be committed to customer service, offers a wide range of in-house design professionals, and has the ability to manage the design process to meet our expectations.

The professionals at Moseley Architects do an outstanding job of understanding their client's needs and maximizing the collaborative spirit through the design workshop process. Their expertise and interpersonal skills enable them to be strong leaders who effectively facilitate the complex design and construction contract administration process. Moseley Architect's process brings together diverse views and organizes them into a cohesive vision for the community and future needs.

Looking beyond scope, schedule, and budget, Moseley Architects is a firm you can count on for professionalism, honesty, and integrity. They are trusted partners and advisors in the development of our government facilities. In my opinion, Moseley Architects has provided New Hanover County with an unmatched level of experience and professionalism in design and construction contract administration. I would be proud to recommend the firm to any local government.

Sincerely,

Kevin Caison, NHC Facilities Project Manager

References

J. Wayne Vest
County Manager

Janet Parris
Assistant County Manager



County of Moore
Administration

Tami Golden
Internal Auditor

Mary Phillips
Administrative Assistant

February 1, 2022

RE: Letter of Reference for Mosley Architects

Richard Smith – Capital Projects Manager County of Moore NC

To whom it may concern:

In 2017, we made the first steps in realizing a monumental goal that had been discussed for at least a decade — a new courthouse and a renovation of our existing courthouse. The success of a project of this size, scope, and significance hinges on finding the right partner for the job. We selected Moseley Architects for their extensive experience designing judicial facilities in the Southeast, their wide range of in-house design services, and their ability to manage the design process to meet our expectations.

We are extremely happy with Moseley Architects' customer service and the quality of their work. The uptown site's small size presented a considerable challenge, but they designed a modern courthouse and urban plaza that made the most of the limited land. Connecting to the existing operating courthouse creates significant phasing and coordination issues, and Moseley has successfully addressed these – all while staying within our allocated budgetary funding.

Moseley Architects' team has done an outstanding job of understanding our needs and fostering a design process that addressed our concerns. Although this project has been complex, their professionals' expertise and interpersonal skills have helped us navigate critical decisions while maintaining consensus among stakeholders.

Over the last five years, Moseley Architects has proven to be a partner we can count on for professionalism, honesty, and integrity. I would be proud to recommend them to other public sector clients.

Kind Regards:

Richard Smith – CPM
County of Moore NC

P. O. Box 905, Carthage, NC 28327 - Telephone: (910) 947-6363 –Fax: (910) 947-1874



LINCOLN COUNTY FACILITIES MANAGEMENT
JOHN HENRY, FACILITIES MANAGEMENT DIRECTOR

January 6, 2022

Letter of Recommendation – Moseley Architects, 6210 Ardrey Kell Rd., Suite 425 Charlotte, NC 28277

To Whom It May Concern:

Lincoln County began working with Dan Mace and his team at Moseley Architects in 2017 when they were selected to design the new Lincoln County Courthouse. Due the partnership that was developed during the courthouse design and Moseley's qualification, they were selected to design Lincoln County's Emergency Services Center and as Design-Build partner with Barnhill Contracting Company for the Academy/Med Arts Renovation project. They have shown the utmost integrity and professionalism on all County projects. Their quality and knowledge are among the best.

Lincoln County will continue to contract with Dan Mace and his team at Moseley Architects on future projects.

If further information is required, please contact me.

Regards,

John Henry



o. 704-736-8478



jhenry@lincolncounty.org



P.O. Box 738 | LINCOLNTON NC 28093
353 N. GENERALS BLVD | LINCOLNTON NC 28092

References



31 January 2022

Moseley Architects
911 North West Street, Suite 205
Raleigh, N.C. 27603

RE: Letter of Recommendation

To whom it may concern:

Lee County has partnered with Moseley Architects on the recent Historic Courthouse and Fireplace Building Renovations. We selected Moseley Architects due to their extensive experience designing public facilities and in particular complex renovation projects, committed customer service, wide range of in-house design professionals, and ability to manage the design process to meet our expectations.

We were extremely happy with the service and design the Moseley Architects team provided. The professionals at Moseley Architects do an outstanding job of understanding our needs and fostering a design process in which we felt our concerns were addressed. Their expertise and interpersonal skills enable them to be strong leaders who effectively facilitate the complex design and construction administration process. Overall, our team and community are pleased with the process and the project outcome.

Moseley Architects is a firm you can count on for professionalism, honesty, and integrity. I am pleased to recommend Moseley Architects for your next project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. John Crumpton", is written over a light blue horizontal line.

Dr. John Crumpton
County Manager



945 Sunset Valley Drive
Sykesville, Maryland, USA
www.fentress.com

PENDER COUNTY, NC SPACE NEEDS ASSESSMENT





Pender County, NC Finance Department
Attn: Trisha Newton
Purchasing Manager
P.O. Box 1578
Burgaw, NC 28425

March 2, 2023

Dear Ms. Newton,

On behalf of Fentress Incorporated, I am pleased to present this proposal for the Pender County Space Needs Assessment.

As a courthouse planning firm, we have evaluated and assessed over 1,000 federal, state, and local court facilities across the United States. Our courthouse needs assessment services have resulted in a best practices award for innovation in real property management from the U.S. General Services Administration as well as a merit award from the American Planning Association.

We would like to assist the county by applying our court planning knowledge and proven best practices to assessing the Pender County court facilities, related offices, and associated storage needs. Our mission is to work with you to develop a realistic plan for the court facilities that meets the county's 20-year needs and is both functional and secure. We have a demonstrated ability to provide high-profile needs assessment services for courts on time and within budget.

We appreciate the opportunity to offer our services for this important effort. Thank you for considering our proposal.

Regards,

A handwritten signature in black ink, appearing to read "Keith Fentress", with a stylized flourish at the end.

Keith Fentress
President

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1. FIRM INFORMATION

Since its inception in 1988, Fentress Incorporated has been an innovative real property consulting firm specializing in courthouse needs assessments and planning. Headquartered in Sykesville, Maryland, we are a small business comprised of 11 individuals with skills in the areas of project management, on-site meeting facilitation, architecture, analytics, strategic planning, and statistics - all skills that are critical to a successful courthouse planning effort. We have operated under the same business name and organizational structure for the past 35 years.

Fentress has helped its clients develop award-winning facility planning and programming practices. Fentress assisted the Administrative Office of the U.S. Courts in developing a long-range facility planning program, which won a best practices award for innovation in real property management from the U.S. General Services Administration (GSA). According to the GSA, the program “communicates the courts’ needs for space and facilities to GSA in a way that results in the best value to the taxpayer.” More recently, in 2017, the program also won a merit award from the American Planning Association.

As courthouse planning consultants, Fentress provides county administrators, courthouse occupants, and architectural firms with a clear understanding of specific courthouse space requirements. Our knowledge of courthouse design standards, adjacencies, technology, and security enables our clients to effectively plan for space that enhances their operations. Our services help our clients accurately identify and justify space needs for both new facilities and renovation projects.

Fentress is proposing a set of needs assessment services for Pender County that is designed to engage all stakeholders from the beginning of the analysis through the project’s completion. Through the blend of input provided by members of the Pender County Court System and other stakeholders, and a thorough study of the trends and data unique to the court, the Fentress team will deliver a comprehensive needs analysis. This analysis will provide the county with critical information to address existing deficiencies, expand or improve upon current operational efficiencies, make recommendations for whether the court system should renovate existing facilities or build new facilities, and plan effectively for growth.

We maintain a library of over 500 performance metrics for courthouses, which enables us to objectively assess the functionality of an existing courthouse and quantify the improvement that could be gained by pursuing facility projects. Utilizing our innovative Courthouse Operations Realtime Evaluation (CORE) tool, we measure court functionality, security, building condition, space standards, and technology. This helps our clients objectively understand their courthouse deficiencies and determine the most cost-effective strategies for improving existing space. Our courthouse planning efforts have resulted in our clients being able to justify a collective need for over \$4.1 billion in court project funding.

Courts throughout the nation face many challenges related to a shifting population base, increases in caseload, complexities in workload, and changing logistical space needs resulting from an increase in hybrid work that could have an impact on courthouse operations. While many of these issues are prevalent in courts throughout the nation, each project is unique in the challenges it faces. The community's rich history, location, culture, and the court's operational practices must be taken into consideration when assessing the current facilities and developing plans for the future.

1.1 Contact Information and Applicable Licenses

Keith Fentress, President of Fentress Incorporated, is the contact person for this project. His contact information follows:

945 Sunset Valley Drive
Sykesville, MD 21784
Phone: 888-329-0040
Email: Keith.Fentress@fentress.com

Matt Hemphill, the project manager on this project, is a Registered Architect and a current member of the American Institute of Architects.



2. PROJECT APPROACH

The services provided below reflect our recommended approach to the work effort, subject to input from Pender County management officials. The work performed would evaluate court space in the Pender County Courthouse, Frances Dawson Basden Judicial Annex, Biberstein House, records storage space, and the newly purchased offices on South McNeil St. The evaluation will include their ability to meet both current and 20-year projected needs for the following stakeholders (as described in the Request for Qualifications), and any ancillary spaces:

- Judicial Chambers
- District Court
- Superior Court (monthly)
- Clerk of Court
- Public Defender's Office
- District Attorney's Office
- Administrative Offices
- Records Storage

These services are based upon our proven approach and extensive experience helping courts develop comprehensive facility space needs assessments and plan for future growth. Our unique blend of qualitative and quantitative analysis, our understanding of the interagency and public interaction required in courthouse facilities, and our architectural insight gleaned from our work on similar projects for over 30 years makes us a valuable partner for this project. Our methodologies are easily adapted to best suit the needs and culture of Pender County.

2.1 Project Start Up and Planning

Step 1: Project Kick-Off (Videoconference)

One of the guiding principles of this effort will be the involvement of key stakeholders throughout the entire process. It is critical that these stakeholders be identified up front and provide input via group interviews, individual interview sessions, and other meetings. The following activities will be conducted prior to and during the project kick-off phase:

- a. **Meeting with Key County and Court Leadership** – Hold an initial on-site meeting with key county and court leadership representatives to verify the project stakeholders, identify a core group that will move forward during the project as the primary team members responsible for planning decisions (Courthouse Planning Team), discuss the goals for the project, and identify specific objectives for successful project completion. The meeting will also include discussions of potential challenges to completing the needs assessment, communication plans, and the proposed project schedule, including assumptions and constraints.
- b. **Kickoff Meeting** - This meeting will begin with an overview of the project goals, proposed schedule, communications plan, and potential risks identified during the kick-off meeting with key county and court leadership. This meeting will also provide an opportunity for key stakeholders to identify the most critical issues affecting their existing operations and projected workload, ask questions, and clarify expectations regarding roles, responsibilities, and project scope.

Following the discussion of the overall project goals, the Fentress team will discuss the data needs required from the key stakeholders. For example, our typical data request includes:

- i. Current and historical workload data
- ii. Current and historical personnel counts
- iii. Organization charts for each court and related component
- iv. Information on operational practices, including security
- v. Floor plans and assignment drawings
- vi. Documentation of ongoing space projects

2.2 Evaluate Existing Trends and Produce Preliminary Forecasts

STEP 2: Data Analysis

Fentress will use the data gathered from the stakeholders, along with original research, to analyze the trends impacting the Pender County Court System. The goal is to work with the Pender County Courts to identify the most critical data points that will affect their projected workload. For example, demographics (including population variables), economics, law enforcement initiatives, personnel, and existing space could all influence the trajectory of the court's workload. The data analysis will be shared with the Courthouse Planning Team during the on-site planning session discussed in Step 3. PowerPoint materials will be prepared in advance of the on-site planning session and utilized to facilitate discussions with each stakeholder group as required. All trends will be forecasted for 20 years and presented in five-year increments. Depending on the information provided by Pender County and the stakeholders, the data analysis could include the following information:

- a. **Demographic and Economic Analysis** – Data on the demographic and economic patterns impacting the county. Such trends include the population growth rate by age, ethnicity, and other population cohorts. The economic analysis will include the major industry types in the county and employment by industry. The demographic and economic trends will be forecasted to predict changes in the county that may impact demand on the courts. Figures 1 through 3 show some examples of how demographic and economic data are typically displayed using our analysis tools.

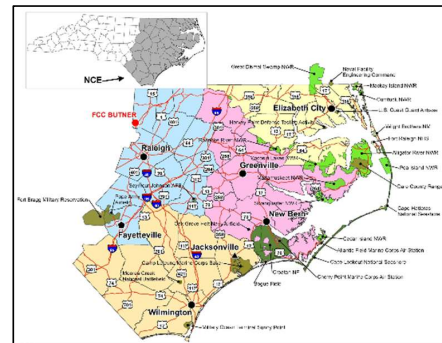


Figure 1. Geographic map of the planning area

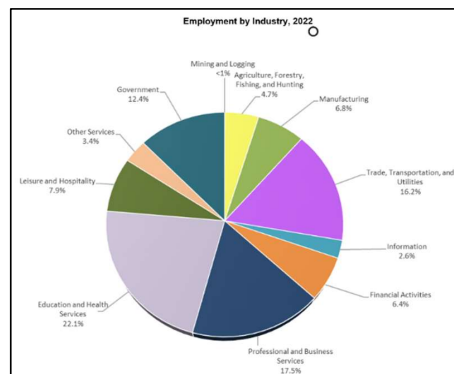


Figure 2. Economic trends for the planning area

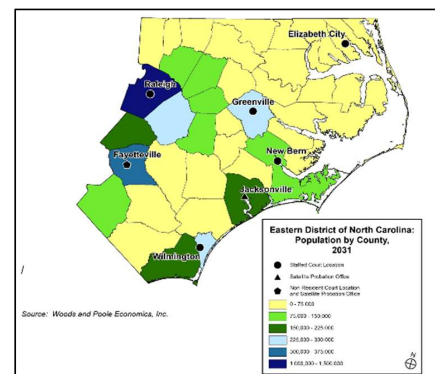


Figure 3. Projected population growth map

b. **Workload Forecasts** – Workload data obtained via the kick-off meeting and through independent research will be analyzed and used in combination with population and economic trends to forecast each workload series. Fentress will select the statistical techniques based on the overall trend and quantity of available data. Each data series will be forecasted using several different statistical methods. The results will then be peer-reviewed by Fentress court analysts to select the forecast that appears to be the most reasonable for each workload type. **Fentress prepares over 10,000 workload and personnel forecasts annually for courts.** Figures 4 and 5 show sample workload forecasts and trends generated from our forecasting database and models.

