



Pender County

Agenda

Board of County Commissioners Meeting
Monday, October 18, 2021 @ 4:00 PM
Hampstead Annex
15060 US Highway 17, Hampstead, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	PUBLIC HEARING		
6.	PUBLIC INFORMATION		
6.1.	Pender County Fire and EMS System Review Pender Fire and EMS Study - Pdf	Fitch and Associates, LLC	5 - 74
7.	PUBLIC COMMENT		
8.	CONSENT AGENDA		
8.1.	Approval of a Purchase Order to Courthouse Computer Systems for Recording Software FY 21/22 \$40,000.00 Courthouse Software Agreement - Pdf	Willoughby	75 - 83
8.2.	Acknowledge Introduction to the PCU Emergency Response Plan PCUEmergencyResponsePlanIntroduction - Pdf	Keel	85 - 90
8.3.	Approval of Purchase Order to Dell Financial Services in the Amount of \$46,200.00 for the Lease Purchase of Computer Hardware. Dell lease FY 21-22 - Pdf	Cutler	91 - 104
8.4.	Approval of the Board of Commissioner Meeting Minutes October 04, 2021 BOCC Meeting Minutes October 04, 2021 - Pdf	Cline	105 - 112
9.	APPROVALS AND RESOLUTIONS		
9.1.	Resolution in appreciation of Wilmington Area Rebuilding Ministry WARM WARM Resolution - Pdf	Chairman	113 - 114
9.2.	Settlement and Order of Collections Tax Collection - Pdf	Pound	115 - 124
9.3.	Approval of Contract with Wood Engineering for Management of Demolition, Decommissioning Former BASF/TAKEDA Property Wood Environment and Infrastructure Solutions, Inc - Pdf	McEwen	125 - 139
9.4.	Approval of Moseley Architectural P.C. contract for Pender County Law Enforcement Center	McEwen/Cutler	141 - 170

[Moseley Contract - Pdf](#)

- | | | | |
|------|--|--------|--------------|
| 9.5. | Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of \$105,778.20 for the Lease Purchase of Portable and Mobile Radios. | Cutler | 171 -
187 |
|------|--|--------|--------------|

[Motorola Lease# 24978 year 1 payment - Pdf](#)

- | | | | |
|------|--|-------|--------------|
| 9.6. | Approval of a Purchase Order to Calgon Carbon for \$123,446 for the replacement of Granular Activated Carbon (GAC) in contactors #1 and #2 at the Pender County Water Treatment Plant. | Colon | 189 -
197 |
|------|--|-------|--------------|

[Approval of a Purchase Order to Calgon Carbon for \\$123,446 for GAC replacement at WTP. - Pdf](#)

10. DISCUSSION

11. APPOINTMENTS

- | | | | |
|-------|---|-------|--------------|
| 11.1. | Approval of an Appointment to the Pender County Tourism Development Authority | Cline | 199 -
201 |
|-------|---|-------|--------------|

[Charles Strickland II Application - Pdf](#)

- | | | | |
|-------|--|-------|--------------|
| 11.2. | Approval of an Appointment to the Pender County Advisory Board of Health | Cline | 203 -
206 |
|-------|--|-------|--------------|

[Elizabeth Caveness Application - Pdf](#)

12. MAPLE HILL WATER AND SEWER DISTRICT

13. ROCKY POINT WATER AND SEWER DISTRICT

14. SCOTTS HILL WATER AND SEWER DISTRICT

15. MOORES CREEK WATER AND SEWER DISTRICT

16. CENTRAL PENDER WATER AND SEWER DISTRICT

17. PENDER COUNTY BOARD OF HEALTH

18. SOCIAL SERVICES BOARD

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

20. CLOSED SESSION (IF APPLICABLE).

21. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

- | | | | |
|-------|--|-------|--------------|
| 21.1. | Resolution Requesting Approval of a Zoning Map Amendment from RA, Residential Agricultural to RP, Residential Performance. | Smith | 207 -
260 |
|-------|--|-------|--------------|

[REZONE 2021-25 - Pdf](#)

- | | | | |
|-------|---|-------|--------------|
| 21.2. | Resolution Requesting Approval for a Special Use Permit for a Family Dollar Store | Smith | 261 -
281 |
|-------|---|-------|--------------|

[SUP 2021-22 - Pdf](#)

- | | | | |
|-------|---|-------|--------------|
| 21.3. | Resolution Requesting Approval of a Special Use Permit for Cottage Occupation/Artisan Manufacturing | Smith | 283 -
311 |
|-------|---|-------|--------------|

[SUP 2021-21 - Pdf](#)

- | | | | |
|-------|---|--------|--------------|
| 21.4. | Pender County Collector Street Plan 2021 Update | Henley | 313 -
372 |
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[Pender County Collector Street Plan - Pdf](#)

22. ADJOURNMENT



Pender County Pender County Fire and EMS System Review

TO: Board of County Commissioners
FROM: Fitch and Associates, LLC
DATE: October 18, 2021
SUBJECT: Pender County Fire and EMS System Review

SUMMARY:

Pender County engaged Fitch and Associates (FITCH) to objectively assess and benchmark the performance of the county's fire and emergency medical services (EMS) programs. This system evaluation, from a high-level perspective, considers all current providers in the system – including fire districts & towns providing services with career personnel, volunteers, and through the use of Pender EMS & Fire, a 501(c)3. We objectively measured performance with a number of statistical analyses and considered deployment alternatives employing GIS modeling. We further assessed the current administrative and financial practices of the system. Each of these were considered in the development of alternative, implementable opportunities for operational and organizational efficiency, effectiveness, improvement, and long-term sustainability based on modern best practices and the unique characteristics within the County. The report is constructed with four components. Section 1 is this executive summary, intended to provide a high-level overview of significant observations and findings from which specific recommendations and alternative system designs are based. Section 2 is a summary PowerPoint which compliments the Section 1 executive summary. Section 3 is the detailed statistical analysis of data reflecting system workload and performance measures, while Section 4 offers a GIS perspective on fire and EMS demand, demographics information, and alternative deployment options based on desired levels of performance.

August 2021

Summary Report



Pender County Fire and EMS System Review Pender County, NC

Prepared by:



FITCH & ASSOCIATES, LLC

2901 Williamsburg Terrace #G ▪ Platte City ▪ Missouri ▪ 64079

816.431.2600 ▪ www.fitchassoc.com

CONSULTANT REPORT

PENDER COUNTY, NORTH CAROLINA FIRE & EMS SYSTEM EVALUATION

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As previously discussed, the County must receive, and review budgets created by Pender EMS & Fire, levy the needed taxes, and account for their receipt and expenditure. As it stands, the County maintains very little control over the budget presented and administered by PEF. Concurrently, Pender EMS & Fire employs their own accounting for receipt and expenditure of funds, handle their own payroll, purchases their own commodities, etc. Given the nature of the current system where public dollars are levied and provided to a private contractor, it would be advisable for the County to assume greater control over the budget process to ensure the efficacy and validity of public fund expenditures. Further, this annual process should be rooted in a performance-based contract that provides for annual cost escalation caps. This would ensure the County is able to maintain long range financial planning related to its contractor costs.	56
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SECTION 1: EXECUTIVE SUMMARY

Executive Summary of Observations and Recommendations

Overall, the Pender County fire and emergency medical services system is performing well. It is clear that the system has dedicated and talented people and organizations providing the services. The study did not find any specific service-related challenges that are not typically observed in other similarly situated rural county operations. The level of investment in the service delivery programs is robust to many comparators. This is illustrative of the maturity of the system as a whole and the Pender County governing board's commitment to emergency services.

Pender County is experiencing a natural evolutionary moment, or growing pain, in the maturation of the system as costs are rapidly escalating from a historically volunteer system to staffed models. The need and/or desire to have enhanced transparency and accountability of the public funds is necessary at this stage of the system evolution in order to ensure long-term sustainability. Therefore, much of the overarching themes in this report is intended to provide greater accountability and transparency for the County.

Pender EMS and Fire, Inc. has provided excellent services, and through organic evolution, has assumed fire suppression responsibilities when requested. Today, all of the EMS services and the majority of the fire suppression provision is provided by Pender EMS and Fire, Inc. However, this historical and organic system growth has benefited from a blending of restricted funds to where EMS is subsidizing fire suppression services. To be clear, this report does not suggest any criticism in the operations of Pender EMS and Fire, but rather that the blending of restricted dollars is not well-aligned with legal interpretations on the use of restricted funds. Therefore, a recommendation for a county-wide taxing strategy that would address concerns of restricted funds, permit increased policy alternatives for Pender County, and provide greater fiscal efficiency is posited.

Another natural progression of a collective of independent fire districts, fire departments, and an EMS department has created excess capital facilities and apparatus when examined through the aggregated county lens. Therefore, recommendations are offered to provide an enhanced regional approach to sharing resources, reserves apparatus, and the encouragement of separate governing bodies to collaborate on facilities where appropriate in the future.

Operational recommendations were offered to incrementally realign resource allocation decisions to areas of the greatest need. For example, it was recommended that an additional ambulance is placed in service to incrementally improve response time and better manage EMS workload.

An assessment of the option of the County assuming services from Pender EMS and Fire, Inc. was evaluated. At a high level, the County is well positioned to assume services under any one of three configurations from status quo to a lean option that reduces the fire suppression

subsidy challenge. The County could provide the services with savings between approximately \$100k and \$1.3m annually.

If the County elects to maintain the current configuration, it is recommended that a performance-based contract is executed with Pender EMS and Fire, Inc. as well as the integration of much of the administrative support functions within County governance. This will assist in providing seamless policy and process oversight with all other county support functions such as human resources, payroll, accounting, budget processes, debt management, etc.

In all potential alternatives, it is recommended that the County continue with a blended service provision with Fire and EMS resources combined. The combination of the large geography and relatively low demand for services disproportionally shifts costs to readiness. Providing both EMS (highest demand) and Fire Suppression (lowest demand) introduces some efficiencies on combining missions, personnel, and capital assets.

Introduction

Pender County engaged Fitch and Associates (*FITCH*) to objectively assess and benchmark the performance of the county's fire and emergency medical services (EMS) programs. This system evaluation, from a high-level perspective, considers all current providers in the system – including fire districts & towns providing services with career personnel, volunteers, and through the use of Pender EMS & Fire, a 501(c)3. We objectively measured performance with a number of statistical analyses and considered deployment alternatives employing GIS modeling. We further assessed the current administrative and financial practices of the system.

Each of these were considered in the development of alternative, implementable opportunities for operational and organizational efficiency, effectiveness, improvement, and long-term sustainability based on modern best practices and the unique characteristics within the County.

The report is constructed with four components. Section 1 is this executive summary, intended to provide a high-level overview of significant observations and findings from which specific recommendations and alternative system designs are based. Section 2 is a summary PowerPoint which compliments the Section 1 executive summary. Section 3 is the detailed statistical analysis of data reflecting system workload and performance measures, while Section 4 offers a GIS perspective on fire and EMS demand, demographics information, and alternative deployment options based on desired levels of performance.

System Description

Pender County is the 5th largest county in North Carolina, based on its total land area of approximately 870 sq. mi. The County is overwhelmingly rural and unincorporated, with only 2.2% of the land area covered within municipal corporate limits. The unincorporated nature is further reflected in the total estimated population as of 2020 is 63,203¹. The peak seasonal population is estimated to include 26,590 overnight and 13,500-day trip visitors. In essence, this reflects a potential total service population 98,031 during peak tourist season. Future growth is expected to be significant over the next 3 decades with a projected growth of 61.9% to 93,846 by 2045. The County's housing stock is largely single family detached units (58.8%), followed by manufactured homes (35.2%) and the only a small percentage multi-unit housing (4.5%). With twice the number of workers than jobs, almost 2:1 commute outside Pender County for their work.²

The County provides centralized fire marshal services that undertake preconstruction fire plan reviews, inspections of specialized occupancies, and issues various permits as required. This function is handled under the Emergency Management Department of the County. Beyond

¹ U.S. Census. Quick Facts 2020 Census retrieved from <https://www.census.gov/quickfacts/fact/table/pendercountynorthcarolina/PST045219>.

² Derived from *Pender 2.0: Comprehensive Land Use Plan*. (2018). Accessed at <https://www.pendercountync.gov/pcd/documents-base/2018-08-20-pender-2-0-adopted-lup/> on February 22, 2021

these centralized functions, other administrative tasks are left to be handled by individual fire and EMS service providers – including procurement of capital equipment, apparatus, and determination of fire station locations. With the exception of potential fire station locations, it was also noted that there was little to no centralized, coordinated effort towards strategic planning or training from a regional perspective. Overall, this lack of centralized administrative support functions introduces inefficiencies into the current system.