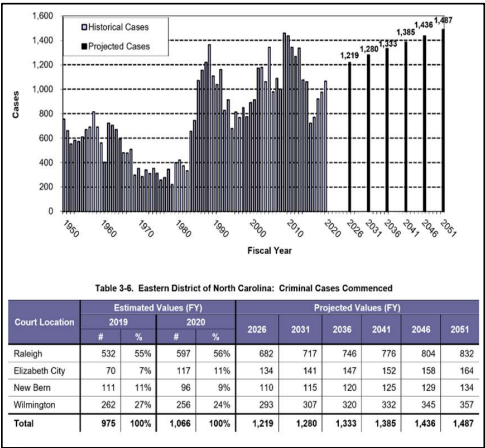


Figure 4. Sample workload trends

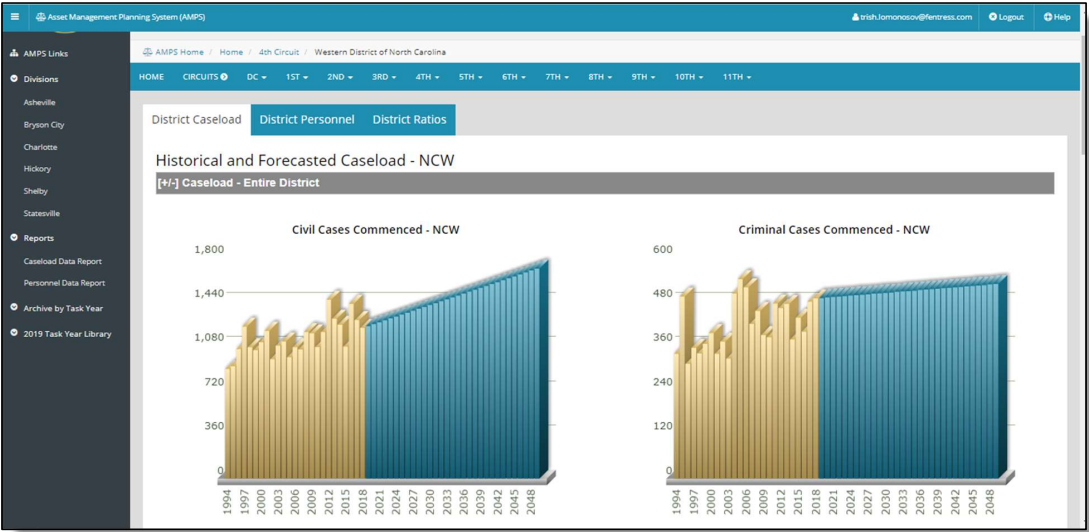


Figure 5. Sample workload trends generated from Fentress' forecasting models

- c. **Judge and Personnel Forecasts** – Judge and personnel data will be analyzed for trends and will be used in conjunction with the workload forecasts to develop projections for judges and personnel for each court and related component. The forecasting techniques will depend upon available historical data but will include ratio analysis and time-series analysis. Figure 6 shows an example of a personnel forecast we completed for a needs assessment project similar to Pender County.

	Existing 2021	2025	2030	2035	% Growth 2021-2035
JUDGES AND RELATED STAFF					
Assignment Judge	1	1	1	1	-
Judgeship – Law Division	5	5	5	5	-
Judgeship – Chancery Division	2	2	2	2	-
Judgeship – Special Civil Division	1	1	1	1	-
SUBTOTAL	9	9	9	9	-
Secretary	9	9	9	9	-
Law Clerk	9	9	9	9	-
SUBTOTAL	18	18	18	18	-
LAW AND CHANCERY					
Supervisor	2	2	2	2	-
Case Processing	21	21	21	21	-
Support Staff Supervisor	1	1	1	1	-
SUBTOTAL	24	24	24	24	-
SPECIAL CIVIL					
Division Manager	1	1	1	1	-
Assistant Division Manager	1	1	1	1	-
Supervisor	3	3	3	3	-
Case Processing	21	21	21	21	-
SUBTOTAL	26	26	26	26	-
TOTAL STAFF	77	77	77	77	-

Figure 6. Sample personnel forecast

- d. **Current Space Quantities** – If provided with the floor plans and housing data, a listing of space occupied by each court and related component in the current facility will be developed and used as a baseline for comparison to the space needs requirements. Figure 7 is an example of an existing space summary for another county court project where we were able to provide them with their existing utilization rate per employee based upon their current space. This was later used as a data point to evaluate the space savings gained by the improvement strategies.

SUMMARY OF EXISTING SPACE		
Component	GSF	UTILIZATION RATE (USF/pp)
1 Courtrooms	17,917	N/A
2 Judges	4,298	479
3 Clerk of Court	7,641	209
4 Prosecuting Attorney	6,721	245
5 Drug Court	718	461
6 Information Technology	1,640	295
7 Sheriff - Courthouse Only	0	97
COURT COMPONENTS SUBTOTAL	38,935	251
8 Assessor	2,548	140
9 Auditor	860	287
10 Collector	2,138	165
11 County Clerk	3,418	356
12 County Clerk - HR		
13 County Commission	2,100	320
14 Recorder of Deeds	2,460	393
15 Treasurer	705	228
16 Shared Services	0	N/A
COUNTY ADMINISTRATION SUBTOTAL	14,229	308
COURT AND COUNTY COMBINED SUBTOTAL	53,164	422

Figure 7. Sample existing space summary

STEP 3: Planning Session (On-Site #1)

The on-site planning session is broken into two segments: a) a facilitated planning session with the entire Courthouse Planning Team, and b) individual meetings with each component planned to be housed in the court facilities.

- a. **Courthouse Planning Team Meeting** - Following the discussion of overall project goals, the Fentress team will facilitate a session on the trends found during our data analysis. We have found great benefit in assembling the full Courthouse Planning Team to perform an initial review of trends. The workload and plans of one court component often impact other components, and a rich dialogue occurs through a facilitated session that includes reactions to the analyses and forecasts. During the session, the Fentress project manager will ask a series of questions to glean planning assumptions based on the experience and knowledge of the Courthouse Planning Team members. This session typically focuses on trends likely to impact operations in the future. Such trends may include external influences (such as legislative changes, enforcement strategies, political leadership, industry regulations, economic variables, demographics, and technology shifts), and internal influences (such as time to trial benchmarks, case management, use of Evidence-Based Decision Making, and space-sharing initiatives).
- b. **Individual Component Meetings** - Building upon the full Courthouse Planning Team meeting, individual meetings will be held with each component for a deeper dive into the trends that impact their specific operations. The sessions will also include a review of the organizational chart for each component, unique operational practices, current space deficiencies, storage needs, and ongoing or planned space projects.

STEP 4: Existing Court Facilities Assessment (On-Site #1)

Concurrent with the on-site planning session, the Fentress architect will conduct a general assessment of the existing facilities and each component's space to determine the current condition of the facilities, including the identification of physical and operational issues that do not meet modern standards. Assuming much of the fragmentation of court operations stems from the functional inefficiencies found in the Pender County Courthouse, we will use our unique Courthouse Operations Realtime Evaluation (CORE) tool to evaluate the courthouse. Fentress maintains a library of over 500 courthouse performance factors and accompanying metrics, a subset of which will be used during the CORE assessment. These CORE factors will be used to objectively identify deficiencies on the criteria of space standards (compliance with best practices and/or design guidelines), functionality (how well the building supports operations), security, building condition, and the use of space-saving technologies. Approximately 200 to 300 factors will be used and tailored as needed to specifically assess the components housed within the courthouse. The CORE tool can also be adjusted as necessary to include any applicable North Carolina facility standards. The facilities will be scored on a scale of 0 to 100, with a score of 100 representing an ideal courthouse with respect to the evaluation criteria. Throughout the tour, the Fentress team will take photographs, annotate available floor plans, and record information relevant to the performance metrics. The baseline data generated by the CORE tool has proven to be beneficial in the decision-making process and in the prioritization of projects moving forward.

Figures 8 and 9 show an example list of factors to be assessed, along with examples of a good office space layout, a dangerous security situation, and an inadequate courtroom layout, respectively.

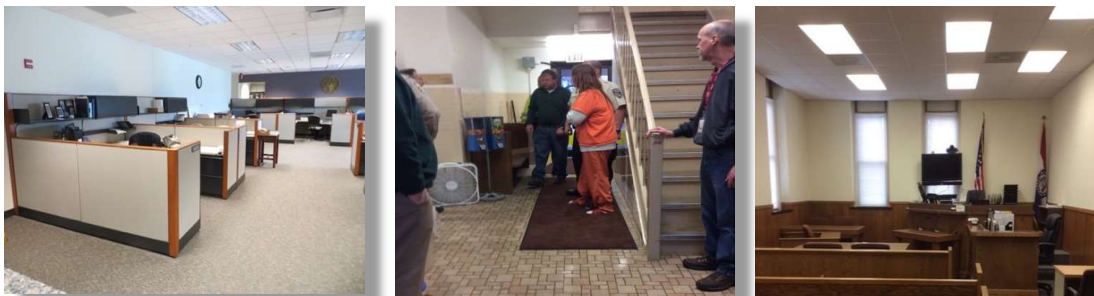


Figure 8. Sample space assessment areas

PENDER COUNTY, NC
COURT FACILITIES SPACE NEEDS ASSESSMENT

March 2, 2023

Space Functionality	Trial Courtrooms (Jury)	The required number of trial courtrooms is present to accommodate the court.	Yes					No	N/A	N/A
Space Functionality	Trial Courtrooms (Jury)	Trial courtrooms are appropriately located relative to judges' chambers.	All courtrooms are appropriately located	Almost all (75% or more) courtrooms are appropriately located	Most (50%-74%) courtrooms are appropriately located	Some (25%-49%) courtrooms are appropriately located	Few (less than 25%) courtrooms are appropriately located	No courtrooms are appropriately located	N/A	C
Space Functionality	Trial Courtrooms (Jury)	Trial courtrooms are appropriately located relative to public access.	All courtrooms are appropriately located	Almost all (75% or more) courtrooms are appropriately located	Most (50%-74%) courtrooms are appropriately located	Some (25%-49%) courtrooms are appropriately located	Few (less than 25%) courtrooms are appropriately located	No courtrooms are appropriately located	N/A	A
Space Functionality	Resident Judges Chambers	The required number of resident judges' chambers are provided in the court facility to accommodate each resident judge	Each judge has a dedicated chambers	Almost all (75% or more) judges have a dedicated chambers	Most (50%-75%) judges have a dedicated chambers	Some (25%-50%) judges have a dedicated chambers	Few (less than 25%) judges have a dedicated chambers	No judges have a dedicated chambers	N/A	A
Security	Resident Judges Chambers	Restricted circulation is provided from the judges' building entrance to each resident judge's chambers	All chambers have restricted circulation	Almost all (75% or more) chambers have restricted circulation	Most (50%-74%) chambers have restricted circulation	Some (25%-49%) chambers have restricted circulation	Few (less than 25%) chambers have restricted circulation	No chambers have restricted circulation	N/A	F
Security	Resident Judges Chambers	Restricted circulation is provided from the judges' building entrance to the courtroom(s)	All chambers have restricted circulation	Almost all (75% or more) chambers have restricted circulation	Most (50%-74%) chambers have restricted circulation	Some (25%-49%) chambers have restricted circulation	Few (less than 25%) chambers have restricted circulation	No chambers have restricted circulation	N/A	F
Space Standards	Jury Assembly	The courthouse contains a dedicated jury assembly area	Yes					No	N/A	A
Space Functionality	Jury Assembly	The jury assembly area is located convenient to public access for prospective jurors	Yes					No	N/A	F
Space Standards	Jury Assembly	The size of the jury assembly orientation room is adequate to handle the volume of potential jurors	Yes					No	N/A	F
Space Standards	Jury Assembly	The jury assembly area contains the design guide/best practice recommended support spaces including 1. a lounge; 2. service unit; 3. dedicated toilet rooms; 4. vending area)	The jury assembly area contains all (4 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains most (3 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains some (2 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains few (1 of 4 items) of the design guide/best practice recommendations	The jury assembly area contains none of the design guide/best practice recommendations		N/A	B
Building Condition	Jury Assembly	The jury assembly area is in good repair (e.g., no water damage, water leaks, mold, damaged millwork, etc.)	Yes					No	N/A	F
Security	Court Clerk's Office	The public intake counter has break-or ballistic-resistant glazing	Yes					No	N/A	F
Space Functionality	Court Clerk's Office	There is a dedicated transaction area at the public counter for cashier services	Yes					No	N/A	F
Space Functionality	Court Clerk's Office	The number of office areas and workstations accommodates the current staff	Yes					No	N/A	A
Space Standards	District Attorney	If the staffed DA's office is not located in the courthouse, a trial preparation area is provided in the courthouse	Yes					No	N/A	A
Space Functionality	District Attorney	If present, the trial preparation area is located sufficiently distant from the PD	Yes					No	N/A	N/A
Security	Restricted Access	Restricted parking is provided for judges.	Interior restricted parking is provided for all judges	Interior and/or exterior restricted parking is provided for all judges	Interior or exterior restricted parking is provided for some judges	Interior or exterior restricted parking is not provided for all judges			N/A	A
Security	Exterior	There are adequate perimeter security provisions in place to protect the court facility.	All sides of the building have adequate perimeter security	Three sides of the building have adequate perimeter security	Two sides of the building have adequate perimeter security	One side of the building has adequate perimeter security	No sides of the building have adequate perimeter security		N/A	A

Figure 9. Sample CORE tool assessment factors

STEP 5: Workload and Personnel Analysis and Court Facilities Assessment Results

Using the information gathered during the on-site planning session and court facilities assessment, Fentress will revise the initial forecasts generated during the data analysis phase of the project as needed to include updated facts and figures, a summary of workload trends, revised projections for workload and staffing (including unfunded but projected positions), and will identify the deficiencies in the existing court facilities.

The Fentress team will document any additional input or refinements to the assumptions and will revise the findings as needed for the final Needs Assessment document. Prior to finalizing the workload analysis, we will review the information pertaining to demographics, economics, workload, personnel, and space, as well as the revised workload and staffing forecasts with the Courthouse Planning Team. Incorporating the expertise of the Courthouse Planning Team into the forecasts provides more rigor to the forecasting process. The numbers alone do not always tell the full story, and the insights of the Courthouse Planning Team members are critical to producing forecasts that reflect the anticipated trends of the court. Figures 10 and 11 illustrate examples of recent workload and personnel analysis.

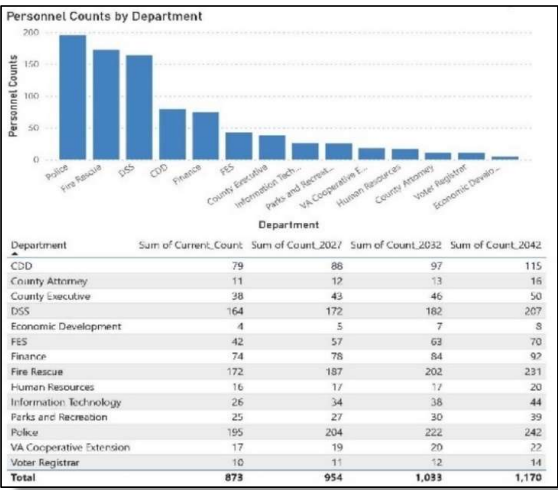


Figure 10. Workload and personnel analysis

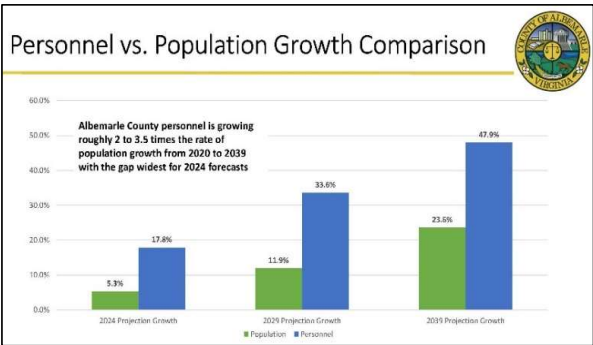


Figure 11. Workload and personnel analysis

We will also present the CORE scoring results for the court facilities, including the overall scores and the individual scores for each criterion. Figure 12 shows an example of how the dashboard information generated by the CORE tool will provide the Courthouse Planning Team the ability to quickly evaluate both the level of functionality of the courthouse in each of the main criteria areas and the specific areas within each criterion where the courthouse is most deficient. The CORE tool automatically generates a baseline score that can be used for comparison as improvement strategies are developed and the solutions scored. We have found this to be an effective way to quantify and objectively prioritize improvement strategies as the project moves forward.



Figure 12. CORE dashboard

2.3 Identify 20-Year Projected Space Needs

STEP 6: Program of Requirements (On-Site #3)

After validation of the workload analysis, Fentress will again meet with representatives from each component to discuss potential solutions to their current space deficiencies and to begin developing the Program of Requirements (POR) to meet the court's projected 20-year space needs, as requested in the RFQ.

The POR will detail the current space occupied by each component and the future space needed for the court facilities. It will provide a detailed space breakout for each component, such as the courtroom sets, chambers, courthouse security and prisoner holding areas (if applicable), Clerk of Court, Public Defender's Office, District Attorney's Office, and other areas such as administrative offices and records storage. It will also include a detailed list of spaces within each component, the usable square footage of each space, an overall departmental gross square footage, and any comments or assumptions that are made to support the programming effort. For example, recommendations could include where fire and/or flood protection would be required for sensitive record storage. An overall building gross square footage will then be generated by applying industry standard multiplying factors for building support (MEP, building storage, etc.) and circulation to the POR. The information will be circulated to the Court Planning

Team for review and feedback, and a revised POR that incorporates the comments will be produced.

In addition to specific requirements, such as number and sizes of courtrooms, offices, and support areas, issues will be discussed during the interview sessions that could impact the POR, such as space-saving methodologies that have proven to be successful in other locations throughout the nation. Some of the operational changes and space reduction initiatives the Fentress team has identified through our courthouse planning efforts include:

- a. **Relocating Non-Critical Functions** - To provide sufficient space in the courthouse, at times we have recommended relocating non-critical functions from the courthouse to provide space for urgently needed expansion. Determining which components to relocate depends on the workflow within the courthouse, culture of the court, and the amount of space required by functions remaining in the courthouse. Such moves can compromise organizational efficiency by not having the court family located in one facility or complex, so a thoughtful analysis must be conducted when identifying potential moves.
- b. **Sharing Courtrooms** – Courtroom sharing is a practice many courts utilize when there is limited space. Sometimes, this practice is temporary until a new courtroom can be constructed, and other times it is a permanent solution. The Fentress team maintains a courtroom sharing model that we developed to calculate the number of courtrooms needed based on the number of current and projected judges by type. Anticipated workload factors are also considered when projecting courtroom needs.
- c. **Collegial Chambers** - Consolidating judges' chambers on a floor or throughout a building into a single area with shared support services and staff is another operational practice being implemented by many courts. However, judges should still move from the collegial chambers area to a courtroom through restricted circulation. Figure 13 shows an example of a typical courtroom set that utilizes the judges' restricted circulation to shared courtrooms.
- d. **Reducing Filing and Storage Areas** - Reducing the physical space used to store active and inactive files through scanning/imaging and electronic filing and case management systems is a practice that many courts have implemented with some degree of success.

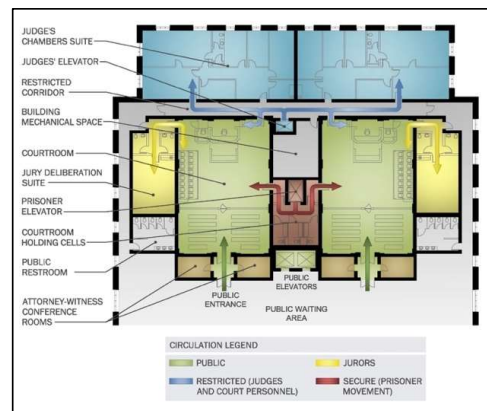


Figure 13. Typical courtroom set

- e. **Shared Administrative Services** - Consolidating administrative services between court components eliminates the need for duplicate staff. Administrative services that lend themselves to sharing among components include human resources management, budget/finance, and information technology.
- f. **Moving to Agile or Hybrid Office Layout** - Many traditional offices are being reconfigured into an agile or hybrid office layout that is designed to be flexible and support the mission of court components through a mix of spaces supporting both focused and collaborative work. Such offices typically have shared workstations and a mix of collaboration rooms of various sizes. If properly planned, such layouts can reduce space, improve collaboration, and promote productivity. Agile arrangements can also support a hybrid workforce, which is a growing trend in the wake of the COVID-19 pandemic. The Fentress team has had success with planning agile layouts in both clerk's offices and probation offices (especially when probation and parole officers are frequently "in the field" visiting clientele, thus leaving offices vacant). Fentress is also aware of the limitations and concerns regarding agile environments and works with courts to determine the appropriate blend of open and closed spaces for a particular court component or organization. Fentress has also worked on standards for hybrid courtrooms that use technology to reduce in-person proceedings and reduce courtroom space. Figure 14 illustrates examples of how Fentress has utilized collaborative areas to reduce space demands in other courthouses.



Figure 14. Collaborative space examples

- g. **Overall Impact of Technology** – Technologies to improve court operations are becoming more widespread and cost-effective and can enable fewer staff to efficiently complete more work. We have worked with courts to save space by recommending automated jury assembly processes, reducing queues in the clerk's office by providing more self-service terminals and other queueing technologies, and programming facilities to improve the efficiency of the docket and utilization of courtrooms to support differentiated case management systems.
- h. **Flexible Courtrooms** - Courtrooms that have flexible and movable fixtures can be adapted to accommodate different types of proceedings. We have planned for courtrooms with flexible well areas and removable jury boxes. In addition, especially in courtrooms that have unique needs, we have recommended expanding the back wall to allow for more spectator seating by incorporating the anteroom and attorney conference rooms. Figure 15 shows a flexible courtroom with moveable rear wall.

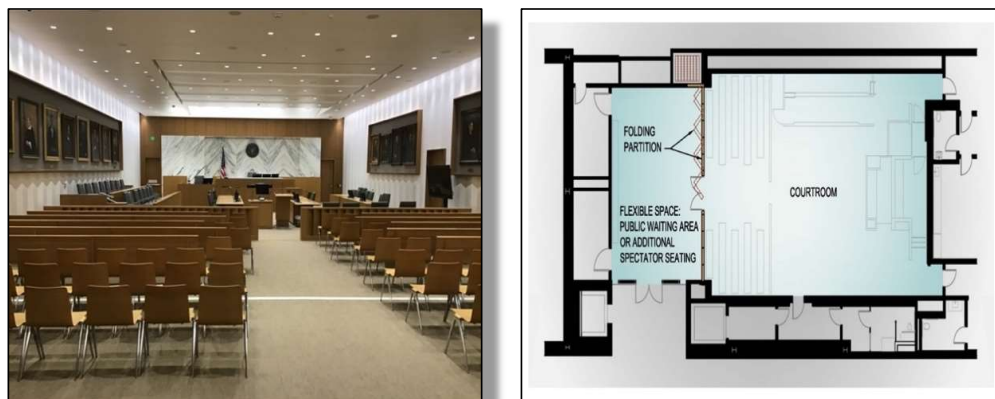


Figure 15. Flexible courtroom with moveable rear wall

- i. **Shared Jury Deliberation Rooms** - Though the typical arrangement is one jury deliberation room per trial courtroom, we have worked with courts to save space by incorporating fewer jury deliberation rooms than trial courtrooms (i.e., 4:3 and 2:1 arrangements). Having a more centralized location for jury deliberation can have operational, security, and space-saving benefits. Rarely are all jury deliberation rooms needed in a courthouse at one time. However, the courthouse must be planned to ensure that operations are able to be conducted efficiently when at maximum capacity with multiple jury trials at a time, and circulation patterns must be carefully planned to ensure the safety and security of all jurors and court participants.

- j. **Reduction of Library Space** - Courthouse libraries have been dramatically reducing space over the past decade due to electronic resources. Many courts have opted for smaller reference collections and shared chambers collections that reduce the need for space. The trade-off is that more computer terminals are needed in libraries today than in the past; however, these terminals occupy substantially less space than needed for stacks. Figure 16 shows how electronics were integrated into a shared library space used for research.

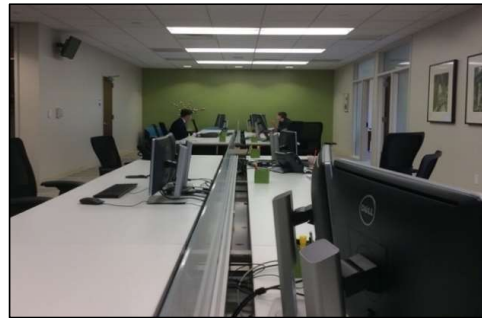


Figure 16. Shared library space with integrated electronics

- k. **Security** – Another way to maximize space is by building security into the architecture of the courthouse. The Fentress team has been involved in several projects where security has been integrated into the building design in innovative ways while still enhancing security. This saves space and is less intimidating to the public. This is especially important when queuing space is limited or for specialized courts.
- l. **Other Operational Practices** – The follow-up sessions will also explore other initiatives and best practices related to business hours, secured and public parking, utilization studies, mediation, alternative court practices (such as drug reentry courts, community corrections, and mental health court), and other issues that may arise during the individual sessions and other meetings. For a county court project in Maryland, Fentress studied courtroom utilization, the court's caseload management system, assignment of cases by workload tracks, and restrictions on the number of continuances granted. Based on the results of the study, a "one size fits all" courtroom concept was recommended for the county's new annex to allow for maximum flexibility in case assignment.

2.4 Recommendations

STEP 7: Improvement Strategies/Schematic Design (On-Site #3)

The information from the workload analysis and POR will then be used to develop potential improvement strategies for presentation to the Courthouse Planning Team. An improvement strategy is a project, or sequence of projects, and operational changes aimed at optimizing the space in the court facilities. The strategies will consider the possibility of renovations within the existing facilities, relocation of existing tenants either within the facilities or to alternate space, or potential new construction if deemed necessary. The improvement strategies will address courtrooms, chambers, staff workspaces, meeting spaces, prisoner spaces, employee and public parking, and any other needs identified during the assessment. Improvement strategies that address records storage and general storage, including security, protection from fire and flood damage, work spaces for staff reviewing records, and other needs identified during the assessment will also be provided. Figures 17 through 19 illustrate three different improvement strategies Fentress developed for courthouse projects.

The examples illustrate concept design solutions for renovations within the exiting courthouse (Figure 17), an addition to an existing courthouse (Figure 18), and a new courthouse solution (Figure 19). The improvement strategies developed for the Pender County court facilities could include a combination of these types of strategies and could suggest a phased approach to satisfy the needs over the 20-year planning period.

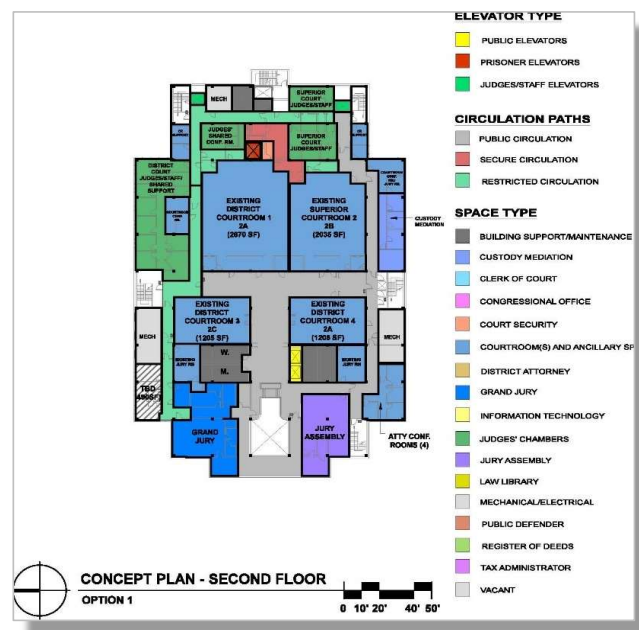


Figure 17. Improvement strategy – Courthouse Renovation

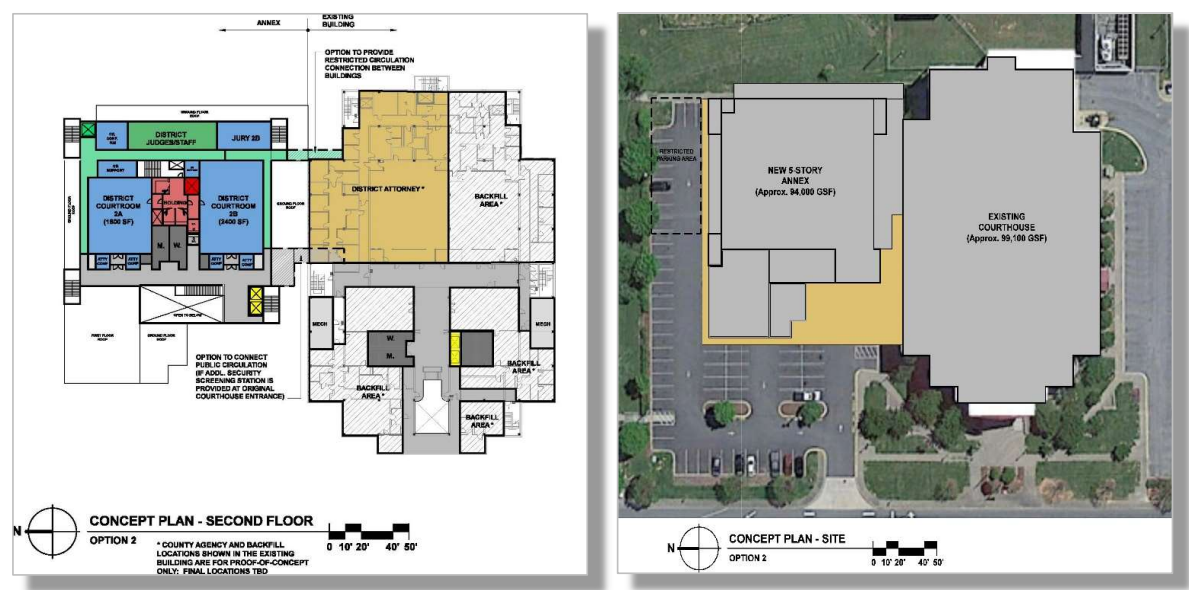


Figure 18. Improvement strategy – Courthouse Addition



Figure 19. Improvement strategy – New Courthouse

STEP 8: Gap Analysis

Using the existing court facilities CORE scores as a baseline, improvement strategy options can also be scored to determine which will yield the greatest benefit for the facilities. This is commonly referred to as a gap analysis.

A gap analysis represents the difference between the CORE score for a court facility and an ideal courthouse, which has a CORE score of 100, and can be utilized to identify space projects and operational changes that may best fill the gap. Figure 20 graphically displays how a gap analysis is used to show how much benefit each improvement strategy option may have on a facility. We will discuss each alternative with the full Courthouse Planning Team and will meet with each component separately, as needed, to gather detailed feedback and suggested revisions. After these discussions, the recommendation(s) deemed most viable by the Courthouse Planning Team will be identified as the recommended strategy.

Our team will also make recommendations on maintaining existing facilities and will provide timeframes for implementing the most viable improvement strategy.