EMS services are provided on a countywide basis through a 501(c)(3) called Pender EMS & Fire, Inc. that provides all EMS transport services within the geographic county as well as specialized services including hazardous materials, swift water rescue, dive team, tactical medic services, and a medical assistance team. Pender EMS & Fire is the sole provider of emergency transport services.

Pender EMS & Fire Inc. is additionally the largest provider of fire suppression services in the county. As such they have purchased and currently pay debt service for capital equipment, including apparatus, as well as undertaking current planning efforts toward secure financing for new fire station construction. While admirable in their support for the direct provision on emergency services, this framework where a non-governmental provider increasingly appears to own essential capital equipment and facilities is a bit unusual – especially since the County provides the financial support through ad valorem taxation. This arrangement arguably injects risk into the overall efforts of Pender County to ensure ongoing provision of essential emergency services in an effective and efficient manner. An example of that increased risk became apparent during this project. Requests for certain information had to be re-directed to Pender EMS & Fire, as the County had limited information or understanding on some details. In addition, as Pender EMS & Fire is responsible for all payroll, procurement, and other administrative support themselves, Pender County is not able to directly access transactional information. With the use of public funding for provision of these services, the lack of transparency is an issue that should be addressed.

Pender EMS & Fire works closely with other agencies within the County. This includes the Union Volunteer Rescue Squad with whom Pender EMS & Fire provides paramedic staff and equipment; Surf City Fire and Rocky Point Fire both of whom respond to the most medically acute EMS calls within their respective areas. Pender EMS & Fire provides services in both Maple Hill and Penderlea as well. In addition, Pender EMS & Fire partners with the Sheriff's Office to provide tactical medics for their special response team.

Pender EMS & Fire operates from various stations located throughout the county. Some are staffed with only EMS related units, either advanced life support (ALS) transport vehicles or with quick response vehicles (QRVs). At other stations Pender EMS & Fire provides staffing for fire suppression units as well. This includes engines, tankers, and brush trucks; one which also has ALS capabilities. Stations, staffing, and associated capabilities of Pender EMS & Fire are reflected in the table below.

Table 1: Pender EMS & Fire Stations

Station Number	Staffing	Capability/Apparatus
1	4	Administration/ALS Transport/ Heavy Rescue
4	2	ALS Transport
5	2	ALS Transport
7	3	ALS Transport/ALS Supervisor QRV
8	3	3-person ALS Engine QRV
9	2	ALS Transport
14	5	3-person BLS Engine/ALS Transport
16	6	4-person BLS Engine/Ladder/Heavy Rescue/ALS Transport
17	3	3-person BLS Engine
18	3	3-person BLS Engine
21	4	4-person Fire Engine
23	2	ALS Transport
28	4	3-person Engine/Fire-BLS Supervisor QRV
29	3	2-person Engine/Ladder/ALS QRV

While Pender EMS & Fire does provide EMS service for the entire geographic area of Pender County, they may not operate from certain stations of various towns or fire districts. The following table reflects other stations within Pender County not utilized by Pender EMS & Fire.

Table 2: Non-Pender EMS & Fire Stations

Station Number	Town / Fire District	Staffing
15	Burgaw	3 daytime/1 night + volunteers
11	Atkinson	2 daytime M-F + volunteers
19	Shiloh	2 daytime + Volunteers
25	Surf City	3-person Engines 24/7 + volunteers
22	Rocky Point	3 daytime/1 night + volunteers
23	Surf City	3-person Engine 24/7 + volunteers
13	Maple Hill	All Volunteer
n/a	Topsail	1 24/7, Fire Chief, + volunteers

Current Workload & Performance

The following discussion highlights high level workload and performance of the entire system based on data from July 1, 2018 through June 30, 2019. CAD data used for this analysis was problematic, and a more detailed discussion of methodology and more extensive analyses of data can be found in Section 3 of this report. Specific issues were found with the manner in which CAD data is captured – compartmentalizing agency data in such a manner as to result in a significant number of duplicate records which had to be identified and removed from statical analysis. In addition, a significant number of CAD records were missing essential timestamps, thereby reducing the reliability of certain reported performance. This further resulted in EMS reports missing essential timestamps. Overall, these issue result in challenges for the County to assess performance in the system. A recommendation related to 911 dispatch and CAD records is made elsewhere in this report.

We utilize two distinct measures in this report—call volume and workload. Number of requests for service are defined as “incidents” or “calls” (i.e., call volume). Call volume reflects the number of times a distinct incident was created involving one or more Pender County units, and/or calls received in Pender County’s jurisdiction. “Responses” are the number of times that an individual unit (or units) responded to a call (i.e., workload). Overall, the system had 11,359 incidents in 2018-2019. This included 8,736 EMS incidents, and 2,454 fire related incidents. The remainder were related to hazardous materials and specialized rescue calls. A more detailed breakdown is reflected in the table below.

Table 3: Number of Incidents by Call Category

Within Pender County Jurisdiction			
Call Category ¹	Number of Calls	Average Calls per Day	Call Percentage
Agency Assist - EMS	271	0.7	2.4
Cardiac and Stroke	1,164	3.2	10.2
Difficulty Breathing	862	2.4	7.6
Fall and Injury	1,763	4.8	15.5
Illness and Other	2,428	6.7	21.4
Mutual Aid	22	0.1	0.2
MVA	976	2.7	8.6
Overdose and Psychiatric	397	1.1	3.5
Seizure and Unconsciousness	748	2	6.6
Standby	19	0.1	0.2
Transfer	86	0.2	0.8
EMS Total	8,736	23.9	76.9
Agency Assist - Fire	45	0.1	0.4
Agency Assist - Law	541	1.5	4.8
Agency Assist - Other	8	< 0.1	0.1
Fire Alarm	365	1	3.2
Fire Other	609	1.7	5.4
Mutual Aid	73	0.2	0.6
Outside Fire	256	0.7	2.3
Service Call	304	0.8	2.7
Standby	2	< 0.1	< 0.1
Structure Fire	187	0.5	1.6
Vehicle Fire	64	0.2	0.6
Fire Total	2,454	6.7	21.6
Hazmat Total	62	0.2	0.5
Rescue Total	107	0.3	0.9
Total	11,359	31.1	100

As reflected in the table below, the number of responses (or individual vehicle movements) equal 21,476. Overall, an average of 1.9 vehicles were assigned to each individual incident. Specific analysis of this is reflected in the table below.

Table 4: Response Volume by Program – Pender County Units

Jurisdiction	Program	Number of Calls	Number of Responses	Average Responses per Call	Average Calls per Day	Average Responses per Day
Within Pender County	EMS	8,711	16,179	1.9	23.9	44.3
	Fire	2,388	4,862	2.0	6.5	13.3
	Hazmat	62	92	1.5	0.2	0.3
	Rescue	106	343	3.2	0.3	0.9
	Total	11,267	21,476	1.9	30.9	58.8

When evaluating response time in fire and EMS systems, it is standard to undertake such analysis employing an analysis of the 90th percentile. This statistical technique reflects that 90 times out of 100 the agency will perform at or better than the reported 90th percentile performance. The table below takes overall response time and reports it based on constituent parts, by program area.

Table 5: 90th Percentile Performance Times by Program – First Arriving Pender County Units³

Jurisdiction	Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size ¹
Within Pender County	EMS	3.6	4	12.2	16.7	8,103
	Fire	7.9	3.3	11.6	17.3	2,031
	Hazmat	11.6	2.9	9.5	20.5	56
	Rescue	21.2	3.6	17.6	29.4	79
	Total	4.3	3.9	12.1	16.8	10,269

Dispatch Considerations

It is recognized that dispatch services for fire and EMS are provided jointly with the county sheriff's department. However, in assessing performance, it is important to note the significant differences in requirements for dispatching law enforcement and those of the other public safety services. Most prominent, is that a much higher percentage of a fire and EMS responses require an urgent sensitivity to time. Law enforcement typically does not have the same emphasis for a timely dispatch of a call for service, except in a very small number of circumstances. Based on this difference between law enforcement versus fire and EMS services, and more specifically the performance reported in the table above, any evaluation of fire and EMS services must carefully consider dispatch and turnout performance. Dispatch time – that component from when the 911 call is received until an appropriate unit is dispatched – have national recommendations that suggest dispatching fire and EMS units within 60

³ Sample sizes reflect the number responses made by first arriving primary front-line units assigned to Pender County; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be smaller.

seconds.⁴ However, numerous studies typically suggest most agencies maintain a 90th percentile performance in the range of 1:30 to 1:45. The County current performance does not align well with either the recommended target of 60-seconds or the experience seen in comparable systems elsewhere.

Turnout Time Considerations

Turnout time – that component between when a unit is dispatched, and that unit then begins moving to the emergency incident location – also reflects variance from both national recommendations and actual performance seen elsewhere. NFPA 1710 suggest that personnel at *staffed* facilities should be enroute to the incident scene within 60 seconds for EMS calls and 80 seconds for all other call types.⁵ With the current system design, it is somewhat unexpected to report turnout times of 4 minutes for EMS related incidents, especially since most of these responses are with career personnel responding from fixed stations. Similar to above, actual performance seen in comparable systems utilizing career staff often reflect turnout times close to 1:45 at the 90th percentile. In systems utilizing volunteer personnel, turnout times are often elongated as volunteers must respond from home or work to the fire station, assemble a crew for the appropriate vehicle, and then begin their response. The fact that the reported turnout time is shorter for fire related incidents than EMS calls does raise questions on the processes being used or how the data is being captured.

It is unclear whether the reported 4.3 minutes for dispatch time and 3.9 minutes for turnout time accurately reflect current performance, or if system process issues within the dispatch center may be artificially inflating either, or both, of these components. With reported performance of 8.2 minutes for dispatch and turnout times combined, and a reasonable assumption of 2 minutes for each, or 4 minutes total as a target, a detailed study of the dispatch system would likely offer valuable information to improve performance in these two areas. When considered in the context that time saved is getting units responding to emergency calls allows a community to make smaller investments in the number of stations and units, the value of improving dispatch and turnout performance would be arguably considerable. Accordingly, the County should undertake a detailed review of the dispatch and turnout processes to better identify opportunities for improvement including the identification of limits of system components such as the CAD. Notwithstanding these first two components, the use of combination and volunteer staffing, protecting a largely rural area, the overall travel time component – the interval from when a unit begins response until arrival at the emergency location – aligns well with the national experience and recommendations.

⁴ National Fire Protection Association. (2020). NFPA 1710: Standard for the Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Quincy, MA: National Fire Protection Association.

⁵ Ibid

RECOMMENDATION: Pender County should carefully examine reported call-processing times, and turnout times related primarily to EMS and staffed fire facilities.

RECOMMENDATION: Pender County should consider a full study of the 911 and dispatch system related to Fire and EMS. This should include identifying processes for achieving a target for maximum call-processing times of 2-minutes at the 90th percentile, and maximum 2-minutes at the 90th percentile for turnout times for career staffed Fire and EMS units. A review of the current CAD and its configuration related to fire and EMS records should also be included in this recommended study.

Travel Time Considerations - Comparison to National References

There are three notable references for travel time available to the fire service – National Fire Protection Association (NFPA) 1710⁶ related to career fire departments; NFPA 1720⁷ which covers volunteer and combination departments; and the Commission on Fire Accreditation International (CFAI)⁸.

NFPA 1710 suggests a 4-minute travel time at the 90th percentile for first due arrival of Basic Life Support (BLS) and fire incidents. NFPA 1720 suggests travel times based on population density, with 8 minutes for urban densities, 9 minutes for suburban areas, and 13 minutes for rural areas. Finally, CFAI recommends a 5 minute and 12 seconds travel time for first due arrival in an urban/suburban population density and 13-minutes in a rural population density. The arrival of an Advanced Life Support (ALS) unit is recommended at 8 minutes travel time by NFPA 1710. It is important to note that the latest edition (9th edition) of the CFAI guidelines have de-emphasized response time and only reference the legacy standards with a separately provided companion document⁹. Given the existing overall 90th percentile travel time of 12.1 minutes, we modeled system performance at the existing 12-minute travel time.

Based on the above discussion, the County should consider articulating a specific performance target for travel time. Using a 13-minute travel time consistent with NFPA 1720 and CFAI, or 12 minutes as the system currently performs are both reasonable. The choice of performance

⁶ National Fire Protection Association. (2010). NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. Boston, MA: National Fire Protection Association.

⁷ National Fire Protection Association. (2020). NFPA 1720 - *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*. Boston, MA: National Fire Protection Association.