2.5 Budget Cost Estimates

STEP 9: Estimated Costs for Improvement Strategies

The Fentress team will prepare high-level cost estimates for each of the improvement strategies deemed viable by the Courthouse Planning Team. Costs will be developed using rough order of magnitude (ROM) estimates based on regional cost and/or real estate data. The cost estimate would represent an estimated cost of construction (ECC) using cost per square foot benchmarks. The cost estimates are inherently general in scope and are provided as a decision tool to compare various options and are not meant to be for final budgeting purposes. Once the cost estimate has been developed for each improvement strategy, it could be combined with the gap analysis to calculate a cost-effectiveness score. The purpose of the cost-effectiveness analysis is to assist the county in determining which strategy results in the greatest gain in the court facilities CORE score for the most reasonable cost. Guidance would be provided on the best value solution for the court facilities.

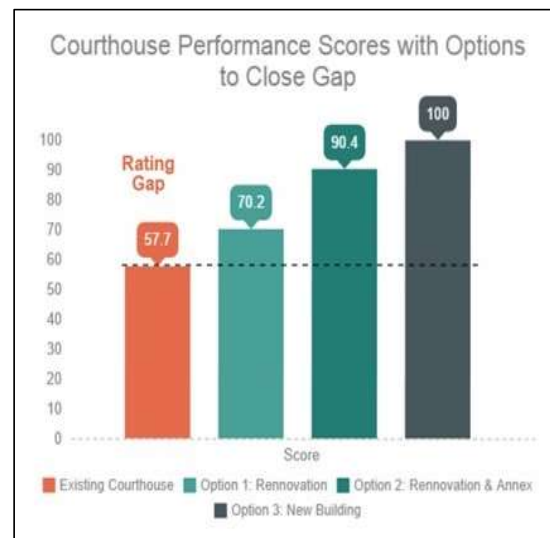


Figure 20. Sample gap analysis

2.6 Needs Assessment Report

STEP 10: Final Needs Assessment Report

The results of the full analysis, including the trends contained in the workload analysis, results of the existing courthouse assessment, operational efficiency review, POR, final recommendations, and cost estimates will be drafted into a final needs assessment report that details the current and future needs of the Court System in Pender County. The Fentress team will work with the Courthouse Planning Team to review and revise the business case contained in this report to reflect the most critical feedback gathered during the process. This report will highlight the information that could be used as the basis for funding requests. The report will consider human capital and other resources, process changes, and facility needs in a unified approach that seeks to maximize the use of the existing court facilities and to plan as efficiently and responsibly for potential future needs as possible. Although the report will be formally addressed to the Board of County Commissioners, we also understand that other stakeholders in the outcome of the assessment, including County Management, Judicial System Officials, and the citizens of Pender County will have a clear interest in the report findings.

2.7 Project Timeline

Following is a preliminary project schedule for the Pender County Court Facilities Space Needs Assessment. The schedule below is based upon our experience developing Needs Assessments of similar size and scope and is dependent upon the actual final Scope of Work as negotiated with the Pender County Courthouse Planning Team. We have completed projects similar in size and scope in approximately 95-100 business days.

Figure 21. Preliminary proposed project schedule

Pender County Courthouse Space Needs Assessment Mar-23		
PROJECT STEPS	DURATION	
STEP 1. CONDUCT KICK-OFF MEETINGS		Month #1
STEP 2. DATA ANALYSIS		
STEP 3. FACILITATE ON-SITE PLANNING SESSION (On-site #1)		Month #2
STEP 4. CONDUCT COURTHOUSE ASSESSMENT UTILIZING CORE TOOL (On-site #1)		
STEP 5. UPDATE/FINALIZE RESULTS OF WORKLOAD ANALYSIS AND COURTHOUSE ASSESSMENT		
		Month #3
STEP 6. DEVELOP PROGRAM OF REQUIREMENTS (On-site #2)		
STEP 7. DEVELOP IMPROVEMENT STRATEGIES/SCHEMATIC DESIGN (On-site #3)		
		Month #4
STEP 8. PERFORM GAP ANALYSIS		
STEP 9. DEVELOP ESTIMATED COSTS FOR IMPROVEMENT STRATEGIES		
		Month #4
STEP 10. PRODUCE FINAL NEEDS ASSESSMENT REPORT		
PROJECT COMPLETION		
TOTAL PROJECT DURATION APPROX. 4 MONTHS		

3. EXPERIENCE

Henderson County Judicial Center **Hendersonville, NC**



Reference:

Amy Brantley

Assistant County Manager, Henderson County, NC

Phone Number - 828.697.4809

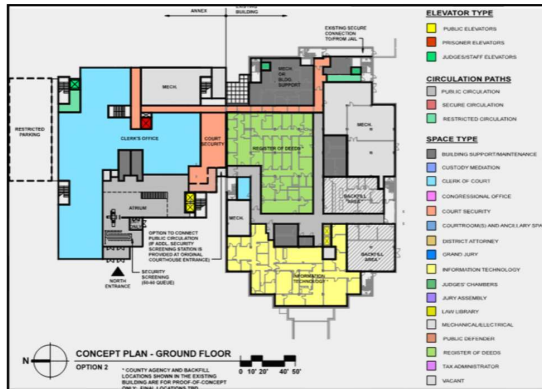
Email - brantley@hendersoncountync.gov

In 2021, Fentress completed a space needs assessment of the Henderson County Courts in Hendersonville, North Carolina. The assessment included focus groups and interviews with subject matter experts from the court and all county tenants housed within the facility, as well as independent research on regional demographics and a comprehensive architectural evaluation. During the focus groups and interviews, workload, staffing, and space trends were identified, and projections for future needs were discussed. Fentress used this input as well as the conclusions drawn from research and analysis to develop workload, staffing, and space projections for the court and related components 30 years into the future.

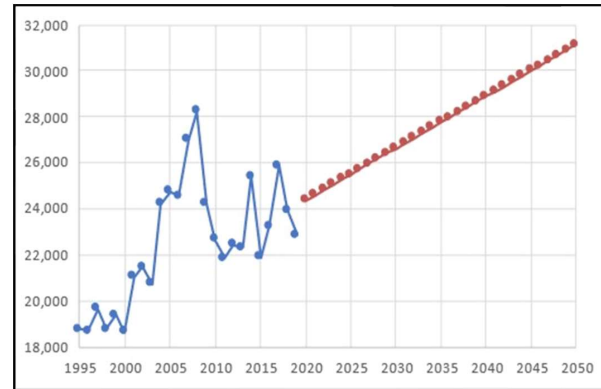
The existing facility was assessed utilizing our proprietary Courthouse Operations Realtime Evaluation (CORE) tool. The assessment covered six key areas: space standards, space functionality, security, building condition, building systems, and technology. The baseline data generated by the CORE tool helped identify areas of need, and the results of the CORE tool evaluation were combined with the results of the group and individual sessions, along with the supplemental research and analysis, to develop and evaluate design alternatives for a renovation, annex, or new courthouse project.

Three strategies were selected to move forward for further consideration. Fentress presented the results of the full study to the County Board of Commissioners in January 2021. The results were very well received and set the stage for the next phase of planning to consider how to incorporate the adjacent jail into the county planning effort.

Fentress is currently part of a team that was recently awarded a contract to design the new consolidated Henderson County Judicial Center. The project will provide a new courthouse annex as recommended in the needs assessment and an expanded detention center.

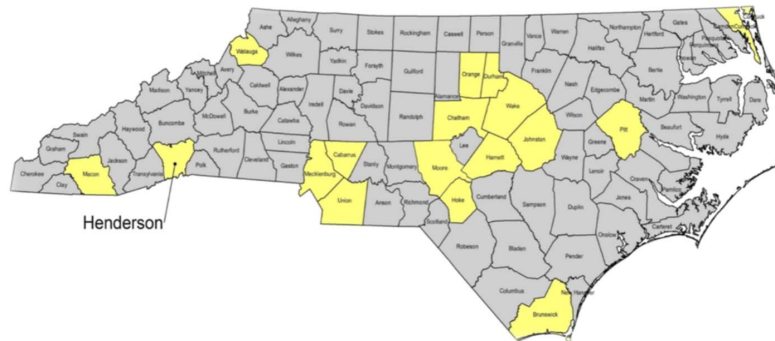


Concept Plan



Criminal Caseload

Population Growth, 2019-2050
Top 17 Counties (% Growth)



Projected Population, 2019-2050

"It was a privilege to work with [Fentress] throughout the project. I was impressed by their thoughtful approach to a project that had several stakeholders, a wide variety of requirements, and existing, and often competing, visions for space in the facility. Their professionalism, sincere interest, and commitment to the project was obvious. They integrated well with all staff involved, and quickly became part of the team. The Space Needs Assessment, when formally presented to the Board of Commissioners by [Fentress], supplied all the information requested. However, it went further than that, by using data to drive the process, rather than speculation and unsubstantiated "needs." It provided the Board with the ability to make well informed decisions and gave some options for them to consider as they decide how to advance those decisions going forward."

Amy Brantley, Assistant County Manager

Albemarle County and City of Charlottesville Courts
Charlottesville, VA:

Photo, floor plans, and diagram courtesy of Fentress Architects



Fentress Inc. served as the court planner on the Fentress Architects (FA) design team for a court complex addition and renovation project. (Despite the shared name, the two firms are not affiliated). The need for larger and modern court space has been documented for over a decade through a series of studies identifying numerous spatial, operational, and security-related deficiencies with the existing facilities, which date back as far as 1762.

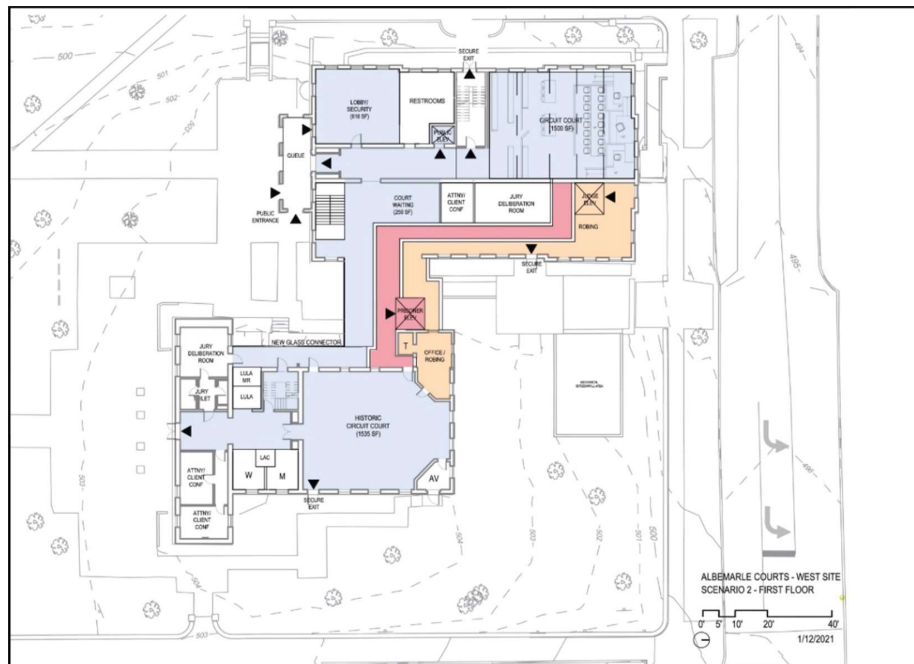
Reference:

Blake Aplanalp, Chief, Facilities Planning
and Construction
Albemarle County
Phone Number – 434.872.4501 x 3244
Email – babplanalp@albermarle.org

FA was awarded the project by Albemarle County in March 2020. In partnership with the City of Charlottesville, the county initiated the two-phase project, which encompasses multiple sites within Charlottesville's historic Court Square.

As court planner, Fentress Inc. led the space needs assessment portion of the project, which began in July 2020 and involved developing two separate Program of Requirements (POR) documents - one for Phase I and one for Phase II. Fentress Inc. analyzed data and documents from previous planning studies, collected recent data on caseload, personnel, demographics, and law enforcement trends, and conducted statistical trend analysis to validate and evaluate forecasts included in the prior studies. Where necessary, we developed new forecasts for caseload, judgeships, and court unit personnel. Fentress Inc. facilitated a series of virtual stakeholder workshops to gather feedback on the forecasts, as

With the updated forecasts as a reference point, Fentress Inc. facilitated an in-person site visit focused on current and projected space needs, including tours of existing space and stakeholder meetings to gather feedback on key POR elements (e.g., space standards, security provisions, and adjacencies). Detailed discussions addressed courtrooms, chambers, private offices, workstations, jury deliberation, storage, parking, detention, common areas, and building support. The result was two POR documents that detailed the space requirements for the General District and Circuit Courts which would be housed in separate buildings. The PORs were reviewed collaboratively with the design team, owner, and stakeholders and subsequently finalized in January 2021.



Concept Plan

PENDER COUNTY, NC
COURT FACILITIES SPACE NEEDS ASSESSMENT

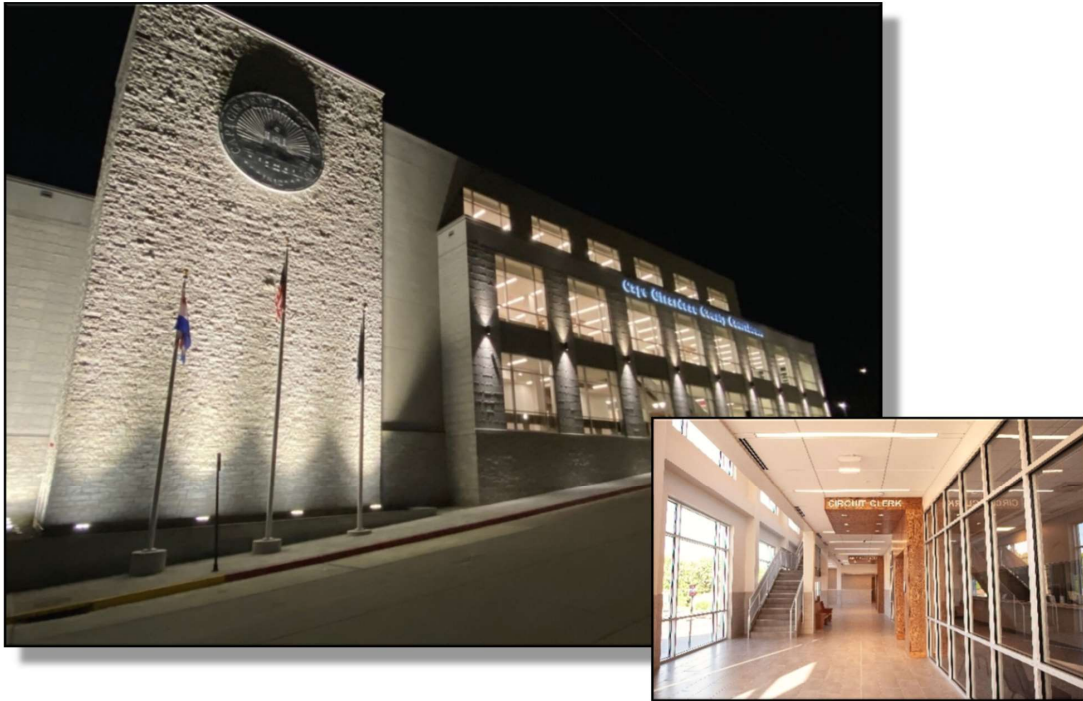
March 2, 2023

			RIGHT-SIZE RECOMMENDATIONS			
Space ID	Staff/Space Type	Room Type	Recommended Unit NSF	Recommended QTY	Recommended Total NSF	Comments/Assumptions
Courtrooms						
2.01	Circuit Trial Courtroom (Existing)	COURTROOM	1,590	1	1,590	Existing SF; courtroom has 12 juror capacity in the Jeffersonian style; possibly move spectator rail to increase spectator capacity
2.02	Circuit Trial Courtroom (New)	COURTROOM	2,000	1	2,000	16 jurors in Jeffersonian style with writing surface; min. 36' wide; min. 40 spectators
Subtotal			2		3,590	
Courtroom Support Spaces						
2.03	Courtroom Vestibule/Soundlock	COURTROOM	64	2	128	1 per courtroom; accessible from public circulation
2.04	Attorney Conference Rm.	CONFERENCE	90	4	360	2 per courtroom; accessible from public circulation or soundlock; can accommodate 4 people
2.05	Jury Deliberation Vestibule	CONFERENCE	50	2	100	
2.06	Jury Deliberation Rm. (Existing Courtroom)	CONFERENCE	250	1	250	12 jurors; min 14'-0" wide
2.07	Jury Deliberation Rm. (New Courtroom)	CONFERENCE	350	1	350	16 jurors; room will also be used for grand jury
2.08	Jury Deliberation Toilet Rm.	TOILET RM	60	4	240	2 per jury room
2.09	Jury Kitchenette	KITCHENETTE	25	2	50	Additional SF within deliberation room; provide 5'-0"LF of counter w/sink, base and wall cabinets w/microwave; undercounter refrigerator
2.10	Equipment Storage/AV Closet	STORAGE	50	2	100	
2.11	Staff Toilet Rooms	TOILET RM	50	4	200	For court staff use on each courtroom floor; two per floor; locate within restricted circulation
2.12	Judges' Office/Robing Room	OFFICE	275	2	550	Adjacent to courtroom; for use by judge (or visiting judge) during proceedings for work area, robing, and/or off-bench conference; includes dedicated toilet room
Subtotal					2,328	
Prisoner Areas (Courtroom floor(s) only)						
2.13	Prisoner Elevator Vestibule	SECURE CORRIDOR	64	1	64	1 per courtroom holding cell area between each pair of courtrooms
2.14	Holding Vestibule/Staging	SECURE CORRIDOR	80	1	80	1 per courtroom holding cell area between each pair of courtrooms
2.15	Soundlock	SECURE CORRIDOR	60	2	120	Between holding cell area and ea. courtroom
2.16	Holding Cell (Single)	HOLDING1	70	2	140	2-3 per courtroom holding cell area between each pair of courtrooms; wet cells
2.17	Prisoner/Atty Interview Room	INTERVIEW	60	1	60	Locate with direct access from holding area for prisoner, and public circulation for attorney; provide secure screen between prisoner and attorney
Subtotal					464	
TOTAL NSF			6,382			
			25% department grossing factor			1,596
TOTAL DGSF			7,978			

Sample POR sheet for Circuit Court Courtrooms and Ancillary Spaces

Cape Girardeau County Courthouse
Jackson, MO

Photos courtesy of Cape Girardeau County



In 2018, Fentress Inc. was hired as a subcontractor to Navigate Building Solutions, Inc., a construction management firm located in St. Louis, MO, to assist with a design-build effort for a new courthouse in Cape Girardeau County, MO. The county planned to consolidate operations that were fragmented among several buildings located in different cities into one courthouse facility located in Jackson, MO.

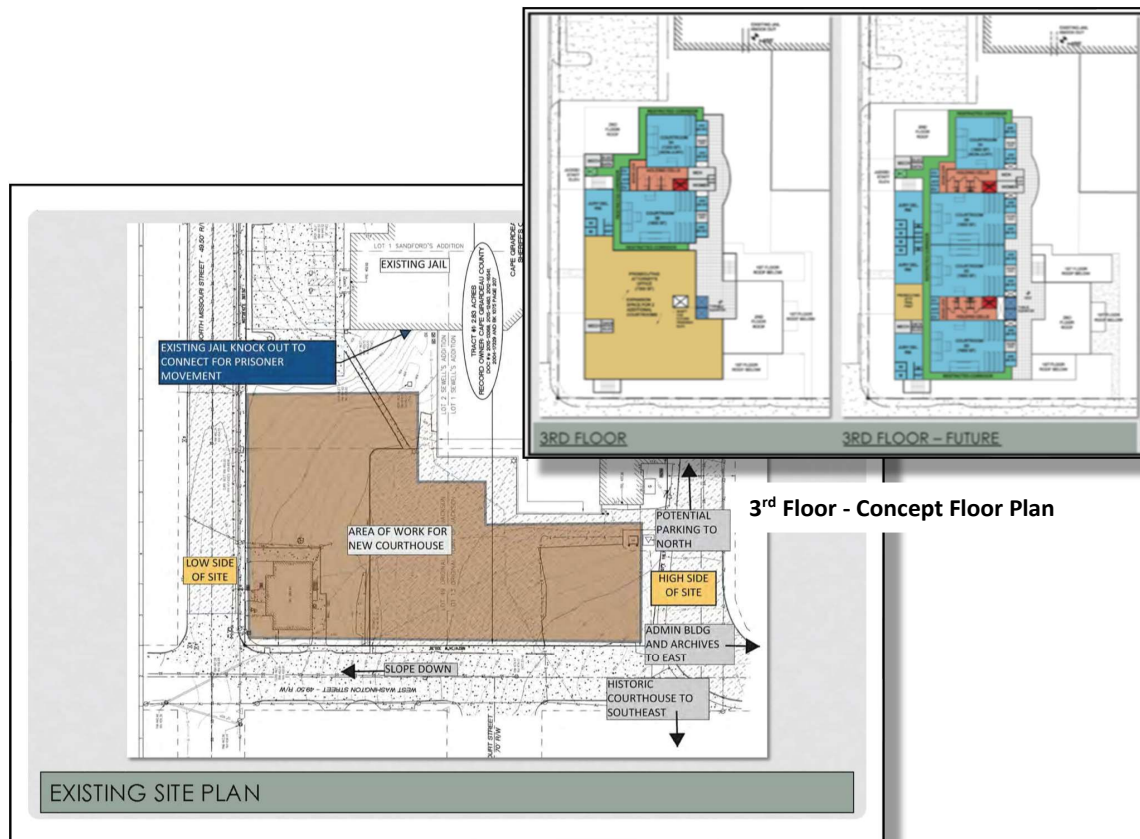
The goals of the project included evaluating a prior space needs assessment and developing a revised space needs report, which resulted in a Program of Requirements (POR) and concept design for a new courthouse that would connect directly to the existing sheriff's office and county jail.

Based upon the results of the planning and programming effort, Fentress Inc. provided an overall courthouse master plan that included a conceptual layout of the existing site, the primary adjacencies within the courthouse, and a plan for safe and secure prisoner movement from the county jail through the new courthouse. The POR and master plan were then used by the design-build team during project development.

Reference:

Charles Herbst, County Commissioner
Cape Girardeau County
Phone Number – 573.204.2499
Email – cherbst@capecounty.us

During the design-build competition, Fentress Inc. developed a schematic design evaluation tool to score the designs provided by each competitor. The tool contained criteria to ensure an integrated design evaluation, including the criteria of adhering to the POR, image and aesthetics, functionality, building operations, security, space standards, and court technology. The results of the evaluation tool were used by the county commissioners to select the team that had proposed the best value design for the county. Construction of the new courthouse was completed in the spring of 2020.



Site Plan/Jail Connection Analysis

"We were very pleased with the process...."

Charlie Herbst, County Commissioner, Cape Girardeau County

Ocean County Justice Complex **Toms River, NJ**

Rendering and floor plans courtesy of CCH Architects



Fentress Inc. is serving as the court planner on the Clarke Caton Hintz (CCH) design team for a courthouse annex and consolidation project. Ocean County and New Jersey State court functions currently occupy portions of the Ocean County Justice Complex in Toms River, NJ, as well as eight additional satellite buildings in the city. The county plans on constructing a new multi-story annex to the Justice Complex (which also includes an attached Department of Corrections prison) to consolidate these occupants and their associated functions and improve prisoner movement throughout the court complex.

Reference:

Steven Molyneux
Operations Division Manager
Ocean County Courts
Phone Number – 732.504.0700 x64330
Email – steven.molyneux@njcourts.gov

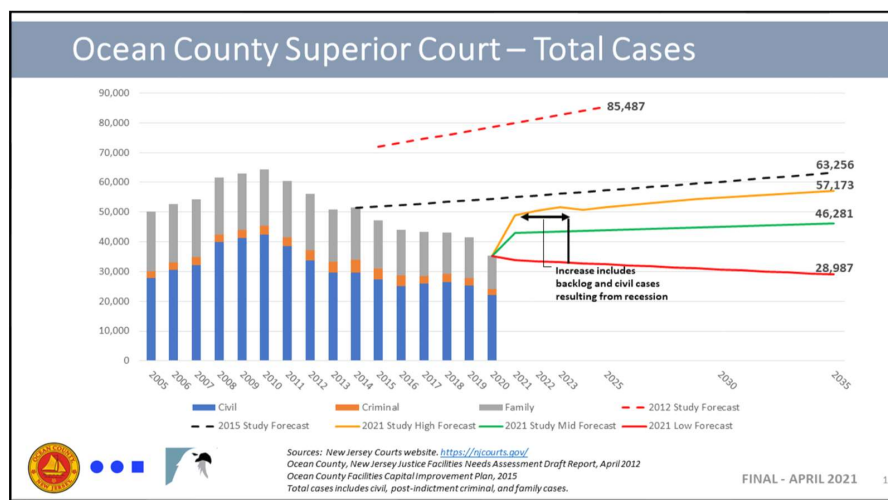
As the court planner, Fentress led the team's workload analysis efforts by analyzing workload and personnel data provided in two prior studies. We collected recent data on caseload, personnel, demographics, and law enforcement trends, and conducted statistical trend analysis to validate and evaluate forecasts included in the prior studies. Fentress developed new forecasts as needed for caseload, judges, and court and related-component personnel and validated the projections via stakeholder workshops. The result was an updated set of caseload and staffing forecasts for all court tenants included in the project.

We met with representatives from each component to discuss potential solutions to address their deficiencies and began developing a detailed Program of Requirements (POR) to meet the court's projected 30-year space needs. The information was circulated to the Ocean County Court Planning Team for review and feedback, and a finalized POR that incorporated the comments was produced.

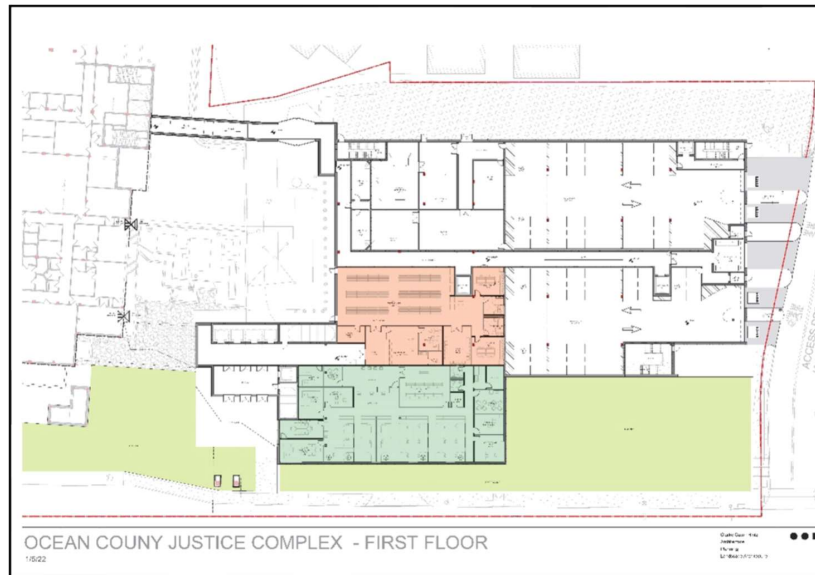
The CCH-Fentress Inc. team successfully collaborated during the concept and schematic design phases to provide Ocean County with a courthouse project that implements best practices in courthouse design and meets the operational and security goals of a modern courthouse.

The highlights of our approach include:

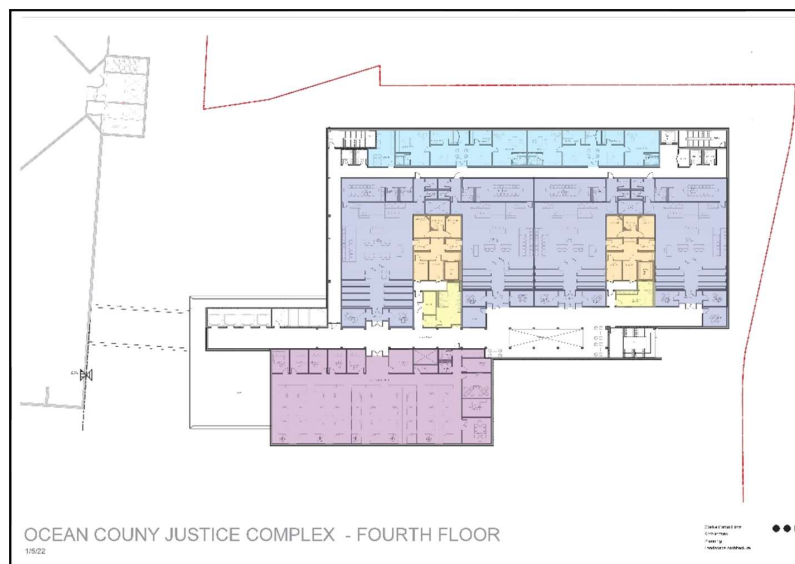
- Using analytical methods to validate the existing workload, judge, and personnel forecasts driving the space needs of the court complex
- Ensuring that the project included well-planned and fully integrated court security and prisoner movement based on best practices in court planning
- Applying best practices in courthouse planning and design to ensure that the project provided cost-effective solutions for meeting the long-term needs of the courts, including:
 - Consolidation of court services that were fragmented throughout the complex
 - Connection to the existing Department of Corrections for secure and timely prisoner movement
 - Combining a mix of courtroom sizes to most effectively accommodate the court's varying caseload
- Assisted the CCH team in redefining and justifying the project needs to enhance court operations and to reduce security risks



Caseload Analysis



Concept Plan: First Floor Connection to Existing Jail



Concept Plan: Typical Courtroom Floor Plan

4. KEY PERSONNEL RESUMES

Fentress Incorporated is comprised of experienced personnel skilled at conducting operational and facility needs assessments, producing Programs of Requirements (POR), and developing portfolio management programs for state and local courts and government agencies. For the Pender County project, Fentress is pleased to offer the services of an experienced team comprised of a senior court planner, a senior court architect serving as project manager, and a court analyst. The senior court planner, Keith Fentress, has successfully worked on courthouse needs assessment and planning projects throughout the nation for over 35 years. Our senior court architect, Matt Hemphill has over 18 years of experience in courthouse needs assessment projects. Brian Bankert is a data scientist with extensive experience working on courthouse needs assessment projects and will serve as our court analyst. All of our team members are self-starters with a high attention to detail, accuracy, and thoroughness. We intend for Fentress to perform all of the work described in the RFQ.

Following are resumes which present the experience of the key staff members who would be assigned to the Pender County Space Needs Assessment project.