⁸ CFAI. (2009). *Fire & emergency service self-assessment manual*, (8th ed.). Chantilly, Virginia: Author. (page 71)

⁹ CFAI. (2016). *Fire & emergency service self-assessment manual*, (9th ed.). Chantilly, Virginia: Author.

targets, which are clearly a policy decision of the County, will allow clarity in the planning assumption to address future growth and performance.

RECOMMENDATION: The County should consider articulating a specific response time goal for use in system evaluation and planning.

Geographic Distribution of Calls and Modeling of Alternatives

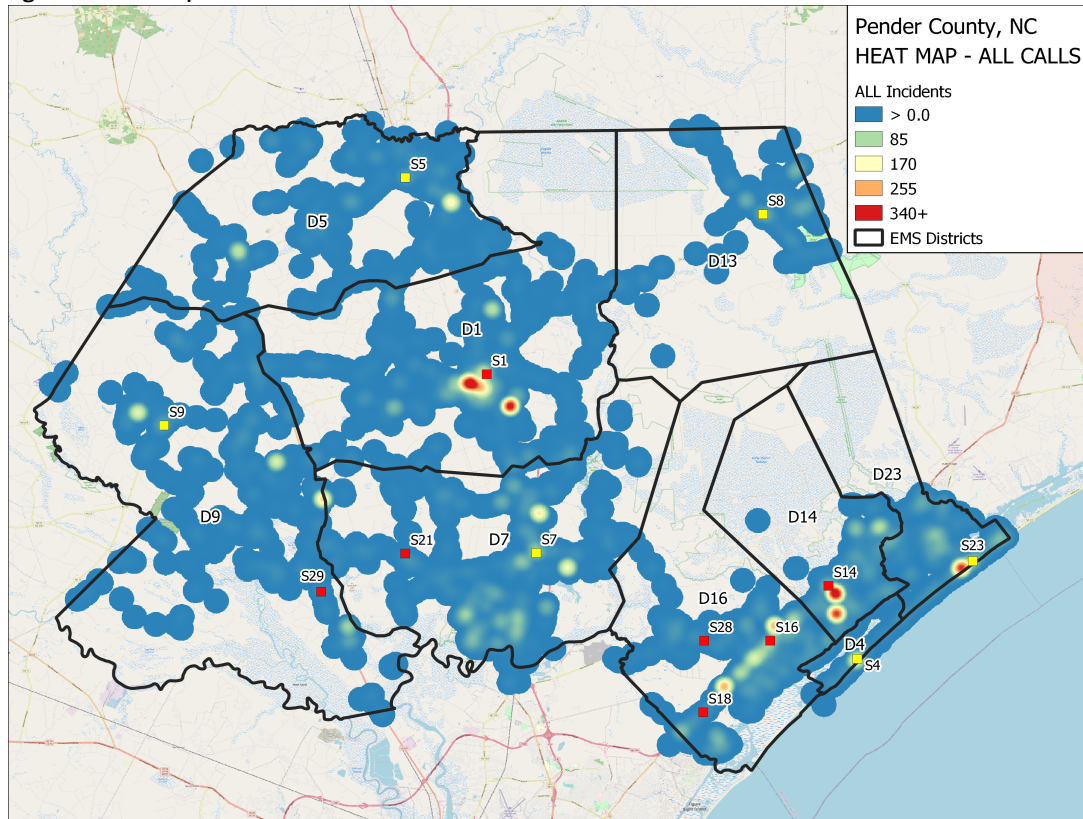
A summary of GIS information is presented in this section. A more detailed and robust assessment and modeling of the system can be found in Section 4 of this report.

Distribution of Demand by Program Areas

The system as a whole, has a relatively low demand as judged from the number of resources available. In large part, this is representative of the mostly rural nature of the county.

Heat maps were created to identify the concentration of the historic demand for services overall and by program area (i.e., EMS, fire, hazmat, and rescue). The following map reflects overall demand for all types of incidents across all service providers. The blue areas have the lowest concentration of demand, while the dark red areas have the highest concentration of demand – reflecting greater than 340 calls per year.

Figure 1: Heat Map for All Calls



Understanding the current geographic distribution of calls, the first step in modeling of alternatives is an analysis employing historical performance to validate the planning analyses utilized by the GIS system. Given the overall 90th percentile travel time of 12.1 minutes, a 12.2-minute travel time at the 90th percentile for EMS related incidents, and an 11.6-minute travel time at the 90th percentile for fire related incidents, a 12-minute travel time was used to reflect the current countywide performance.

12-Minute Travel Time

The planning assessments estimated 90.82% risk coverage by the current 19 stations within 12 minutes travel time, although two of the stations would not cover any additional risk at that travel time. Thirteen stations could cover 90.14% of the risk for all calls at a 12-minute travel time. This reflects that under the current station locations, the last 6 stations add little value to meeting the 12-minute travel time target – only contributing less than 1%. Overall, this assessment reflects a strong alignment between historical performance and the GIS analysis. In addition, it highlights opportunities for a more effective and efficient deployment when evaluating the current location of calls and fire and EMS units compared to the table below.

Table 6: Marginal Station Contribution for 12-Minute Travel Time – All Calls

Rank	Station	Station Capture	Total Capture	Percent Capture
1	S14	2,978	2,978	27.02%
2	S15	2,721	5,699	51.71%
3	S21	1,135	6,834	62.00%
4	S23	693	7,527	68.29%
5	S17	490	8,017	72.74%
6	S13	372	8,389	76.11%
7	S16	345	8,734	79.24%
8	S11	328	9,062	82.22%
9	S4	239	9,301	84.39%
10	S29	236	9,537	86.53%
11	S7	234	9,771	88.65%
12	S18	119	9,890	89.73%
13	S19	45	9,935	90.14%
14	S25	31	9,966	90.42%
15	S5	26	9,992	90.66%
16	S28	10	10,002	90.75%
17	S1	8	10,010	90.82%
18	S22	0	10,010	90.82%
19	S9	0	10,010	90.82%

When evaluating geographic dispersal of calls against resource locations, there is a generally strong degree of alignment. Nonetheless, based on the marginal utility model above, some adjusted resource deployments are presented within the Alternative Delivery Models presented below.

Financial Analysis

Fire services in Pender County are provided through a variety of different sources and methods. Some communities (e.g., Surf City, Topsail Beach, and Burgaw) each have their own fire departments, with a concurrent level of funding handled by those towns. Pender County government employs 12 separate taxing districts for the special purpose of funding fire services – mostly in unincorporated areas of the County. Of these 12 fire districts, Pender EMS & Fire directly provides fire services for four of the fire taxing districts through agreement with Pender County government. In addition, they also provide supplemental staffing to two other fire districts. Three of the taxing fire districts provide funding to Burgaw Fire, Surf City Fire, or Wallace Fire (in Duplin County) to provide coverage to adjacent unincorporated areas. The remaining three fire districts rely solely on volunteer personnel. While these fire taxing districts provide the majority of funding, the County does provide General Fund transfers to four fire districts to facilitate daytime staffing for these areas. The following table summarizes this information.

Table 7: Tax Districts, Rates, and Revenues

Fire Districts	Tax Rate / \$100 Valuation	Total 2020 Estimate Tax Base	Budgeted Tax Revenues	County GF Transfer
Pender Central ¹⁰	\$ 0.0900	\$ 365,699,229	\$ 306,630	
Sloop Point ¹¹	\$ 0.0950	\$ 1,760,843,497	\$ 1,604,782	
Maple Hill ¹²	\$ 0.0700	\$ 109,583,168	\$ 68,249	\$ 175,000
Rocky Point	\$ 0.0875	\$ 632,462,659	\$ 524,417	
Long Creek Grady ¹³	\$ 0.1100	\$ 398,323,511	\$ 408,628	
Shiloh	\$ 0.1000	\$ 151,792,344	\$ 139,218	\$ 125,000
Penderlea ¹⁴	\$ 0.1000	\$ 286,652,889	\$ 263,135	\$ 318,548
Atkinson ¹⁵	\$ 0.0700	\$ 229,969,176	\$ 143,024	\$ 125,000
Hampstead ¹⁶	\$ 0.0950	\$ 961,423,621	\$ 878,400	
Scotts Hill ¹⁷	\$ 0.0950	\$ 248,210,086	\$ 228,578	
Northeast Pender ¹⁸	\$ 0.1000	\$ 286,108,790	\$ 265,385	
Penderlea Duplin ¹⁹	\$ 0.0470	\$ 27,444,108	\$ 11,535	
Total		\$ 5,458,513,078	\$ 4,841,981	\$ 743,548²⁰

¹⁰ Paid to Burgaw FD for covering adjacent unincorporated area in Pender County

¹¹ Served by Pender EMS & Fire

¹² Supplemental staffing provided thru Pender EMS & Fire

¹³ Served by Pender EMS & Fire

¹⁴ 1) Supplemental staffing provided thru Pender EMS & Fire. 2) Budget document reflected \$240,553 transfer from GF - updated per Meg Blue

¹⁵ Budget document reflected \$15,000 transfer from GF - updated per Meg Blue

¹⁶ Served by Pender EMS & Fire

¹⁷ Served by Pender EMS & Fire

¹⁸ Paid to Surf City for covering adjacent unincorporated area in Pender County

¹⁹ Paid to Wallace FD in Duplin County for covering adjacent unincorporated area in Pender

²⁰ The transfers to fire district equate to a tax rate of 0.00995227

Pender EMS & Fire

Pender EMS & Fire is the de facto fire and EMS service provider for Pender County government. It has a workforce of 101 personnel assigned to Fire operations and 60 assigned to EMS operations. The remaining 21 positions are allocated to administration, logistics and other support functions. Recently, Pender EMS & Fire received a SAFER grant to fund additional full-time positions, which are partially funded from these Federal funds. SAFER grants typically have a three-year term, and accordingly it is anticipated these positions will require 100% local funding within the next couple years.

Revenues and expenses for Pender EMS & Fire are summarized by major functions in the two following tables. Of specific note is the apparent use of EMS revenues to balance fire related expenditures. There are several concerns raised by this analysis. Even if all administrative and other support functions were defined as EMS expenditures, at least \$2.3 million of EMS revenues are used to balance fire related expenditures. Additionally, the apparent aggregation of all rural fire protection district tax revenues to provide services throughout the county is seemingly in conflict with the basic tenant of special district funding where tax revenues raised within a special district for a specific purpose must be used within that district for the legislatively authorized purpose.²¹ In totality, the mingling of special revenue funds between EMS and fire, and the inability to account for fire district tax dollars by district reflect a need to address the overall funding model used for service provision within Pender County.

Table 8: Pender EMS & Fire Revenues by Major Division

Source	EMS	Fire Services	Total
4202-10 · Penderlea Fire Revenue		\$ 318,548	\$ 318,548
4202-6 · Pender County Sheriff		\$ 5,000	\$ 5,000
4202-5 · Pender County Maple Hill		\$ 175,000	\$ 175,000
4202-1 · Pender County Fire Tax		\$ 3,194,619	\$ 3,194,619
4201-11 · Pender Schools 800 Mhz Radios	\$ 172,000		\$ 172,000
4201-1 · Pender County Tax Collections	\$ 7,086,354	\$ -	\$ 7,086,354
4201-4 · Patient Fees - Rescue Services	\$ 1,960,000	\$ -	\$ 1,960,000
4201-2 · Pender County Fund Balance	\$ 555,000	\$ -	\$ 555,000
4201-3 · Town of Surf City	\$ 72,000	\$ -	\$ 72,000
Total Revenues	\$ 9,845,354	\$ 3,693,167	\$ 13,538,521

²¹ See Millonzi, Kara. (2011). County Funding for Fire Services in North Carolina. UNC Chapel Hill Local Finance Bulletin No. 43