MATT HEMPHILL, AIA
SENIOR COURT ARCHITECT/PROJECT MANAGER

Mr. Hemphill is an experienced Registered Architect and is knowledgeable in both the design and assessment of court facilities. Mr. Hemphill joined Fentress in 2005 as a senior planner and assessment architect. His expert knowledge of design and construction planning, management, and operations of courthouses and their interface with security has enabled him to assess the occupants' needs and identify building conditions and functional issues that affect overall building performance. Mr. Hemphill also has extensive experience leading the concept and schematic design phases of courthouse projects.

Mr. Hemphill has been involved in developing space planning tools and creating uniform design standards for courthouse projects. As the lead architect for Fentress' facility assessment and planning efforts, Mr. Hemphill conducts physical assessments of facilities, documents existing operational and security deficiencies, develops current and future space programming alternatives, and produces master planning strategies for improvements to operations.

EDUCATION

B. Architecture, The Catholic University of America, Washington, DC; 1992

B.S. in Architecture, The Catholic University of America, Washington, DC; 1991

PROFESSIONAL AFFILIATIONS

Registered Architect
Federal Real Property Association
American Institute of Architects

RELATED PROJECTS

- U.S. Courts Asset Management Planning Program – planned over 200 courthouses nationwide, including Asheville, Charlotte, Hendersonville, Fayetteville, Greensboro, Raleigh, Statesville, and Wilmington, North Carolina
- Henderson County District and Superior Courts, North Carolina
- Supreme Court of Virginia and the Virginia Court of Appeals, Virginia
- Ocean County Justice Complex, New Jersey
- Hampden County Hall of Justice, Massachusetts
- City of Richmond Consolidated Courts Building, Virginia
- Albemarle County and City of Charlottesville General District and Circuit Courts, Virginia
- City of Lubbock Municipal Court, Texas
- Cape Girardeau County Circuit Court, Missouri
- District of Columbia Superior Court, Washington DC
- Lynn District Court, Massachusetts
- Franklin County Circuit Court, Illinois
- Howard County Circuit Court, Maryland
- Brownsville Community Justice Center, New York



KEITH FENTRESS

SENIOR COURT PLANNER

Mr. Fentress has an extensive history of providing court and justice consulting services, including performing needs assessments, space programming, and policy studies for judicial systems. Since founding Fentress in 1988, he has worked as a consultant to the federal judiciary to assist in developing and implementing its award-winning courthouse planning process. He has also led project efforts for federal, state, and local courts around the country. Mr. Fentress has provided needs assessment, space planning, and space programming services for over 1,000 federal, state, and local court facilities.

As a recognized court and justice consulting expert, Mr. Fentress understands the role space programming plays in developing a successful design, which, in turn, shapes the administration of justice. He has spoken at national court conferences in both the U.S. and Australia.

Mr. Fentress is skilled in facilitating court planning sessions and presenting planning results. He has conducted hundreds of facilitated sessions and has presented court planning results to court managers, city and county executives, and legislative bodies, including the U.S. Congress.

RELATED PROJECTS

- U.S. Courts Long-Range Facilities Planning Program – planned 580 courthouses plus over 400 additional facilities for court and related components, including all federal court facilities in North Carolina
- Ocean County Justice Complex, New Jersey
- Yakima County Circuit and District Court, Washington
- Augusta County Circuit Court, Virginia
- Toledo Municipal Court, Ohio
- Montgomery County Circuit Court, Maryland
- Cape Girardeau County Circuit Court, Missouri
- District of Columbia Superior Court, Washington DC
- Howard County Circuit Court, Maryland
- Baltimore County Circuit Court, Maryland
- Third Judicial District Court, New Mexico
- Brownsville Community Justice Center, New York
- Flagler County Circuit Court, Florida

EDUCATION

Ph.D. Candidate, Public Administration and Policy Analysis, Virginia Polytechnic Institute and State University

M.A., Political Science, concentration in Public Administration, Virginia Polytechnic Institute and State University; 1987

B.A., Political Science, Virginia Polytechnic Institute and State University; 1985

PROFESSIONAL AFFILIATIONS

Federal Real Property Association
National Association of Court Managers
Certification in Crime Prevention Through Environmental Design



BRIAN BANKERT

COURT ANALYST

Mr. Bankert is an insightful and highly experienced statistical analyst with a wide range of skills and abilities across multiple industries and organizations. He conducts research, analyzes data, and performs statistical and other quantitative analyses to support the business case needs for space and facilities.

Mr. Bankert is an excellent problem solver adept at learning complex real-world processes and creating models that accurately reflect those processes. He has expertise in numerous computer software programs to support quantitative and qualitative analytical methods.

Mr. Bankert has worked on both court and justice projects, including national programs that have helped analyze and predict resource needs. He is an expert at quickly identifying the information needed to achieve project objectives.

EDUCATION

M.A. Economics, University of Maryland, College Park, Maryland; 1999

B.S., Mathematics and Economics, Towson University, Towson, Maryland; 1996

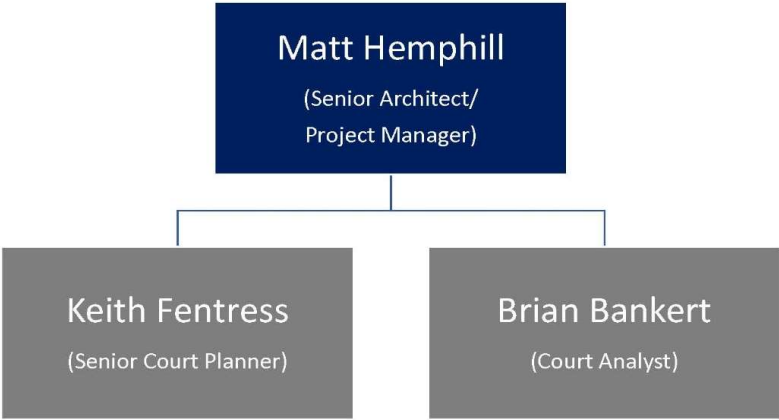
PROFESSIONAL AFFILIATIONS

Federal Real Property Association

RELATED PROJECTS

- U.S. Courts Caseload and Personnel Forecasting – produced over 10,000 forecasts annually for federal court space planning needs
- U.S. Courts Growth Model Analysis – performed cluster analysis on federal courts to develop 10 “growth models” using a Kohonen Neural Network across many court-related variables
- Hampden County Hall of Justice, Massachusetts - conducted court trends and needs analysis
- City of Richmond Consolidated Courts Building, Virginia - conducted court trends and needs analysis
- Supreme Court of Virginia and the Virginia Court of Appeals, Virginia – conducted court trends and needs analysis
- Lynn District Court, Massachusetts - conducted trends and needs analysis
- Fulton County Justice Complex, Georgia - performed workload and personnel analysis
- Albemarle County Workplace Planning – produced projections of county personnel for 12 departments to determine space requirements. In phase two, Mr. Bankert will be working with the County to determine hybrid office space arrangements
- U.S. Marshals Service – conducted analysis for the U.S. Marshals Service’s personnel budget model
- U.S. Department of Justice and U.S. Immigration and Customs Enforcement – developed Monte Carlo simulation models for determining detention bed space needs

Following is an organizational chart displaying the proposed project team.



5. PER UNIT PRICING

The labor categories with hourly rates for the services described in this proposal are listed below:

Senior Court Planner (Keith Fentress):	\$150/hour
Senior Court Architect (Matt Hemphill):	\$135/hour
Court Analyst (Brian Bankert)	\$115/hour

6. REFERENCES

In addition to the references listed in the Experience section above, the following references can attest to the quality of the services provided by Fentress on projects similar to the Pender County Space Needs Assessment.

Steve White, Studio Director and Principal
Fentress Architects
Phone Number – 202.464.2452
Email – white@fentressarchitects.com

Scott Schilt, AICP, Senior Program Manager, Trial Courts
State of Massachusetts: Division of Capital Asset Management & Maintenance
Phone Number – 857.329.3731
Email – scott.schilt@state.ma.us

Michael Hanrahan, AIA, Principal
Clarke Caton Hintz
Phone Number - 609.883.8383
Email - mhanrahan@cchnj.com



Pender County Appointment for representative to Southeastern Partnership Inc.

TO: BOCC
FROM: Nancy Avery
DATE: March 13, 2023
SUBJECT: Appointment to Southeastern Partnership Inc.

SUMMARY:

Mr. Yost, President of Southeastern Partnership Inc., is requesting a representative for its Board of Directors. The representative may be a commissioner, local citizen or the County Manager. This organization provides economic development services for 20 counties in southeastern North Carolina including Pender County. This board is separate from the Southeastern Economic Development Commissioner (SEDC).

County Manager Andrews has volunteered to serve. The former County Manager was the representative.

ACTION REQUESTED:

Requesting appointment of County Manager David Andrews to serve as representative on the Southeastern Partnership Inc.



Pender County
SUP 2023-41: Special Use Permit request
for Artisan Manufacturing

TO:	Board of Commissioners
FROM:	Greg Feldman
DATE:	March 13, 2023
SUBJECT:	SUP 2023-41: Special Use Permit request for Artisan Manufacturing in the Rocky Point Township

SUMMARY:

Allan McVay, applicant, on behalf of Joseph Brian West, owner, is requesting the approval of a Special Use Permit for Artisan Manufacturing to allow for the design, modification and crafting of custom artisan wood furniture, shelving and cabinetry within an approximately 2,400 square foot metal building. The use is proposed within the RP, Residential Performance zoning district. The subject property is located on NC Highway 133 approximately 1000 feet west of the intersection of NC Highway 133 and Cheshire Rd in the Rocky Point Township and may be further identified by PIN 3224-23-2136-0000.

ACTION REQUESTED:

To hold a public hearing and consider the Special Use request.

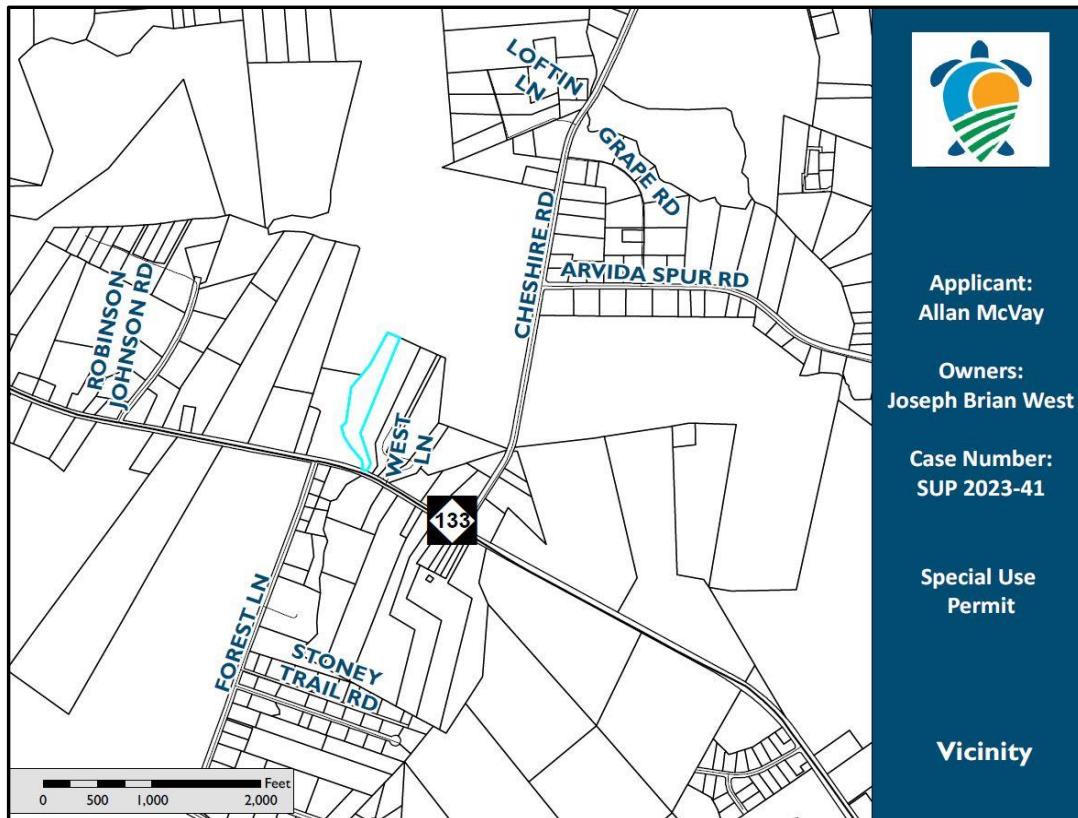
ATTACHMENTS:

1. Staff Report
2. Application
3. Narrative
4. Site Plan
5. SUP Approval and Revocation Procedures
6. Landscaping and Buffering Info
7. Purchase Agreement
8. Purchase Addendum
9. Board Action Form

STAFF REPORT FOR SUP 2023-41 SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2023-41
Hearing Date	March 13, 2023 Board of County Commissioners
Applicant	Allan McVay
Property Owner	Joseph Brian West
Parcel Identification Number	3224-23-2136-0000
Acreage	4.93
Township	Rocky Point
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Medium Density Residential

SPECIAL USE PERMIT PROPOSAL
Allan McVay, applicant, on behalf of Joseph Brian West, owner, is requesting the approval of a Special Use Permit for Artisan Manufacturing to allow for the design, modification and crafting of custom artisan wood furniture, shelving and cabinetry within an approximately 2,400 square foot metal building. The use is proposed within the RP, Residential Performance zoning district.
LOCATION
The subject property is located on NC Highway 133 approximately 1000 feet west of the intersection of NC Highway 133 and Cheshire Rd in the Rocky Point Township and may be further identified by PIN 3224-23-2136-0000.



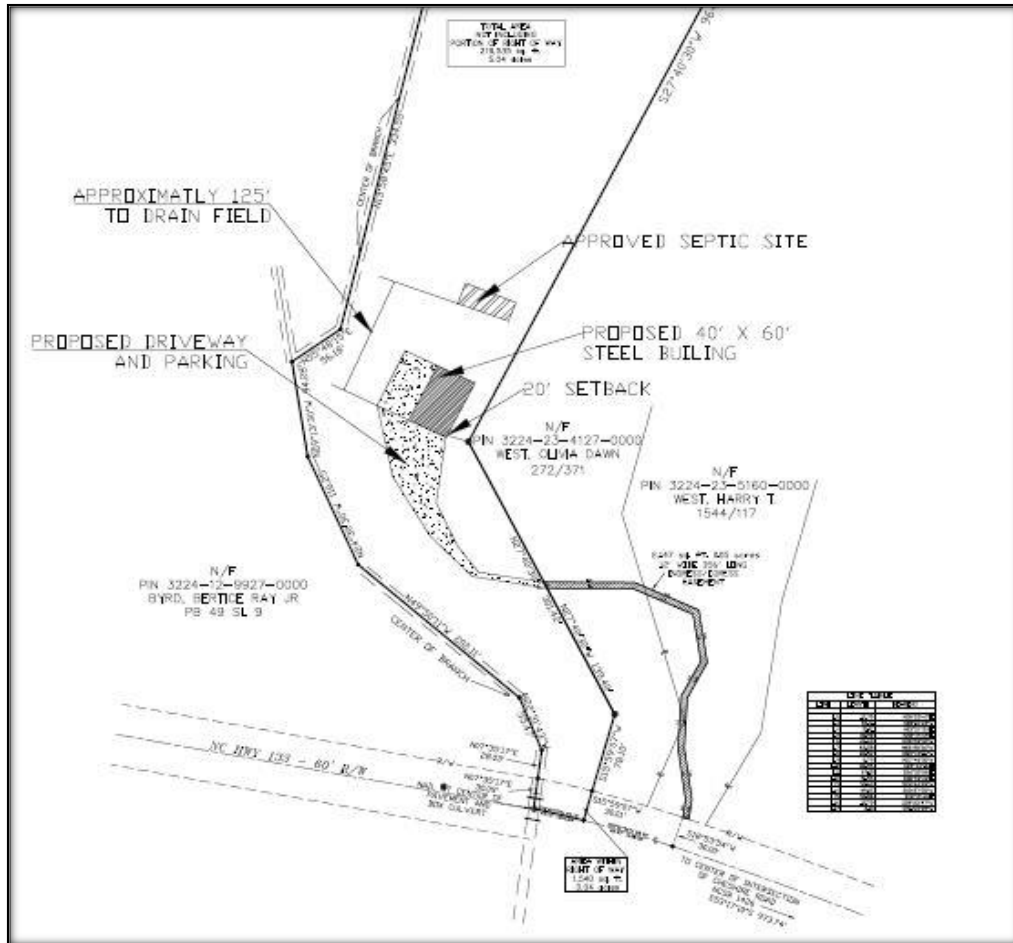
SPECIAL USE PERMIT PROPOSAL

The applicant, Allan McVay, is seeking to obtain a Special Use Permit in order to construct a 2,400 square foot metal building for artisan wood working. Within the proposed structure there would be a maximum of four employees to assist the applicant with designing and crafting custom wood furniture. The applicant stated that the purpose of this Special Use Permit request is to expand a Rocky Point business that has been in operation since 2020. The proposed building would be located approximately 1000 feet West of the intersection of Highway 133 and Cheshire Rd.



According to the applicant's submitted narrative, the property would be primarily used for design, modification and crafting activities of custom artisan wood furniture, shelving and cabinetry creations to be conducted potentially from 7:00am to 5:00pm, Monday through Saturday, although hours of operation may vary. The applicant's narrative can be found in the Board's packet as Attachment I. The applicant has also stated that there will not be more than four employees on site at any given time. The applicant is proposing to install a new septic tank, driveway and metal building over the next 12 months. Utilities required for the project include electric, septic and water via on-site well. Duke Energy has been contacted and will provide electrical service to the site. The Pender County Health Department has issued an improvement permit for the proposed septic system. Water will be accessed by an on-site well as approved by Pender Health Department and installed by an approved contractor.

Below: Applicant's Site Plan (Attachment 2)



Access

The site is proposed to be accessed from NC HWY 133. More specifically, the applicant has indicated that the proposed access will be through a recorded easement as shown in the applicant's site plan above and in Attachment 2.

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 road improvements will be to NCDOT standards.

NCDOT Average Annual Daily Traffic (AADT)

Road	Location	Volume	Capacity	V/C
NC HWY 133	West of its intersection with Cheshire Road	4,300	15,439	0.27

^{eat}Information based off **NCDOT Average Annual Daily Traffic (AADT) 2020**

²Information for Capacity is planned capacity

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 133 Road Frontage)
Type C	Along Eastern property line
Type C	Along Northern property line
Type C	Along Western property line

Signage

There is no proposed signage at this time. Any proposed signage shall be required to be in conformance with the standards of the Unified Development Ordinance.

Utilities

Wastewater services to the site will be provided through an onsite septic system. Water will be provided by an on-site well and electrical will be provided by Duke Energy.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain Special Flood Hazard Areas ¹ .
Wetlands	Portions of the subject property may contain wetlands ^{2,3} . No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does 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. These sections are provided as Attachment 3.

Zoning and Existing Land Use in Area

Much of the subject property is wooded and undeveloped. Surrounding zoning consists of RP,

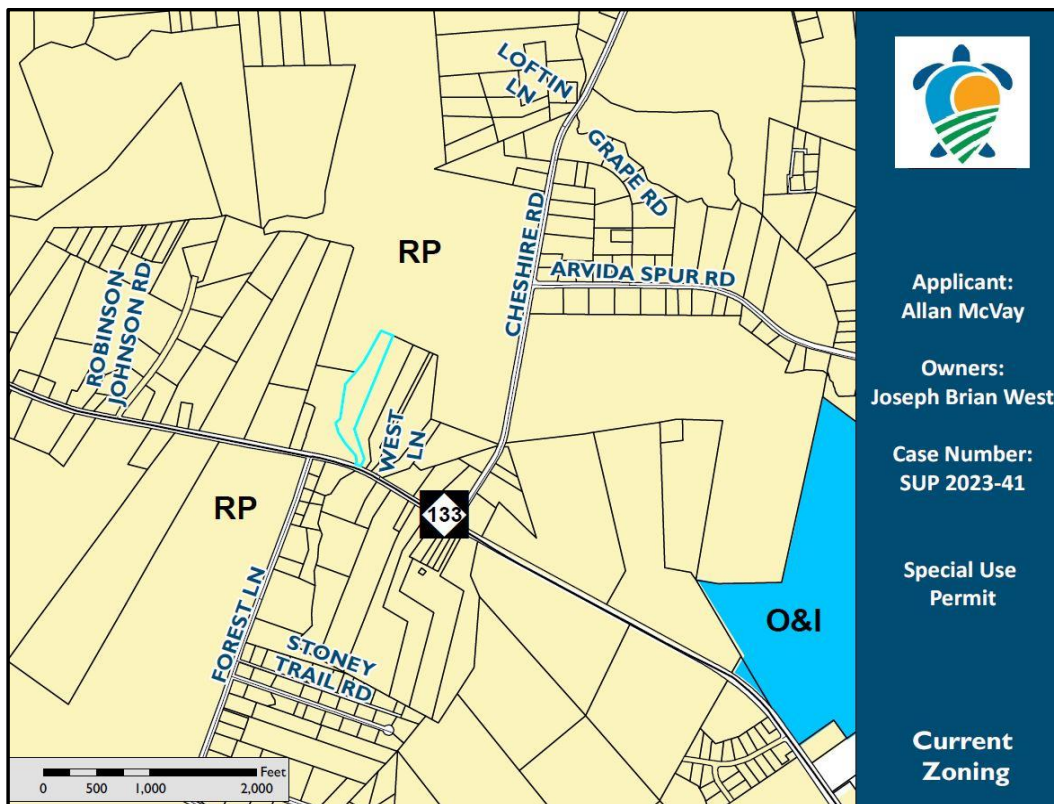
CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	ZONING
North	Residential	RP, Residential Performance
East	Undeveloped, Residential	RP, Residential Performance
South	Residential	RP, Residential Performance
West	Undeveloped, Residential	RP, Residential Performance

Residential Performance and the surrounding land uses are primarily residential.

Unified Development Ordinance Compliance

The use, as proposed, is classified as Artisan Manufacturing, which is allowable through Special Use Permit approval within the RP, Residential Performance zoning district.

Below: Zoning Map of the Area

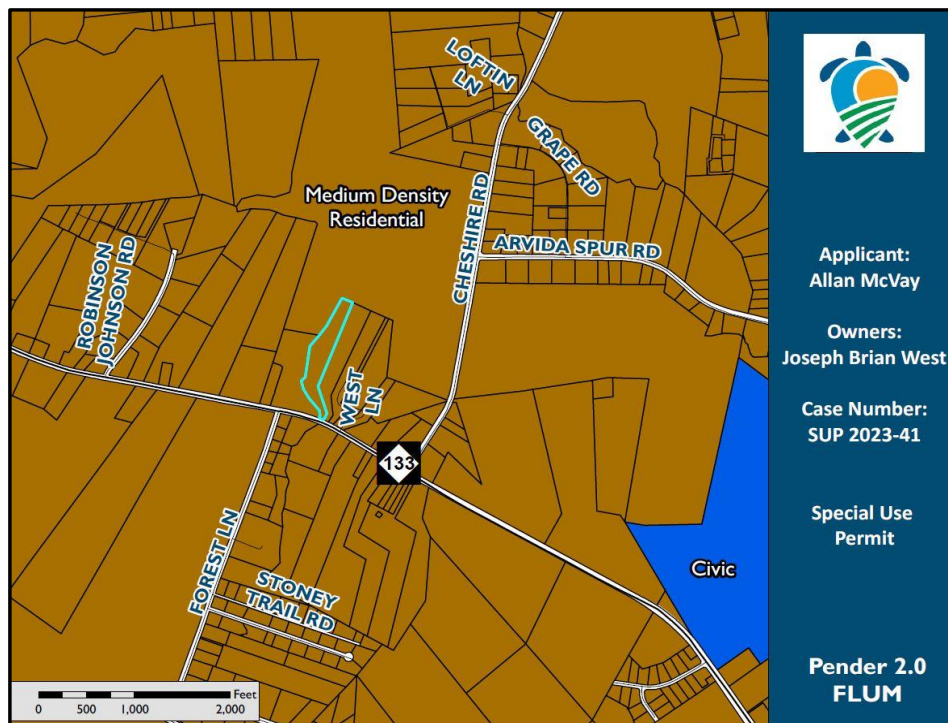


Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Manufacturing											
Artisan Manufacturing		S	S			P	P		P		

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 Classification and Future Land Use Map because it would provide a small-scale commercial opportunity that is less than 15,000 square feet in a residential area while having minimal impacts on traffic.

In addition to the Future Land Use Map (FLUM), the request was found to be consistent with policies 5.I.E, 5.I.K, and 5.I.FF and support the request as the proposed use is intended to provide a needed service in an area experiencing significant growth.

Policy 5.I.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.I.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.

Policy 5.I.FF: Rural Non-Residential Uses: The County shall continue to accommodate limited non-residential uses in rural areas.

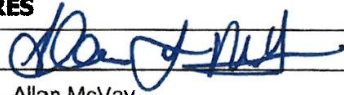
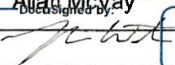
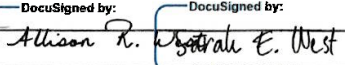
The proposed SUP is supported by the above policies because it has the potential to provide a small-scale commercial use that would be screened from surround residential properties while having a minimal impact to existing traffic conditions.

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 - 2023 - 00041	Date	2/3/2023
Application Fee	\$ 300	Invoice Number	00031217
Pre-Application Conference	2/3/2023	Hearing Date	3/13/2023
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Allan McVay	Owner's Name:	Joseph Brian West Allison R. West, Sarah E. West
Applicant's Address:	165 Gooseneck Rd. W	Owner's Address:	125 Great Oak Drive
City, State, & Zip	Rocky Point, NC 28457	City, State, & Zip	Hampstead, NC 28443
Phone Number:	(910)789-2399	Phone Number:	910-859-9054
Email Address:	alland73@icloud.com	Email Address:	jbwest17@gmail.com
Legal relationship of applicant to landowner: land purchaser			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3224-23-2136-0000	Total property acreage:	4.97 5.04 with easment
Zoning Classification:	RP	Acreage to be disturbed:	less than 1
Water Provider:	Well	Wastewater Provider:	Septic
Project Address:	XXXX NC HWY 133, Rocky Point, NC 28457		NAICS Code:
Description of Project Location:	approximately 200' west of West Rd. to property. Approximately 200' off HWY 133 to building site		
Describe activities to be undertaken on project site:	build a 40' x 60' metal building. For storage, constructing custom furniture, shelving, some cabinetry		
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	01/22/2023
Applicant's Printed Name:	Allan McVay	Date:	01/22/2023
Owner's Signature	 	Date:	1/24/2023
Owner's Printed Name:	Joseph B. west, Allison R. West, Sarah E. west	Date:	1/24/2023
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.			

Project Narrative for:

TBD

NC Hwy 133

Rocky Point, NC

PIN:	3224-23-2136-0000
Acreage:	4.96
Zoning:	RP
Township:	Rocky Point
Property Description:	4.97Ac PT James West Est div
Deed Reference:	4621/1075
Owner:	Joseph Brian West 125 Great Oak Dr. Hampstead, NC 28443
Applicant:	Allan McVay

Location of the project requires an address, TBD NC Hwy 133, Rocky Point, NC 28457. Standard driveway access needed to middle portion of lot where shop will be located – and accessible Hwy 133 along a deeded easement per site plan.

The applicant's intention for the special use permit is relevant to the design, modification and crafting activities of custom artisan wood furniture, shelving and cabinetry creations to be conducted on the specified property. The hours of operation for the site will vary; although, potential for active use is predominantly 7:00am to 5:00pm, Monday through Saturday. Employee activities on site will not exceed 4 at any given time.

The construction and installation of a new septic tank, driveway and metal building are proposed over the next 12 months.

Utilities required for the project include electric, septic and water. Duke Energy has been contacted and will provide electrical service to the site. Pender Health Department has approved and is designing a septic system. Water will be accessed by an on-site well as approved by Pender Health Department and installed by an approved contractor.

Required necessary permits include: Building permits for the structure and a permit for the Septic Tank

The special use permit is requested under the Miscellaneous Artisan Manufacturing Use permit.

The requested use would not impair the integrity or character of the surrounding and/or adjoining properties, nor adversely affect the safety, health, morals, or welfare of the community and its members. The intent of the special use permit is for the overall improvement and maintenance of the intended property to include optimal design for low impact development and the implementation of nature based solutions as a sustainable approach to development. The proposed use will not create hazards or nuisances. Use on the property will have no physical impact or change to air quality, noise levels or physical attributes to adjoining or surrounding properties. The proposed building will be sound resistant to minimize noise created by the use of power tools and the activity of modifying and creating custom wood designed objects.

The requested specialty use permit is in conformity with the Pender County Land Use plan and other official plans and policies adopted by the Board of County Commissioners as described by the special use of the Miscellaneous Artisan manufacturing guidelines.

All legwork to install appropriate utilities, access roads, sanitation and/or other necessary facilities is completed; and work ordered to initiate upon the approval of the special use permit.

Use of the property will not affect traffic. The property will be used primarily by the owner.

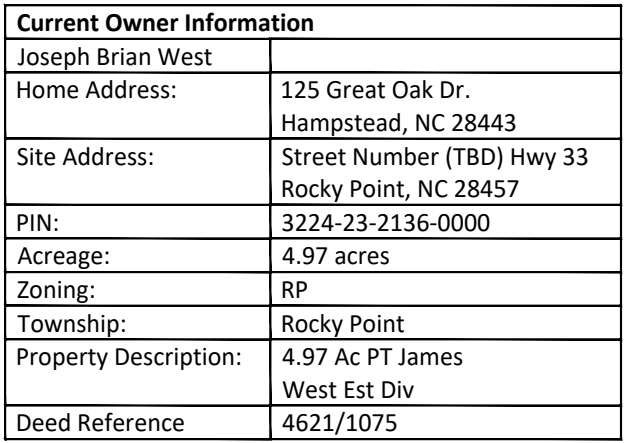
The applicant understands that the use of the property with the special use permit must conform to the applicable regulations of the district in which it is located.

The proposed use is for a lot size that readily accommodates the activities required for the design, modification and crafting of custom artisan wood furniture, shelving and cabinetry creations while adhering to setback guidelines.