Table 9: Pender EMS & Fire Expenditures by Major Division

Category	EMS	Fire	Admin & Other	Total
Total 9805D · LEASE EXPENSE	\$ 662,058	\$ 454,577	\$ 25,000	\$ 1,141,635
Total 5300 · UNIFORMS	\$ 67,500	\$ 67,500		\$ 135,000
Total 7030 · SUPPLIES EMS & FIRE	\$ 18,750	\$ 18,750		\$ 37,500
Total 7020 · UTILITIES	\$ 48,300	\$ 48,300		\$ 96,600
Total 7010 · RENT	\$ 61,000	\$ 4,200		\$ 65,200
Total 9800D · DEBT SERVICE EXPENSE	\$ 441,970	\$ 641,138	\$ 171,454	\$ 1,254,562
Total 9955 · VOLUNTEER EXPENSES	\$ 3,500	\$ 3,500		\$ 7,000
Total 7100 · SPECIAL OPERATIONS EXP		\$ 40,000		\$ 40,000
Total 9500 · MOBILE COMMUNICATION	\$ 89,400	\$ 38,100		\$ 127,500
Total 9990 · HUMAN RESOURCES	\$ 4,325	\$ 4,325		\$ 8,650
Total 9700-01 · FIRE EQUIPMENT		\$ 10,000		\$ 10,000
Total 9960 · TRAINING & EDUCATION	\$ 23,500	\$ 32,500		\$ 56,000
Total 9970 · PUBLIC RELATIONS	\$ -		\$ 11,350	\$ 11,350
Total 9980 · PUBLIC SAFETY	\$ 7,500	\$ 30,000		\$ 37,500
Payroll Costs	\$ 3,706,428	\$ 3,705,834		\$ 7,412,261
Other Personnel Costs	\$ 380,919	\$ 386,419		\$ 767,338
Group Insurance	\$ 423,028	\$ 423,028		\$ 846,055
Total 5000 · PERSONNEL COSTS	\$ 4,510,374	\$ 4,515,280		\$ 9,025,654
Total 6000 · MEDICAL SUPPORT	\$ 209,800	\$ 36,050		\$ 245,850
Total 7000 · FACILITY COSTS	\$ 181,159	\$ 140,159		\$ 321,318
Total 8000 · VEHICLE R&M	\$ 106,000	\$ 159,000		\$ 265,000
Total 8049 · VEHICLE FUEL TOTAL	\$ 121,000	\$ 50,000	\$ 4,000	\$ 175,000
Total 9000 · ADMINISTRATIVE	\$ 101,490	\$ 63,550	\$ 131,400	\$ 296,440
Total 9100 · CONTRACT SERVICES	\$ 180,761			\$ 180,761
Total Expenses	\$ 6,838,388	\$ 6,356,929	\$ 343,204	\$ 13,538,521

As reflected above, Pender EMS & Fire's budget reflect total debt service costs of \$1,254,562, reflecting 9.3% of the overall budget (Category 9800D – Debt Service Expenses) and lease expenses of \$1,141,635 reflecting 8.4% of the overall budget (Category 9805D – Lease Expense). Together, this represents an impact of \$2.4 million in expenses and 17.7% of the total budget. The County may desire to address several issues related to these costs. First, it is unclear who holds title for specialized apparatus through this debt service – is it the County or Pender EMS & Fire itself? The most recent agreement between Pender EMS & Fire and Pender County dated August 2013 appears to indicate that upon dissolution of the Pender EMS & Fire or termination of the agreement, “any and all equipment and other assets acquired by the use

of fire district tax funding (in whole or in part) will revert to Pender County.”²² In the context of tax revenue being used to pay for capital equipment, the proper accounting of the assets themselves is an important question. Second, the significant value of lease payments indicating a deficit of facilities to provide services under the agreement, raises question regarding the long-term plans for EMS and fire facilities. In addition, the County may wish to consider alternative funding methods – both for existing and future capital expenditures – to evaluate if lower lending, lease, or other recurring costs can be achieved.

In this review, it is noted that some level of duplication exists with regard to financial records. The County must receive, and review budgets created by Pender EMS & Fire, levy the needed taxes, and account for their receipt and expenditure. Concurrently, Pender EMS & Fire employs their own accounting for receipt and expenditure of funds, handle their own payroll, purchase their own commodities, etc. These duplicative processes are inherently inefficient – and the County’s governmental structure already accomplishes these same tasks for other County departments. Economies of scale theory suggest the County’s existing systems can be leveraged to achieve greater efficiency and transparency in these administrative support functions.

RECOMMENDATION: The County should review its EMS and fire district revenues and expenditures, in light of the above analysis, to ensure compliance with applicable statutory, regulatory, or other applicable financial guidelines.

RECOMMENDATION: The County should assume direct responsibility of support functions related operation of Pender EMS & Fire. This includes County provision of services including payroll, human resources, budgeting, procurement, etc. Additional resources for the County should be secured with a charge back or cost allocation methodology to the fire and EMS tax revenue funds. This method can be expected to increase both transparency and accountability, while simultaneously costing less than existing stand-alone mechanisms.

RECOMMENDATION: The County should evaluate the legal framework, ownership, and long-term strategies regarding capital assets purchased for the provision of EMS & Fire services.

²² Fire Department Funding Agreement and Automatic Aid Agreement between Pender County and Pender EMS and Fire Inc. dated August 19, 2013.

Capital Equipment Planning

As noted previously, Pender County's growth is anticipated to exceed 60% over the next several decades. To best achieve this in a fiscally responsible manner, County leaders should ensure a framework is in place to responsibly manage future public safety needs – especially fire and EMS services.

Capital apparatus and equipment needs are handled at the department level. Each agency specifies and selects that equipment they consider most appropriate. The challenge in such a system is that little attention is paid to the effectiveness or efficiency that may be achieved from a more regional perspective. One example is the need for spare or reserve apparatus. Having a system where a station anywhere in the county could make use of reserve apparatus from a regional pool when needed, for example when a brush truck or engine requires repairs, can reduce the overall fiscal burden from having too many resources. In addition, specifying certain types of equipment or apparatus from the same vendor or with similar components will assist personnel in remaining competent to operate such specialized equipment.

There were 16 engines found in the data distributed across 11 stations – reflecting almost 1.5 engines per station. Of these, 7 engines had only single digit (9 or less) noted responses. There were 11 tankers identified distributed among 8 stations. Of these, 5 were only assigned to a single incident during the year and 2 were only assigned to 2 incidents. Only Tanker 22 was assigned to more than 5 incidents. Similarly, there were 13 brush trucks assigned to 9 stations, with 5 only being assigned to either 1 or 2 incidents during the year.

Fiscal efficacies suggest that, from a countywide perspective, opportunities exist to adjust the overall number of apparatus in order to best meet the needs of their community by assuming a regional coordination/cooperation for apparatus procurement, maintenance, and replacement. Additionally, a cooperative purchasing arrangement may find additional cost saving opportunities.

Depending on the performance target for travel time adopted by the County, opportunities also exist with regard to the required number of fire stations. While there is no recommendation to reduce existing facilities, the County should consider a regional perspective in the planning a future capital needs related to stations and apparatus. A regional perspective should consider a single set of facilities that can accommodate both fire and EMS units – regardless of provider. From a public policy perspective, taxpayers must fund capital infrastructure. When separate entities that provide services, in this analysis fire and EMS services, coordination between providers in design, construction and operations of facilities that can accommodate both is good public policy – and reduces the tax burden for citizens. Several specific examples of where these opportunities exist are reflected below when discussing the GIS analysis related to a 12-minute travel time for all call types. For existing capital facilities designed as fixed locations for fire and/or EMS units, the County's long-term perspective should include achieving direct ownership of the needed existing facilities.

The following offers more specific guidance in these two areas.

- The County should not fund any additional fire or EMS stations unless they are determined to provide the sufficient benefit in meeting adopted turnout time and travel time performance targets.
- The County should strive to increase consistency of apparatus and major equipment (i.e., self-contained breathing apparatus, bunker gear, hose, and associated appliances) to facilitate sharing reserve apparatus and equipment as may be required from time to time.
 - One method for accomplishing this goal is for the County to retain funds for capital purchases. The agency would make a request for a capital purchase to the County. The County would be able ensure consistency in specifications and conduct a competitive bidding process. If the purchase is approved, the County would execute the purchase and lease the asset to the agency.
 - Furthermore, the County could also enact a policy that any purchase over a set amount requires County approval (e.g., \$10,000) and/or an annual line-item budget approval.
 - Caution should be exercised in the issuance of new debt. Approximately 17% of the agency's budget is allocated to debt service, with a significant amount of new debt contributed to new apparatus and equipment. Cash funding when possible, will provide for greater fiscal agility in the future.
 - An inventory should be conducted annually and randomly audited by the County.
- Overall, the replacement of apparatus should consider a combination of age, mileage, and historic operational costs.
 - A recommended goal should be to have pumpers, tankers, service, and brush trucks replaced between:
 - 17-20 years old if the mileage exceeds 75,000; or
 - 20-25 years if mileage remains below 75,000; or
 - 25-30 years if mileage remains below 50,000.
 - Light apparatus replaced between 100,000 and 120,000 miles. Specialty apparatus such as command vehicles, hazardous materials units, etc. should be evaluated on a case-by-case basis and included in the capital replacement plan (CIP) as necessary. In many cases these specialized vehicles will have low use and low mileage enabling them to be safely utilized well beyond 25 years.
 - Routine preventative maintenance can safely extend the lifespans of apparatus and especially supporting vehicles, trailers, and marine vessels.
 - The County should establish an appropriate number of reserve (non-primary) apparatus for each category. For engines and ambulances, a ratio between 1:3 and 1:5 is recommended for reserve to frontline. The ratio for specialty reserve apparatus should be reduced.
 - The County may wish to consider rotating apparatus between busier and less busy stations in order to lessen the mileage impact on any one apparatus and thereby prolong its in-service life.

RECOMMENDATION: The County should engage in capital replacement planning, ensuring a regional perspective is employed to permit an effective and efficient plan for fire and EMS capital needs.

RECOMMENDATION: The County should explore options, including assumption of mortgage liabilities, in order to transfer ownership of needed fire and EMS capital facilities to the County and thereby assume direct control of this essential infrastructure.

Alternate Funding Options

The existing collage of tax districts and fire service providers introduces inefficiencies from a countywide perspective. By keeping the focus on individual tax districts – and their associated fire agency – the system requires administrative redundancies; allows duplicative efforts regarding apparatus, equipment, and training; and encourages a ‘silo’ mentality that inhibits a strategic vision for Pender County and its fire services.

Notwithstanding the above, the system has organically developed several features of a regional system – these include a single consolidated dispatch and specialty teams related to hazardous materials and other specialized technical rescue services. Such regional efforts often reflect a best practice, especially in regional or countywide systems protected by a number of fire departments. However, the ability of the County Commission to establish regional services for fire protection services is limited – in large part because of separate taxing districts which must be used separately to achieve a common objective. A better mechanism is for a single countywide tax district which would, from a practical perspective, eliminate the need for the current fire protection taxing districts.

A number of counties have increasingly elected to create a fire special district for purposes of funding services from a countywide perspective. This approach has the advantage of allowing the county to establish a strategic plan for fire services, while concurrently advance opportunities for regional shared services to be funded as best determined by the County. Existing examples of the regional shared services include 911 dispatch and the provision of specialized hazardous materials and technical rescue services.

While the County has a number of options to synchronize tax rates for provision of fire services, in the shorter-term the most advantageous would be to create a single special district for fire services pursuant to North Carolina General Statutes (G.S.).²³ How this is best legislatively handled will require legal review, however a good summary of alternatives are outlined in a

²³ County special districts are governed by G.S. Chapter 153A, Article 16.

UNC School of Government publication from 2011.²⁴ Most important, the existing collage of tax districts and fire service providers introduces inefficiencies from a countywide perspective.

As an example of an alternative special district, the table below assumes a single overall special district tax rate of 0.0935. At this rate, total revenues would approximate those generated now from the 12 separate tax districts, which would be eliminated. In this analysis, five of the existing fire taxing districts would see slight increases totaling \$158,747, while the remaining seven districts would see a decrease total \$152,204.

This analysis does not consider the current General Fund transfer of \$743,548 dollars earmarked for specific districts. A slight adjustment to the tax rate below could generate additional funding to ensure continuation of those additional services contemplated in the transfers. In addition, the County could consider funding of specialized services described above through the use of the special district alternative presented here, or through transfers from the General Fund. Each of these alternatives is a policy question for the County to consider.

Table 10: Optional Single Special District for Fire

Fire Districts	Current		Alternative		Variance from Current Budgeted
	Tax Rate / \$100 Valuation	Budgeted Tax Revenues	New Special District Rate	Estimated New Tax Revenues	
Pender Central	0.0900	\$ 306,630	0.0935	\$ 324,832	\$ 18,202
Sloop Point	0.0950	\$ 1,604,782	0.0935	\$ 1,564,069	\$ (40,713)
Maple Hill	0.0700	\$ 68,249	0.0935	\$ 97,337	\$ 29,088
Rocky Point	0.0875	\$ 524,417	0.0935	\$ 561,785	\$ 37,368
Long Creek Grady	0.1100	\$ 408,628	0.0935	\$ 353,811	\$ (54,817)
Shiloh	0.1000	\$ 139,218	0.0935	\$ 134,830	\$ (4,388)
Penderlea	0.1000	\$ 263,135	0.0935	\$ 254,619	\$ (8,516)
Atkinson	0.0700	\$ 143,024	0.0935	\$ 204,270	\$ 61,246
Hampstead	0.0950	\$ 878,400	0.0935	\$ 853,985	\$ (24,415)
Scotts Hill	0.0950	\$ 228,578	0.0935	\$ 220,473	\$ (8,105)
Northeast Pender	0.1000	\$ 265,385	0.0935	\$ 254,136	\$ (11,249)
Penderlea Duplin	0.0470	\$ 11,535	0.0935	\$ 24,377	\$ 12,842
Totals		\$ 4,841,981		\$ 4,848,524	\$ 6,543

RECOMMENDATION: The County should implement a single special fire district for ad valorem taxes to replace the current 12 separate tax districts.

²⁴ See Millinzi, K. (2011). *County Funding for Fire Services in North Carolina* accessed at <https://www.sog.unc.edu/sites/www.sog.unc.edu/files/reports/lfb43.pdf> on February 26, 2021.

***RECOMMENDATION:** The County should consider delineating specialized regional services related to fire, and fund those separately through the use of General Fund dollars.*

While the previous countywide alternative ad valorem revenue would replicate the current net revenues, the following analyses tested the theoretical and political construct of maximizing each of the fire districts to the rate of 0.15. The aggregated revenue would be much more realistically aligned to cover the totality of fire related expenditures and the cost allocation within the services provided by Pender EMS & Fire.

Table 11: Optional Single Special District for Fire

Fire Districts	Current		Alternative		Variance from Current Budgeted
	Tax Rate / \$100 Valuation	Budgeted Tax Revenues	New Special District Rate	Estimated New Tax Revenues	
Pender Central Fire	0.0900	\$ 306,630	0.1500	\$ 521,121	\$ 214,491
Sloop Point Fire	0.0950	\$ 1,604,782	0.1500	\$ 2,509,202	\$ 904,420
Maple Hill Fire	0.0700	\$ 68,249	0.1500	\$ 156,156	\$ 87,907
Rocky Point Fire	0.0875	\$ 524,417	0.1500	\$ 901,259	\$ 376,842
Long Creek Fire	0.1100	\$ 408,628	0.1500	\$ 567,611	\$ 158,983
Shiloh Fire	0.1000	\$ 139,218	0.1500	\$ 216,304	\$ 77,086
Penderlea Fire	0.1000	\$ 263,135	0.1500	\$ 408,480	\$ 145,345
Atkinson Fire	0.0700	\$ 143,024	0.1500	\$ 327,706	\$ 184,682
Hampstead Fire	0.0950	\$ 878,400	0.1500	\$ 1,370,029	\$ 491,629
Scotts Hill Fire	0.0950	\$ 228,578	0.1500	\$ 353,699	\$ 125,121
Northeast Pender Fire	0.1000	\$ 265,385	0.1500	\$ 407,705	\$ 142,320
Penderlea Duplin Fire	0.0470	\$ 11,535	0.1500	\$ 39,108	\$ 27,573
Totals		\$ 4,841,981		\$ 7,778,381	\$ 2,936,400

***OBSERVATION:** If the county elected to fund the totality of the current fire suppression services, excluding municipalities, then a universal rate of 0.15 would be more realistically aligned.*

OPERATIONAL ALTERNATIVES AND ASSESSMENTS

FITCH considered alternative models for the future delivery of fire and EMS services. These included: (1) Transitioning the current deployment model and operation to a County department; (2) Enhance the existing 501(c)3 structure and model; (3) Deploying the enhanced model as a County operated Fire and EMS system.

In both alternatives 1 and 2 above, which encompass continued use of Pender EMS & Fire for at least the short-term, the current agreement should be replaced with a performance-based contract. As reflected above, the County's assumption of administrative support functions will permit unencumbered access to essential records that will ensure fiscal accountability. From a performance perspective, the County should articulate specific targets, including certain levels of response time performance to fire and EMS incidents, minimum staffing levels of EMS and fire units with concurrent levels of certification, and monthly reporting on these metrics as well as quality assurance measures.

These alternatives are not necessarily mutually exclusive – that is, certain components outlined below may be appropriate under any of the various delivery models. For example, taking a regional perspective in the specifications and procurement of vehicles and certain capital equipment would be appropriate under any scenarios defined below.

Each of the alternative delivery models defined here are a policy choice for Pender County to decide – there is no one single 'best answer'. The common theme running through these options is the need for Pender County to begin assuming a more regional and coordinated approach to the provision of emergency services. How quickly this occurs will be influenced by budgetary constraints and community expectations.

RECOMMENDATION: Pender County should establish a new performance-based agreement with Pender EMS & Fire, Inc. The agreement should include County provision of administrative support functions, articulation of performance-based metrics at the 90th percentile, and requirements for monthly reporting of key performance indicators.

Pender County Optimized Services – Fire and EMS Combined (All Providers except Topsail)

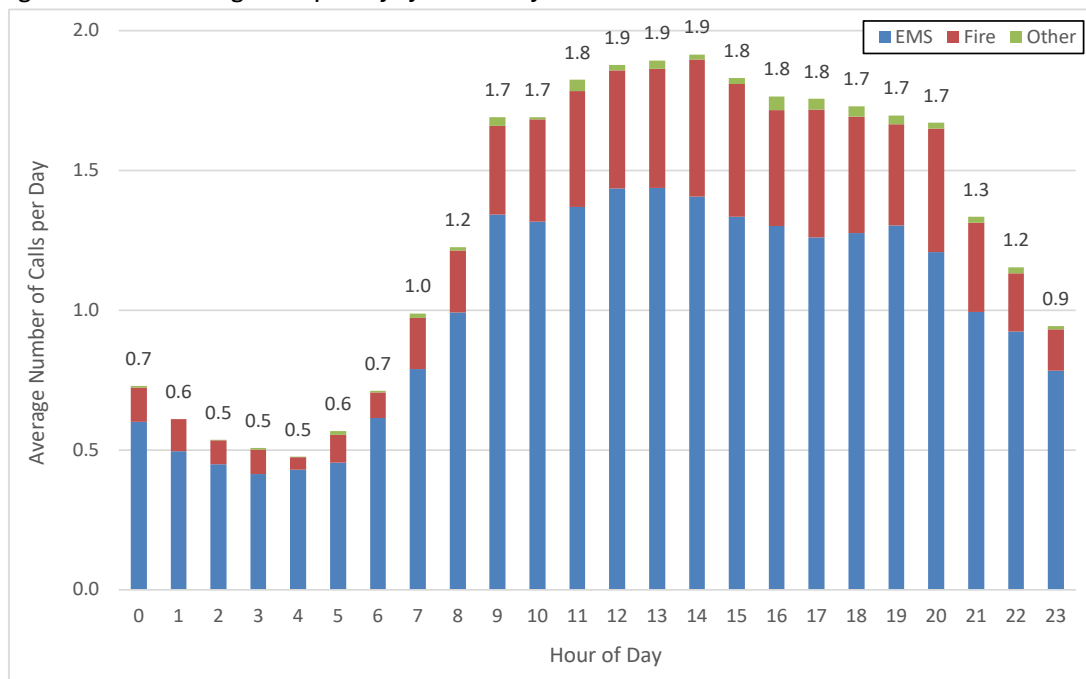
This alternative contemplates an optimized delivery model through a wholistic Pender County lens and maintains a fully integrated Fire Suppression (Fire) and Emergency Medical Services (EMS) model. The County system has two primary challenges in finding the most efficient, or

optimized, delivery model: (1) the daily demand for services and, (2) the large geographic expanse of 870 square miles.

Daily Service Demands

To provide a more granular understanding of the community's demand for services, this temporal analysis included the average number of calls per hour. In other words, when referring to the Figure below, the busiest hour was at 1400 with 699 calls occurring during that hour in 2018-19. The average number of calls per hour is a daily average for those 699 calls if they were distributed equally across the year (i.e., $699/365 = 1.9$). Consistent with nearly every community there is a distinct "peak" period of the day. In the County it appears between 9am and 9 pm and varies between 1.7 and 1.9 calls per hour on average. In other words, approximately two unique incidents will occur each hour throughout the peak period.

Figure 2: Overall: Average Calls per Day by Hour of Day



The demand for EMS services is the predominant requests for service from the community at approximately 1.4 incident per hour. At the peak, Fire related incidents occurred at a rate of 0.5 incidents per hour. In other words, Fire related activity would occur every other day in any specific hour in question. During the traditional "sleeping" hours, there is less than one call per hour throughout the entirety of the county.

Geographic Challenges in Relation to Desired Performance

The first step in completing GIS planning analyses is to establish the desired performance parameters. Measures of total response time can be significantly influenced by both internal and external influences. For example, the dispatch time, defined as the time from call creation at the 911-center to the dispatching of units, contributes to the customer's overall response time experience. Another element in the total response time continuum is the turnout time, defined as the time from when the units are notified of the incident until they are actually responding. Turnout time can have a significant impact on the overall response time for the customer and is generally considered under management's control. However, the travel time, defined as the period from when the units are actually responding until arrival at the incident is a factor of the number of fire stations, the ability to travel unimpeded on the road network, the existing road network's ability to navigate the community, and the availability of the units. Largely, travel time is the most stable variable to utilize in system design regarding response time performance.

Therefore, these GIS planning analyses will focus on travel time capability as the unit of measure. Performance for travel time of first arriving Pender County units to calls within Pender County's jurisdiction by program during the 2018-19 reporting period (i.e., July 1, 2018 to June 30, 2019; hereinafter referred to as 2018-19) is provided below. Overall, travel time was 12.1 minutes or less for 90% of the incidents. EMS related incidents had a travel time performance of 12.2 minutes or less for 90% of the incidents, and fire related incidents had a travel time performance of 11.6 minutes or less for 90% of the incidents.

Table 12: 90th Percentile Dispatch, Turnout, Travel, and Response Times by Program – First Arriving Units

Jurisdiction	Program	Dispatch Time (Minutes)	Turnout Time (Minutes)	Travel Time (Minutes)	Response Time (Minutes)	Sample Size ¹
Within Pender County	EMS	3.6	4	12.2	16.7	8,103
	Fire	7.9	3.3	11.6	17.3	2,031
	Hazmat	11.6	2.9	9.5	20.5	56
	Rescue	21.2	3.6	17.6	29.4	79
	Total	4.3	3.9	12.1	16.8	10,269

¹Sample sizes reflect the number responses made by first arriving primary front-line units assigned to Pender County; due to missing or excluded time data, sample sizes corresponding to individual table metrics may be smaller.

Given the overall 90th percentile travel time of 12.1 minutes, a 12.2-minute travel time at the 90th percentile for EMS related incidents, and an 11.6-minute travel time at the 90th percentile for fire related incidents, a 12-minute travel time was used to reflect the current countywide performance.

When referring to the marginal utility analyses provided in the tables on the following pages, ascending rank order is the station's capability to cover risk (incidents) for all calls in relation to the total historical call volume of the sample period (2018-19). Station is the identifier for the current Pender County station; station capture is the number of calls the station would capture

within the specified travel time parameter; total capture is the cumulative number of calls captured with the addition of each station; and percent capture is the cumulative percentage of risk covered with the addition of each station. The goal would be to achieve at least 90% capture. Figures depict drive time mapping.

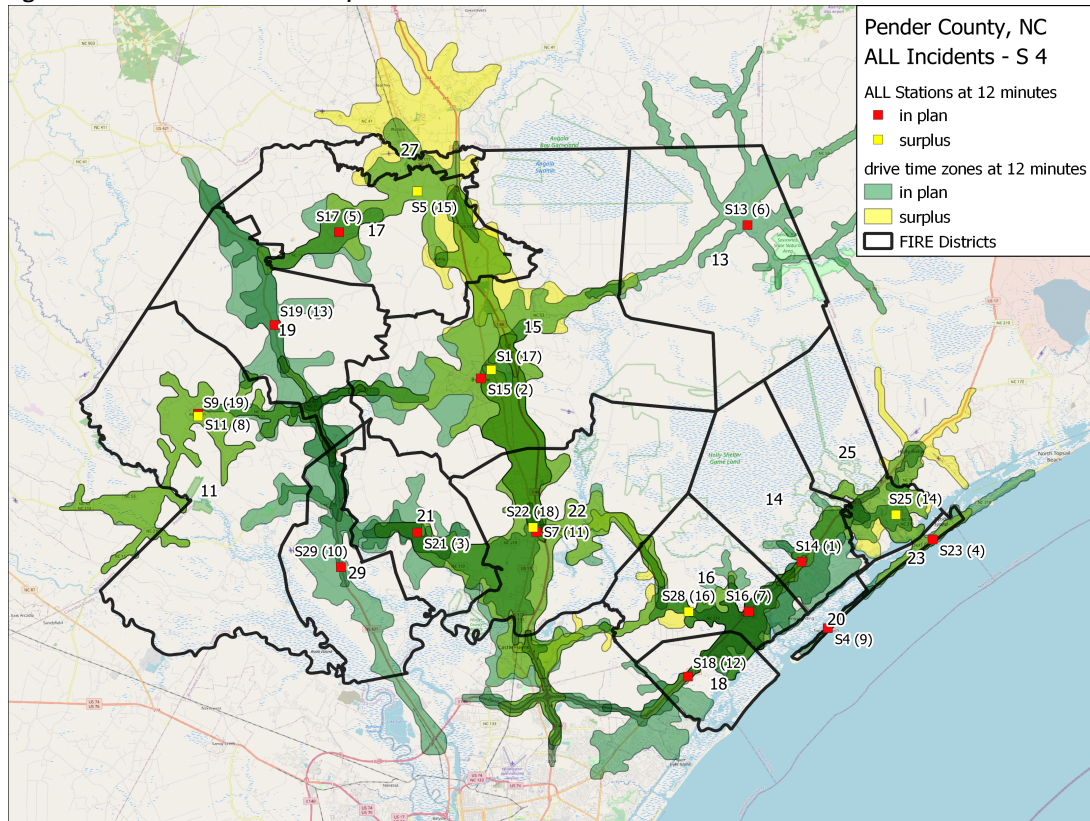
12-Minute Travel Time

Results suggest that with all current 19 stations, 90.82% of all calls could be responded to within 12 minutes or less travel time, although two of the stations would not cover any additional risk at that travel time. Thirteen stations could cover 90.14% of the risk for all calls at a 12-minute travel time. This analysis includes all Fire and EMS station locations and all combined community demand, with the exception of Topsail Beach.

Table 13: Marginal Station Contribution for 12-Minute Travel Time – All Calls

Rank	Station	Station Capture	Total Capture	Percent Capture
1	S14	2,978	2,978	27.02%
2	S15	2,721	5,699	51.71%
3	S21	1,135	6,834	62.00%
4	S23	693	7,527	68.29%
5	S17	490	8,017	72.74%
6	S13	372	8,389	76.11%
7	S16	345	8,734	79.24%
8	S11	328	9,062	82.22%
9	S4	239	9,301	84.39%
10	S29	236	9,537	86.53%
11	S7	234	9,771	88.65%
12	S18	119	9,890	89.73%
13	S19	45	9,935	90.14%
14	S25	31	9,966	90.42%
15	S5	26	9,992	90.66%
16	S28	10	10,002	90.75%
17	S1	8	10,010	90.82%
18	S22	0	10,010	90.82%
19	S9	0	10,010	90.82%

Figure 3: Current Station Bleed Map for 12-Minute Travel Time – All Calls



Results demonstrate that 90% of the incidents could be covered with 13 geographic locations. The mapping above illustrates the relative coverage. For example, the green shaded areas are representative of the 12-minute travel time by the 13 stations and the yellow shading are the additional 12-minute travel time polygons from the remaining 6 stations. Not surprisingly, much of the yellow shading from the 6 remaining stations is outside the county boundaries. For example, see the areas adjacent to Station 5 and Station 25.

As referenced earlier, there are opportunities for political leaders to coordinate the design, construction and operation of fixed capital facilities in order to lessen the burden on taxpayers. Examples include Station 1 & Station 15 in Burgaw, Station 9 & Station 11 in Atkinson, and Stations 7 and 22 in Rocky Point. As reflected above, each of these three combinations include 1 facility needed for the 12-minute travel time performance and 1 facility not required. Evaluation of existing facilities, and discussion among the relevant governmental entities, should explore opportunities for sharing of a single facility to house both functions – even when the fire and EMS providers are different agencies.

Considering both the geography and the community demands per hour, the “system” would require at least 15 staffed resources within the county for both Fire and EMS.

Table 14 on the following page provides a comprehensive look at the available resources, as they are currently distributed, within an optimized County system. Resources shown in blue are City assets within Pender County. Resources shown in red represent personnel who are ultimately funded with County dollars. All other resources belong to Pender EMS and Fire. The “zones” reflect the rank order of the marginal utility analysis. Several resources within the system deploy from individual facilities that are located very closely together. As such, the resources were combined into singular response zones.

Understanding all of the nuances of the Pender County system, these analyses suggest that Station 28-Island Creek is not operationally required to meet a minimum of 90% of the incidents within 12-minutes in a fully integrated system. Station 28 provides less than 1% additional coverage. Additionally, Station 28 is staffed with nine (9) SAFER grant positions that were initiated in FY21. At the conclusion of the 36-month performance period, these positions will need to be fully funded with local resources. Should the community experience fiscal shortfalls at the conclusion of the SAFER grant performance period, this analysis should inform policy makers as they work to close the budget gaps. However, Station 28 is brand new and may be well situated to manage growth in the system and their reasonable proximation to one of the busiest areas in Hampstead.

Station 25 is independently operated by Surf City and is established for the City’s response expectations. Stations 1, 5, 9, and 22 would be considered highly duplicative from the perspective of coverage area, but the separation of Fire and EMS drives any future considerations only towards the capital management. In other words, there may be an opportunity to combine the capital footprints in these areas when major refurbishment or replacement is required in the future.

RECOMMENDATION: Pender County should consider opportunities for combining capital facilities when major refurbishments, relocations, or replacements are required.

RECOMMENDATION: Pender County should work with other local governments to establish shared capital facilities in order to reduce tax burden on residents.

Table 14: Current Deployment within Optimized Fire/EMS System Combined

Zone	Station	Engine-Fire		Engine-BLS		Engine-ALS		Truck		Heavy Rescue		Ambulance-ALS		QRV/EMS_Fire Supervisor		Minimum Daily Staffing		County Funded
		FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	AM	PM	
14	Sta 14_PEF Sloop Point			3	26280							2	17520			5.0	5.0	5.0
15	Sta 15_Burgaw	1	8760													1.0	1.0	
		0.5	4380													1.0	0.0	
		0.5	4380													1.0	0.0	
	Sta 1_PEF Burgaw									2	17520	2	17520			4.0	4.0	4.0
21	Sta 21_PEF Rockypoint	3	26280													3.0	3.0	3.0
23	Sta 23_Surf City			3	26280							2	17520			5.0	5.0	2.0
17	Sta 17_PEF Penderlea			3	26280											3.0	3.0	3.0
	Sta 5_PEF Union											2	17520			2.0	1.0	1.5
13	Sta 13_Maple Hill															0.0		
	Sta 8_PEF Maple Hill					3	26280									3.0	2.0	2.5
16	Sta 16_PEF Hampstead			4	35040			X-staff		X-staff		2	17520			6.0	6.0	6.0
11	Sta 11_Atkinson	0.3	2600													0.3		0.3
		0.3	2600													0.3		0.3
	Sta 9_PEF Atkinson											2	17520			2.0	2.0	2.0
4	Sta 4_PEF Topsail											2	17520			2.0	2.0	2.0
29	Sta 29_PEF Currie			4.0	35040.0			X-staff						1	8760	5.0	5.0	5.0
7	Sta 7_PEF Rockypoint											2	17520	1	8760	3.0	3.0	3.0
	Sta 22_Rockypoint			0.5	4380											1.0	0.0	0.5
				0.5	4380											1.0	0.0	0.5
				0.5	4380											1.0	0.0	0.5
				0.5	4380											0	1.0	0.5
18	Sta 18_PEF Scotts Hill			3	26280											3.0	3.0	3.0
19	Sta 19_Shiloh	0.5	4380													0.5		0.5
		0.5	4380													0.5		0.5
25	Sta 25_Surf City			3	26280			X-Staff								3.0	3.0	
17	S5																	
28	Sta 28_PEF Hampstead			3	26280									1	8760	4.0	4.0	4.0
15	S1																	
7	S22																	
11	S9																	

Optimized Staffing

Adequate staffing is essential in providing consistent service to the community while at the same time ensuring that the workforce is not too “heavy” or too “lean.” Staffing is the single largest financial investment that any community will make. Understanding appropriate staffing levels and the influencers that impact it allows policymakers to appropriately adjust where needed and balance the community’s expectation of a well-staffed department within budgetary boundaries and constraints.

Currently, the County provides full-time staffing through Pender EMS and Fire at 14 stations and part-time staffing at three additional stations. The staffing analysis focused on full-time staffing provided by Pender EMS and Fire (PEF). Currently, PEF staffs eight engines with 3 to 4 personnel, one heavy rescue with 2 personnel, eight ALS transport units with 2 personnel and 3 QRV vehicles with 1 person each. Two units, the Maple Hill ALS engine and Union ambulance, staff one more position during the daytime than they do the night. The nighttime staffing of these units is supplemented with volunteers. Thus, PEF has an AM and PM count for daily staffing. To ensure deployment of all primary emergency response resources, filling all required seats, the agency maintains a daily minimum staffing of 46 personnel averaged across each 24hr period. In other words, the AM staffing count is 47 and the PM staffing count is 45.

Staffing optimization was determined by mathematical formula based upon the required number of seats, the hours to be covered, and the normalized use of scheduled and unscheduled leave. The resulting “Staffing Multiplier” indicates the minimum personnel needed to staff each seat in the deployment model. For PEF, their current 3/4 Kelly schedule on an average 56hr work week would require 3.32 full time employees (FTEs) per seat. By applying the 3.32 staffing multiplier to the daily averaged minimum seat count of 46, we can establish that 153 FTEs are required to maintain the current deployment while avoiding exorbitant overtime liabilities (Table 16 – Table 18).

Table 15: Current Countywide Daily Minimum Staffing Seats

Current - Daily Minimum Staffing Seats			
Category	AM	PM	24hr Seats
Pender EMS and Fire	47	45	46.0
County Funded (vol)	7	1	4
City Depts.	9	7	8
System Wide	63	53	58

Table 16: Optimized FTE Count for Current PEF Deployment Model

Current Staffing and Unit Count	
Minimum Personnel Per Shift	46.0
Total FTE Count	153

Table 17: Baseline - Current PEF Daily Minimum Staffing by Unit Type and Position

Baseline Current - PEF Daily Minimum Staffing by Unit Type								
Unit	BC Fire	Lt.	Dr.	FF/PM	FF	BC EMS	Medic	A-EMT
Engine/Heavy		8	9	0.5	10			
Ambulance							8	7.5
QRV	1					1	1	

The current budgeted shift (line) positions for PEF equate to 157 FTEs. The agency's current staffing levels reveal a staffing multiplier of 3.41 which when compared to the daily minimum and schedule, would indicate some excess capacity. Thus, the department is currently budgeted for four (4) more FTEs than the staffing multiplier would indicate.

Optimized staffing levels should be balanced with overtime liabilities. Due to the nature of Fire and EMS service schedules and the need to provide continual coverage, personnel in this profession often work more than 40 hours per work on average. Thus, the Fair Labor Standards Act (FLSA) allows for special exceptions when calculating overtime liabilities for Fire and EMS field personnel. The foremost exception is referred to as a 7k exemption where the hours worked can be calculated within a 7 to 28-day work cycle and overtime is not earned until personnel exceed 53 hours of work. However, the 7k exemption is only available to public employers and therefore not applicable for PEF.

To maintain cost containment, PEF currently uses a Fluctuating Work Week (FWW) method of calculating overtime for employees as permitted under the FLSA. Under this provision, the agency has established a weekly salary rate for each employee, regardless of actual hours worked. Each employee's weekly salary rate is then divided by the hours they worked within a seven-day cycle to establish their hourly rate for the week. In other words, each employee's hourly rate changes weekly to align the hours worked with their agreed upon salary. This provision enables PEF to compensate any hours over 40 in a seven-day cycle at the half-time rate only. Thus, the agency is able to avoid the substantial overtime liabilities despite its exclusion from the FLSA 7K exemptions offered to public agencies. Conversely, the FWW provision is not available for use by public employers.

Comparing the personnel cost of staffing a 56hr work week with FWW provisions versus 7k exemptions reveals about a 3% increase in cost per employee with the 7k exemption being the more costly approach. Thus, several considerations must inform decisions about moving personnel cost from private to public entities. For instance, while the 7k exemption may not provide the same savings currently realized with the FWW, it would allow the County to reduce the workweek to 53hrs and subsequently avoid paying FLSA overtime. However, as demonstrated in the table below, a workweek reduction to 53hrs would require ten more FTEs than the 56hr workweek.

The following table provides a comparison of the required staffing levels for field personnel by the scheduled average work week in comparison with current PEF staffing levels.

Table 18: Current FTE Count by Minimum Staffing and Average Work Week

Current - FTE Count by: Min Staffing/Avg Workweek									
Division	Current Counts FY21			Counts by Avg Workweek					
	All	Support	Line	Line	47.8	Line	52.9	Line	56.2
Fire	100	2	98	111		99		93	
EMS	60	1	59	71		64		60	
Logistics	6	6							
Administration	15	15							
PRN & Seasonal	63								
Total	244	24	157	182		163		153	
Difference				25		6		-4	
Current Multiplier	3.41								

Despite the increase in FTEs associated with a 53hr work week, under the County's employment, the FLSA overtime would be eliminated. These savings are significant enough to more than cover the cost of the extra FTEs. Depending on the configuration and pension benefit cost, transitioning the current field deployment to the County on a 53hr workweek could produce savings from 3 to 9% over current costs (Tables 19 and 20). It should be noted that the reduction in FLSA overtime does reduce the take-home salary experience of the employees. Thus, the County could utilize the realized savings to provide a commensurate GWI, effectively creating a cost neutral transition.

Table 19: Line Costs as County Department – Current Pay and Burden Rates

Cost of Line Personnel by Plan and Multiplier - w/FLSA 7k/Current Burden Rate				
Plan	Current Multiplier		53hr Wk Multiplier	
	Line Costs	Diff. from Baseline	Line Cost	Diff. from Baseline
Current	\$10,096,499	\$306,051	\$8,920,540	-\$869,907
Configuration 1	\$9,999,277	\$208,829	\$9,110,814	-\$679,633
Configuration 2	\$7,742,538	-\$2,047,910	\$7,979,424	-\$1,811,023

Table 20: Line Costs as County Department - Current Pay Rates w/Increased Burden Rate for NC Pension

Cost of Line Personnel by Plan and Multiplier - w/FLSA 7k/Increased Burden Rate				
Plan	Current Multiplier		53hr Wk Multiplier	
	Line Costs	Diff. from Baseline	Line Cost	Diff. from Baseline²⁵
Current	\$10,723,028	\$932,581	\$9,474,096	-\$316,351
Configuration 1	\$10,619,773	\$829,325	\$9,676,178	-\$114,270
Configuration 2	\$8,222,994	-\$1,567,453	\$8,474,580	-\$1,315,867

²⁵ Calculations do not include the four FTE savings associated with the staffing multiplier.

Evaluation of Fire Distribution Individually – 14 Fire zones

This part of the evaluation contemplated fire stations and fire related activity. Therefore, fourteen fire stations were included in the analysis. Overall, the assessment found a high degree of station reliability to respond to their own calls and a relatively low workload. While the responsibility to provide for appropriate fire suppression service capabilities are not diminished, this assessment reinforces that the majority of community driven requests for services are for emergency medical services.

Consistent with previous analyses, an opportunity exists to more efficiently and effectively utilize some cross-staffed and cross-trained Fire and EMS personnel that can take the appropriate apparatus type that best aligns with the risk. In this manner, the personnel can provide both EMS and Fire related responses with the same human resource investment.

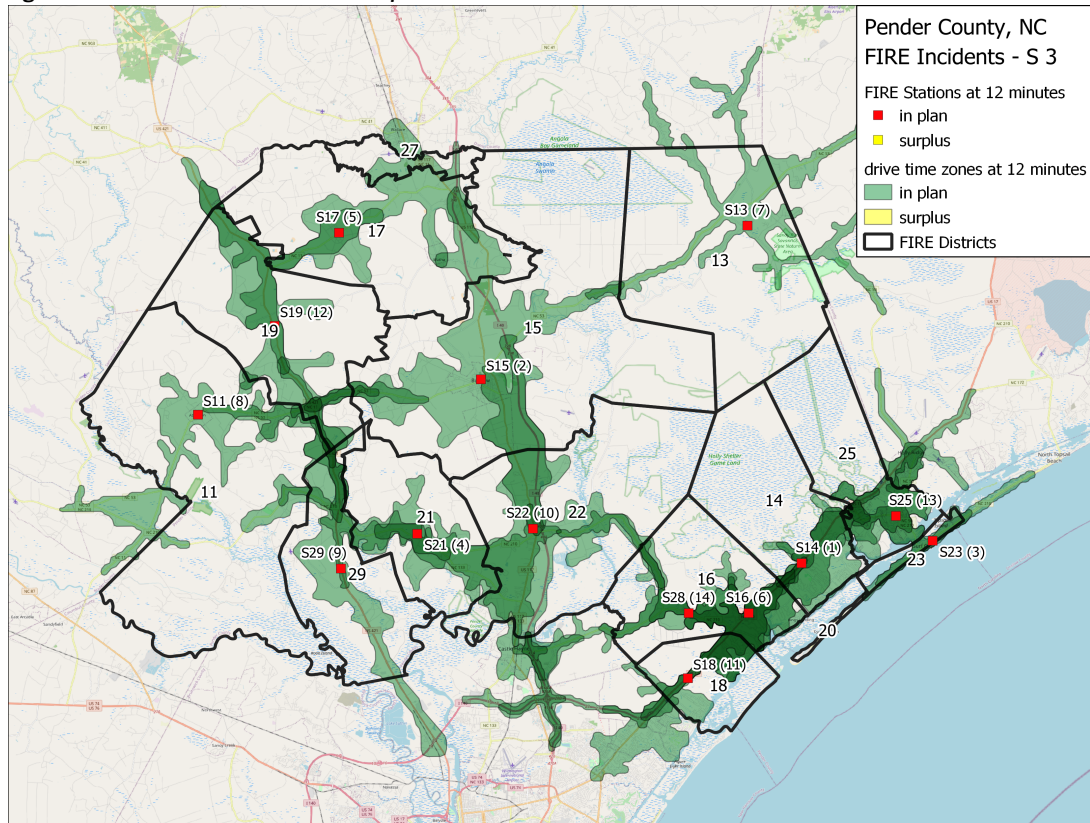
12-Minute Travel Time

Results suggest that with the current 14 fire stations that staff fire units, 88.55% of fire calls could be responded to within 12 minutes or less travel time. However, there is a diminishing return after 85% coverage as the remaining 5-stations cumulatively provide less than 4% improvement.

Table 21: Marginal Fire Station Contribution for 12-Minute Travel Time – Fire Calls

Rank	Station	Station Capture	Total Capture	Percent Capture
1	S14	588	588	25.50%
2	S15	503	1,091	47.31%
3	S23	225	1,316	57.07%
4	S21	222	1,538	66.70%
5	S17	114	1,652	71.64%
6	S16	105	1,757	76.19%
7	S13	103	1,860	80.66%
8	S11	55	1,915	83.04%
9	S29	48	1,963	85.13%
10	S22	42	2,005	86.95%
11	S18	20	2,025	87.81%
12	S19	12	2,037	88.33%
13	S25	3	2,040	88.46%
14	S28	2	2,042	88.55%

Figure 4: Current Fire Station Bleed Map for 12-Minute Travel Time – Fire Calls



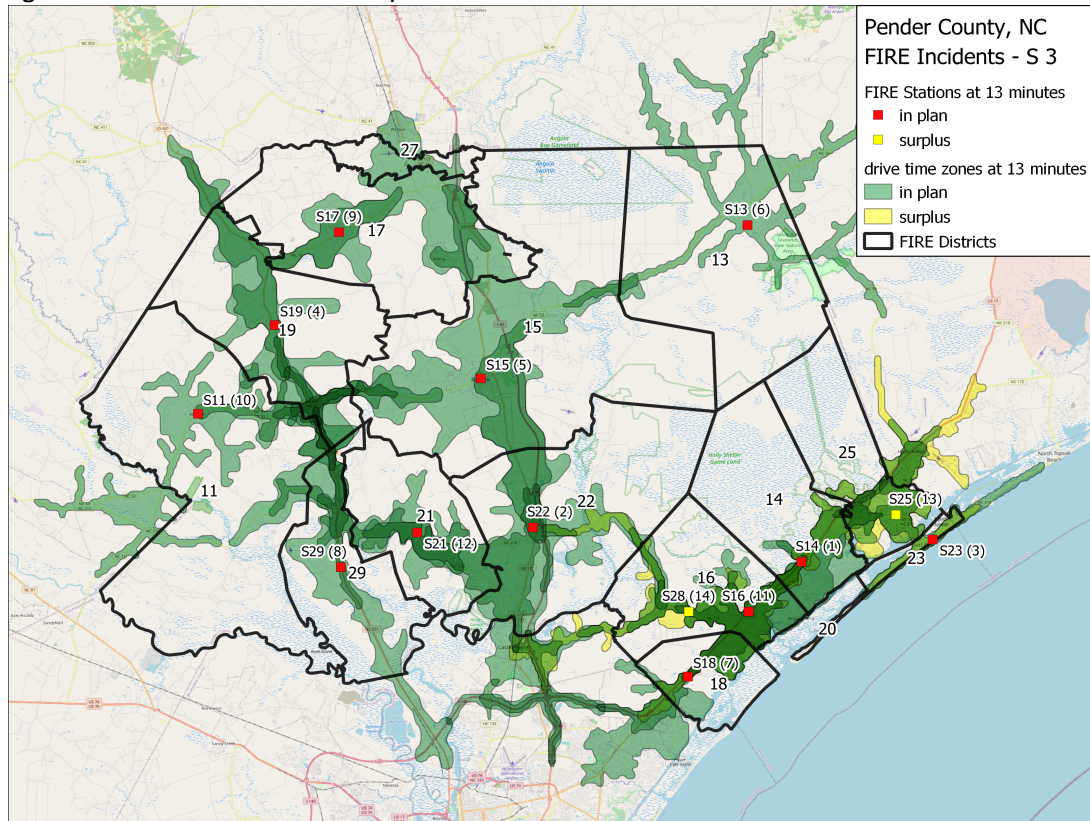
13-Minute Travel Time

Results suggest that with the current 14 stations that staff fire units, 90.59% of fire calls could be responded to within 13 minutes or less travel time. For context, the 13-minute travel time is an acceptable rural travel time objective with the Commission on Fire Accreditation International (CFAI). Similar to the results from the 12-minute analyses, there is a diminishing return from the 8th station to the 14th a station that represents approximately 5%.

Table 22: Marginal Fire Station Contribution for 13-Minute Travel Time – Fire Calls

Rank	Station	Station Capture	Total Capture	Percent Capture
1	S14	638	638	27.67%
2	S22	584	1,222	52.99%
3	S23	213	1,435	62.23%
4	S19	174	1,609	69.77%
5	S15	144	1,753	76.02%
6	S13	101	1,854	80.40%
7	S18	60	1,914	83.00%
8	S29	53	1,967	85.30%
9	S17	53	2,020	87.60%
10	S11	37	2,057	89.20%
11	S16	17	2,074	89.94%
12	S21	10	2,084	90.37%
13	S25	3	2,087	90.50%
14	S28	2	2,089	90.59%

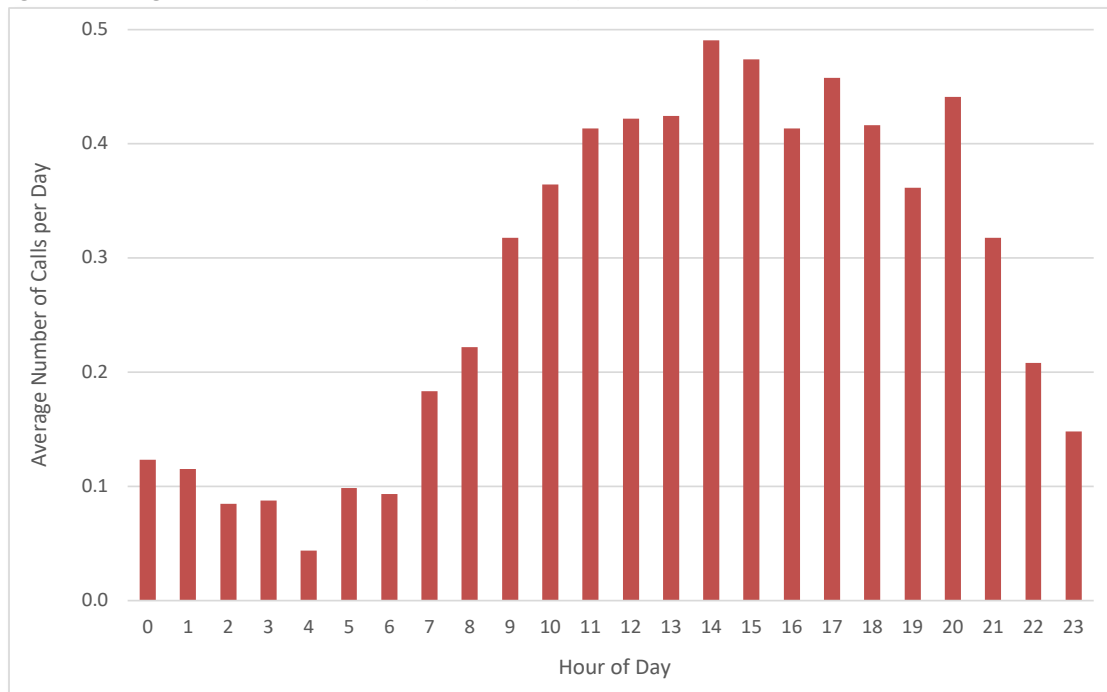
Figure 5: Current Fire Station Bleed Map for 13-Minute Travel Time – Fire Calls



Hourly Demand for Fire Services

When evaluating the community level demand for fire related services by the hourly demand for services, the fire related activity is occurring at a rate of 0.5 calls per hour per day at the peak of the demand curve. In other words, throughout the peak of the day there would be a call either every other day or every third day within a given hour. During the traditional “sleeping” hours, there is less than 0.2 calls per hour throughout the entirety of the county. Results are provided below.

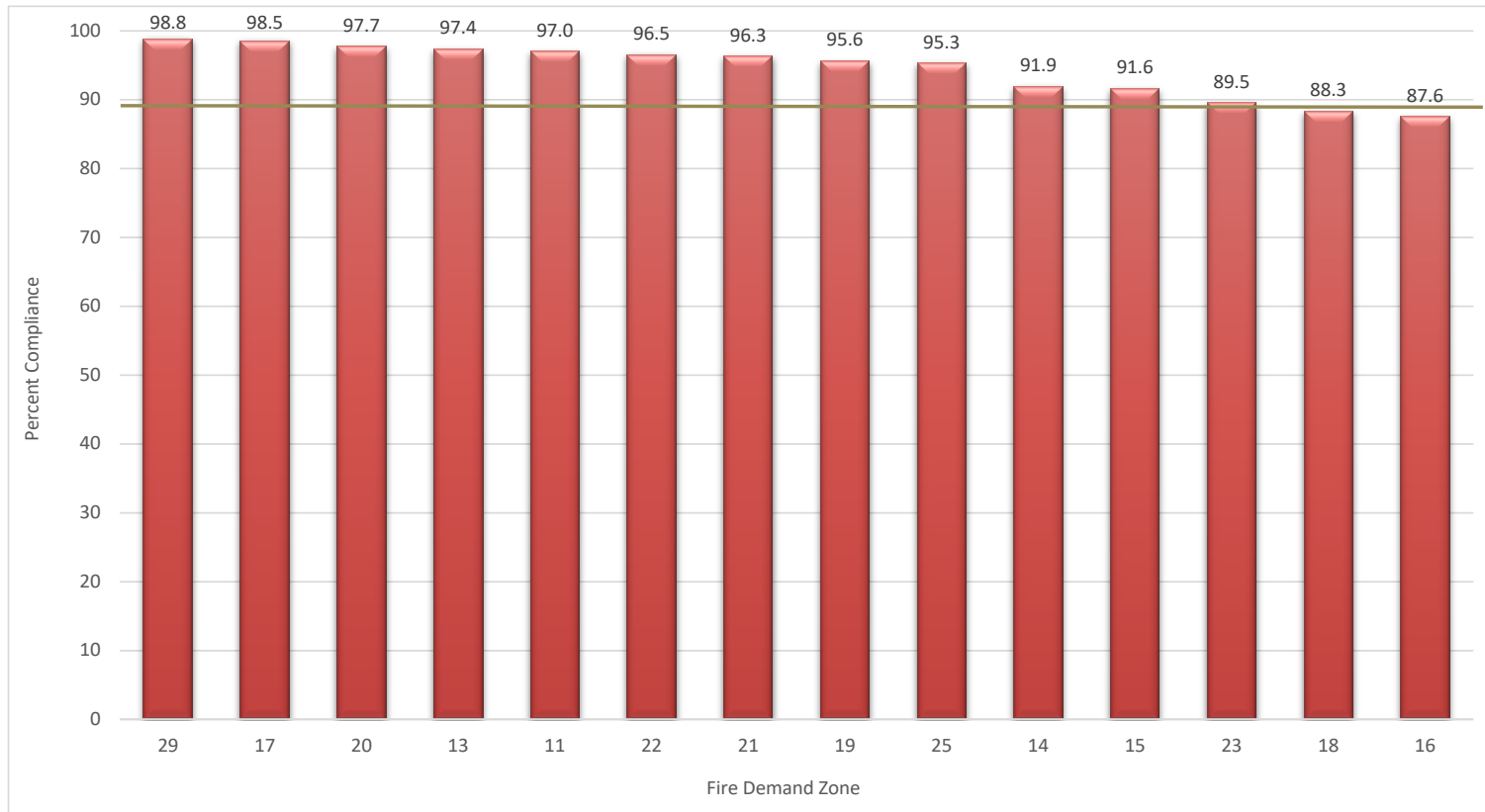
Figure 6: Average Fire Related Calls per Day by Hour of Day



Reliability – Fire Stations

Reliability is representative of the percentage of time that a call occurred within a stations' first due district and the station within that district was available to respond to the incident. When evaluating the relative station reliability for each of the 14 fire stations, the results found that there is a high degree of reliability for the fire suppression program. Eleven of the stations had greater than 90% reliability and 3 stations were at or above 87%. Overall, this supports a robust response system within the county where the station that should mitigate the incident available and responding. However, reliability does not contemplate the performance associated with the response. Results are provided below.

Figure 7: Percentage of First Due Compliance of Fire Units by Fire Demand Zone



Evaluation of EMS Distribution Individually – 10 EMS Zones

This part of the evaluation contemplated the 10 locations that provided an Advanced Life Support (ALS) unit. To varying degrees, these were all staffed and/or provided by Pender EMS and Fire. A total of 10 geographic locations were included in the analysis with eight ALS transport unit locations and two were ALS Engines. Overall, the assessment found a high degree of station reliability to respond to their own calls.

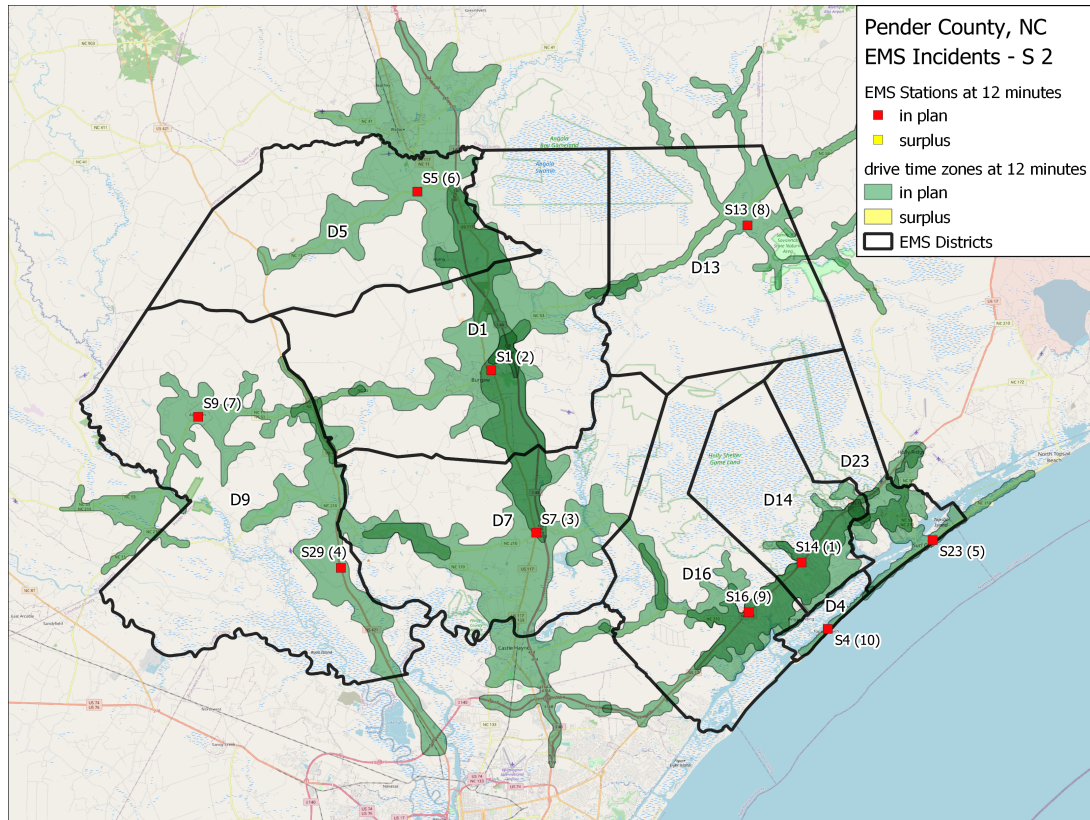
12-Minute Travel Time

Results suggest that with the current ten stations that staff ALS engines or transport units, 87.20% of EMS calls could be responded to within 12 minutes or less travel time. The actual 90th percentile performance for first arriving ALS units is 13.4 minutes.

Table 23: Marginal EMS ALS Engine and Transport Unit Station Contribution for 12-Minute Travel Time – EMS Calls

Rank	Station	Station Capture	Total Capture	Percent Capture
1	S14	2,369	2,369	27.71%
2	S1	2,166	4,535	53.05%
3	S7	784	5,319	62.22%
4	S29	453	5,772	67.52%
5	S23	434	6,206	72.59%
6	S5	353	6,559	76.72%
7	S9	269	6,828	79.87%
8	S13	254	7,082	82.84%
9	S16	207	7,289	85.26%
10	S4	166	7,455	87.20%

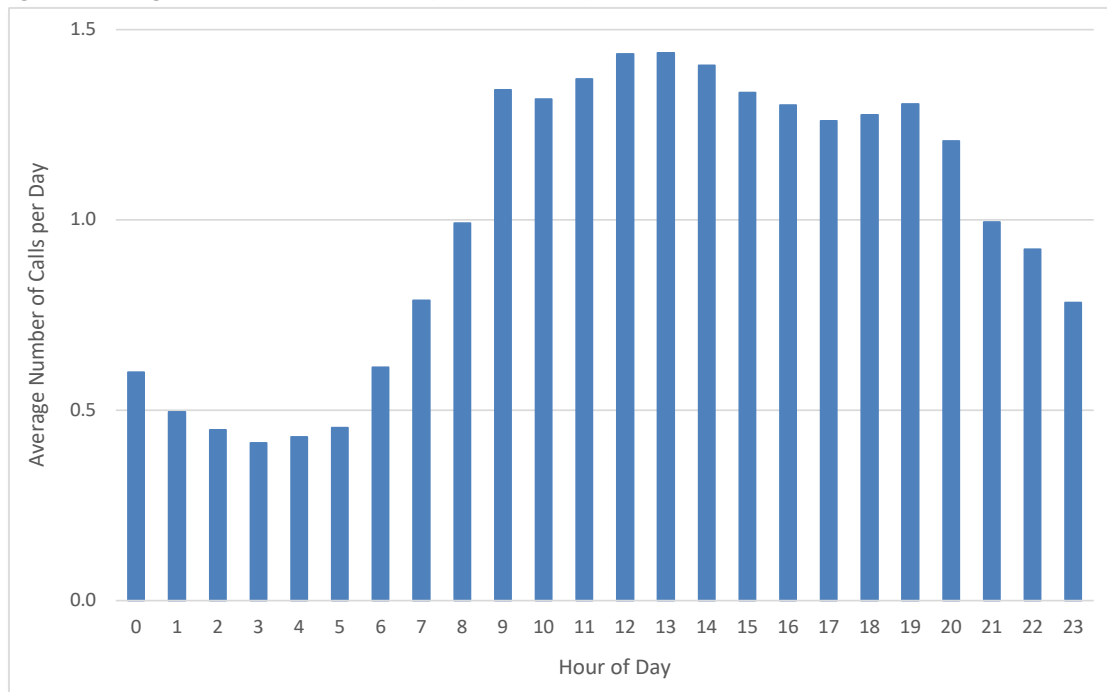
Figure 8: Current EMS ALS Engine and Transport Unit Station Bleed Map for 12-Minute Travel Time – EMS Calls



Hourly Demand for EMS Services

EMS related calls were also evaluated by hour of the day. Some variability exists in the time of day that requests for EMS related services were received. The hours from 0200 to 0400 had the lowest demands, when average number of calls per day for each of those hours was 0.4. The highest demand for EMS related services occurred at 1300, when average number of calls per day during that hour was 1.4. In other words, on average, there will be 1 to 2 of the EMS units on a call each hour that has a residual ALS contingency of approximately 8 resources throughout the peak of the day.