This special use permit is for a local, Rocky Point based business that has been in operation since 2020. The increased clientele base and overall demand has created a need for storage and centralizing a location for constructing custom wood working pieces. In general, assessments occur at client site specific locations and the proposed use is for activity that will occur within the confines of the proposed structure. Power tools will be used within the proposed structure. Dust collection capabilities are included in the design portion of the finished structure. Sawdust collected will be composted and turned into soil. The design of the building will minimize the addition of noise decibels in the vicinity as a result of activities within the structure.

The applicant appreciates your consideration of the special use permit.

Allan McVay
(910) 789-2399



- 7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- 8) Existing and proposed structures and on-site improvements;
- 9) Existing and proposed fencing, vegetative screening and buffering;
- 10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- 11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

- A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.
- B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.
- C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.
- D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.
- E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.
- F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.
- G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:
 - 1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
 - 2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
 - 3) The proposed use shall not constitute a nuisance or hazard;
 - 4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
 - 5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
 - 6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
 - 7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
 - 8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

- A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.
- B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:
 - 1) That the approval was obtained by fraud.
 - 2) That the use for which such approval was granted is not being executed.
 - 3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
 - 4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
 - 5) That the permit granted is in violation of an Ordinance or Statute.
 - 6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.
- C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.
- D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.
- E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.
 - 1) Such conditions may include a time limitation.
 - 2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

Pender County UDO Article 8 Section 8.2 – Landscaping and Buffering

Buffers Required for All Non-residential Uses (Excludes Industrial Uses) in All Residential Districts, (RA, RP, RM, MH) - Residential uses in Residential Districts are not required to have buffers, except as required for mobile home parks, Multifamily and Planned Developments. All commercial or uses other than residential uses (excluding industrial uses) in the Residential Districts shall provide the following buffers: Uses in these districts that require a special use permit will in addition, provide other buffers as specified in the special use permit.	
Location of Buffer for Non-residential Uses in the Residential Districts	Type Buffer
Along all street boundaries of the Development	Buffer A
Along all boundaries adjacent to single family residential uses or residential lots with a parcel size of less than 1 acre and when a single family structure is within 50' of the boundary of the development	Buffer C
Along all other non-street boundaries	Buffer B

Buffer A Buffer "A" This buffer is designed primarily for road frontage areas and should run parallel to the street to provide a continuous, aesthetically pleasing streetscape. The requirements for buffer "A" shall be met by any one of the following:

A-1) 15-foot-wide strip with 3 canopy trees, 2 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet (width may be reduced to 10' for existing developed lots that are subject to new buffer requirements), or

A-2) 20-foot-wide strip with 3 canopy trees, 2 understory trees and either a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 18 shrubs per 100 linear feet, or

A-3) 25-foot-wide strip with 1 canopy tree, 2 understory trees and either a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 21 shrubs per 100 linear feet, or

A-4) 30-foot-wide strip with 1 canopy tree, 2 understory trees and either a grass or other approved vegetative ground cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 32 shrubs per 100 linear feet.

Buffer B Buffer "B" This buffer is a medium density planting area to be used primarily along non street boundary lines to provide spatial separation between similar types of uses. The requirements for buffer "B" shall be met by any one of the following:

B-1) 10-foot-wide strip with 3 canopy trees, 4 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

B-2) 15-foot-wide strip with 3 canopy tree, 2 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

B-3) 20-foot-wide strip with 1 canopy tree, 2 understory tree and either a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 15 shrubs per 100 linear feet, or

B-4) 25-foot-wide strip with 0 canopy trees, 5 understory trees and either a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree or shrub) or 21 shrubs per 100 linear feet.

C Buffer "C" This buffer is designed to provide a high-density screen primarily along non street boundary lines to provide buffer and separation between different categories of uses such as commercial adjacent to residential uses or other non-residential uses adjacent to high density single family residential uses. The requirements for buffer "C" shall be met by any one of the following:

C-1) 10-foot-wide strip with a 6-foot-high wood stockade, basket weave, or other solid wood fence and 2 canopy trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

C-2) 15-foot-wide strip with a 6-foot-high wood stockade, basket weave, or other solid wood fence or an evergreen hedge* that will provide a continuous screen at least 6' high within 4 years and 1 canopy tree, 4 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

*Reference spacing requirements in plant list for specific species and spacing to achieve evergreen hedge

C-3) 20-foot-wide strip with an evergreen hedge that will provide a continuous screen at least 6' high within 4 years and 1 canopy tree or 3 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet, or

C-4) 25-foot-wide strip with an evergreen hedge that will provide a continuous screen at least 6' high within 4 years, 2 understory trees and a grass cover of at least 98 % coverage (except within 4 feet of the base of any tree), per 100 linear feet.



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":** Joseph Brian West, Allison R. West, Sarah Ellen West

(b) **"Buyer":** Whitney Gonzalez, Allan McVay

(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: NC Highway 133

City: Rocky Point

Zip: 28457

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 n/a, Block/Section n/a, Subdivision/Condominium **(no subdivision)**

, as shown on Plat Book/Slide 272 at Page(s) 321

The PIN/PID or other identification number of the Property is: 3224-23-3126-0000

Other description: Highway 133 in Rocky Point, 4.97 acres near West Lane (see attached deed with meets and bounds description)

Some or all of the Property may be described in Deed Book 4621 at Page 1076

(d) **"Purchase Price":**

\$ 86,000.00

\$ 1,000.00

\$ 2,500.00

paid in U.S. Dollars upon the following terms:

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: _____)

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.



This form jointly approved by:

North Carolina Bar Association's Real Property Section

North Carolina Association of REALTORS®, Inc.

Buyer initials WG AM Seller initials JS RW

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Intracoastal Realty - 1900 Lumina, 1900 Eastwood Rd Ste 38 Wilmington NC 28403
 Sarah Busalachi

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Phone: 9102286178

Fax:

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\$ _____ **0**

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,

TIME BEING OF THE ESSENCE. by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

\$ _____ **n/a**

BY ASSUMPTION 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**

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

\$ _____ **82,500.00**

BALANCE 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 20 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): Intracoastal Realty Corporation

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

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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 January 13, 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 February 20, 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.

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(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.

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(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: n/a

in the principal amount of n/a

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

n/a

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: n/a

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.

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(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 maybe 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 July1,2008, 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 maybe withholding as provided by the Internal Revenue Code.

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(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 dewatering. 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 there from.

(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: **Whitney Gonzalez, Allan McVay**

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 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.

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(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.

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Buyer initials WG AM Seller initials [Signature] [Signature]

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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) | ☐ Owners' Association Disclosure Addendum (Form 2A12-T) |
| ☒ Additional Signatures Addendum (Form 3-T) | ☐ Seller Financing Addendum (Form 2A5-T) |
| ☐ Back-Up Contract Addendum (Form 2A1-T) | ☐ Short Sale Addendum (Form 2A14-T) |
| ☐ Loan Assumption Addendum (Form 2A6-T) | |
- ☒ Identify other attorney or party drafted addenda: **Addendum B - Attached 'Proposed Easement Map'**

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.

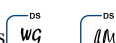
17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall 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.

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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.

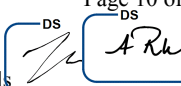
(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred 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.

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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: 12/2/2022

DocuSigned by:

Buyer: Whitney Gonzalez
Whitney Gonzalez

Date: 12/2/2022

DocuSigned by:

Buyer: Allan McVay
Allan McVay

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Print Name

Title: _____

Date: _____

Date: DocuSigned by: 12/3/2022

Seller: Joseph Brian West
Joseph Brian West

Date: 12/3/2022

DocuSigned by:

Seller: Allison R. West, Sarah Ellen West
Allison R. West, Sarah Ellen West

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Print Name

Title: _____

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.

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: wjgonzalez2020@gmail.com, alland73@icloud.com

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Intracoastal Realty - 1900 Lumina
Acting as ☒ Buyer's Agent ☐ Seller's(sub)Agent ☐ Dual Agent
Firm License #: c2062
Mailing Address: 1900 Eastwood Rd Ste 38, Wilmington, NC 28403

Individual Selling Agent: Sarah Busalachi
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 334591

Selling Agent Phone#: (910)228-6178

Selling Agent Fax#: _____

Selling Agent E-mail: sbusalachi@intracoastalrealty.com

Listing Firm Name: Intracoastal Realty Corp
Acting as ☒ Seller's Agent ☐ Dual Agent
Firm License #: c2062
Mailing Address: 1900 Eastwood Rd Ste 38, Wilmington, NC 28403

Individual Listing Agent: Summer Ventura
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 267921

Listing Agent Phone#: (910)279-6234

Listing Agent Fax#: _____

Listing Agent E-mail: sventura@intracoastalrealty.com

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ACKNOWLEDGMENT OF RECEIPT OF MONIESSeller: Joseph Brian West, Allison R. West, Sarah Ellen West ("Seller")Buyer: Whitney Gonzalez, Allan McVay ("Buyer")Property Address: NC Highway 133, Rocky Point, NC 28457 ("Property")☐ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: Intracoastal Realty Corp

By: _____

(Signature)

Summer Ventura

(Print name)

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

Joseph Brian West

Date: _____

Seller: _____

(Signature)

Allison R. West, Sarah Ellen West☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Intracoastal Realty Corporation

By: _____

(Signature)

(Print name)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Intracoastal Realty CorporationTime: _____ ☐ AM. ☐ PM

By: _____

(Signature)

(Print name)



ADDITIONAL PROVISIONS ADDENDUM

Property: **NC Highway 133, Rocky Point, NC 28457**

Seller: **Joseph Brian West, Sarah Ellen West, Allison R. West**

Buyer: **Whitney Gonzalez, Allan McVay**

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract - Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

1. **EXPIRATION OF OFFER:** This offer shall expire unless unconditional acceptance is delivered to Buyer on or before ☐ AM ☐ PM, on , **TIME BEING OF THE ESSENCE**, or until withdrawn by Buyer, whichever occurs first.
2. **x** (To be used with Offer to Purchase and Contract Form 2-T only) **SEPTIC SYSTEM INSTALLATION/MODIFICATION:** As a part of the Buyer's Due Diligence, Buyer intends to obtain an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other ground absorption sewage system for a 4 bedroom home. Except for the costs for clearing the Property, all costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer unless otherwise agreed. Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections by no later than **January 6, 2023**

NOTE: Insert a date that will allow testing to be completed prior to the end of the Due Diligence Period.

3. **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property shall be conveyed subject to existing leases and/or rights of tenants. Seller shall deliver to Buyer on or before , true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any.

NOTE: Insert a date that will allow review to be completed prior to the end of the Due Diligence Period.

Any security deposit held in connection with any lease(s) shall be transferred to Buyer at Settlement and otherwise in accordance with North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-54). Seller ☐ will ☐ will not transfer to Buyer any pet fee/deposit at Settlement.

NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

4. **x** **AGREED-UPON REPAIRS AND/OR IMPROVEMENTS:** Seller agrees, prior to Settlement Date and at Seller's expense, to complete the following items: **This offer is contingent upon the seller/owner of the subject property, denoted by parcel # 3224-23-3126-0000, to establish a deeded access easement to the subject property with a minimum width of 12' and length long enough to access the property via Highway 133, entry onto parcel 3224-23-5160-0000, across 3224-23-4127-0000 and onto parcel 3224-23-3126-000. (See Addendum B for reference map). Proposed access easement shall be across land suitable for access by car or truck and shall be put into writing by acceptance of offer, and approved by buyer prior to recordation. Should seller/owner be unable to provide deeded access suitable to the buyer's needs, the buyer shall be entitled to a full refund of the earnest money even after the due diligence period is completed. Seller agrees to pay attorneys fees as well as survey fees to establish this easement.**

Continued... See Addendum Repairs and/or Improvements items 1

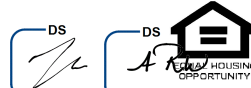
Buyer shall have the right to verify, prior to Settlement, that the above items have been completed in a good and workmanlike manner.

Page 1 of 2



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Buyer Initials WG AM Seller Initials JS AS



STANDARD FORM 2A11-T
Revised 7/2020
© 7/2022

5. _____ **MANUFACTURED (MOBILE) HOME:** The Property shall include the following manufactured (mobile) home(s) located on the Property: VIN(s): _____ or ☐ VIN(s) unknown Other description (year, model, etc.): _____
6. _____ **POOL/SPA INSPECTION/PREPARATION:** Any pool/spa inspection(s) Buyer may choose to conduct shall be at Buyer's expense in accordance with the Contract. Any costs associated with putting the pool/spa in operable condition so that it may be properly inspected (including but not limited to pool/spa cover removal, filling pool/spa with water, operating electricity and filtration system) and any costs associated with any necessary re-winterizing of the pool/spa following any inspection(s), shall be the responsibility of ☐ Seller ☐ Buyer (if neither box is checked, Buyer shall be responsible).

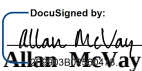
IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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.

Date: 11/29/2022

Buyer:  Whitney Gonzalez

Date: 11/29/2022

Buyer:  Allan McVay

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

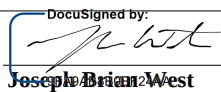
By: _____

Name: _____
Print Name

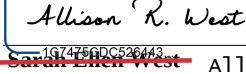
Title: _____

Date: _____

Date: 12/3/2022

Seller:  Joseph Brian West

Date: 12/3/2022

Seller:  Allison R. West
~~Sarah Ellen West~~ Allison R. West

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

ADDENDUM

PROPERTY: NC Highway 133, Rocky Point, NC 28457

1) Repairs and/or Improvements items

Additionally, the owner will apply for a "Special Use Permit" with Pender Co. to construct a steel workshop structure of approximately 40'x 60" on the property, specifications to be provided after offer acceptance. Buyer agrees to pay expenses for the permit. Should the owner be unable to obtain the "Special Use Permit" for the structure prior to the closing date and any extensions agreed upon in this Offer to Purchase and Contract, the owner will refund the buyer's earnest money deposit in full.

Also, the owner will participate in the application for a soil evaluation test (Perc Test) to be paid for by the buyer.

Date: 11/29/2022

DocuSigned by:

Whitney Gonzalez
Signature

Date: 12/3/2022

DocuSigned by:

[Signature]
Signature

Date: 11/29/2022

DocuSigned by:

Allan McVay
Signature

Date: 12/3/2022

DocuSigned by:

Allison R. West
Signature

Addendum



REQUEST FOR BOARD ACTION

ITEM NO. SUP 2023-41

DATE OF MEETING: March 13, 2023

REQUESTED BY: Daniel Adams – Planning & Community Development Director

SHORT TITLE: Resolution Requesting Approval of a Special Use Permit for Artisan Manufacturing.

BACKGROUND: Allan McVay, applicant, on behalf of Joseph Brian West, owner, is requesting the approval of a Special Use Permit for Artisan Manufacturing to allow for the design, modification and crafting of custom artisan wood furniture, shelving and cabinetry within an approximately 2,400 square foot metal building. The use is proposed within the RP, Residential Performance zoning district. The subject property is located on NC Highway 133 approximately 1000 feet west of the intersection of NC Highway 133 and Cheshire Rd in the Rocky Point Township and may be further identified by PIN 3224-23-2136-0000.

SPECIFIC ACTION REQUESTED: To hold a public hearing and consider the approval of a Special Use Permit for Artisan Manufacturing.

RESOLUTION FOR SUP 2023-41

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On March 13, 2023, the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit Application, 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: George ____ McCoy ____ Groves ____ Newton ____ Fletcher-Hardee ____

Jacqueline A. Newton, Chairwoman Date

ATTEST Date
Clerk to Board

County Seal: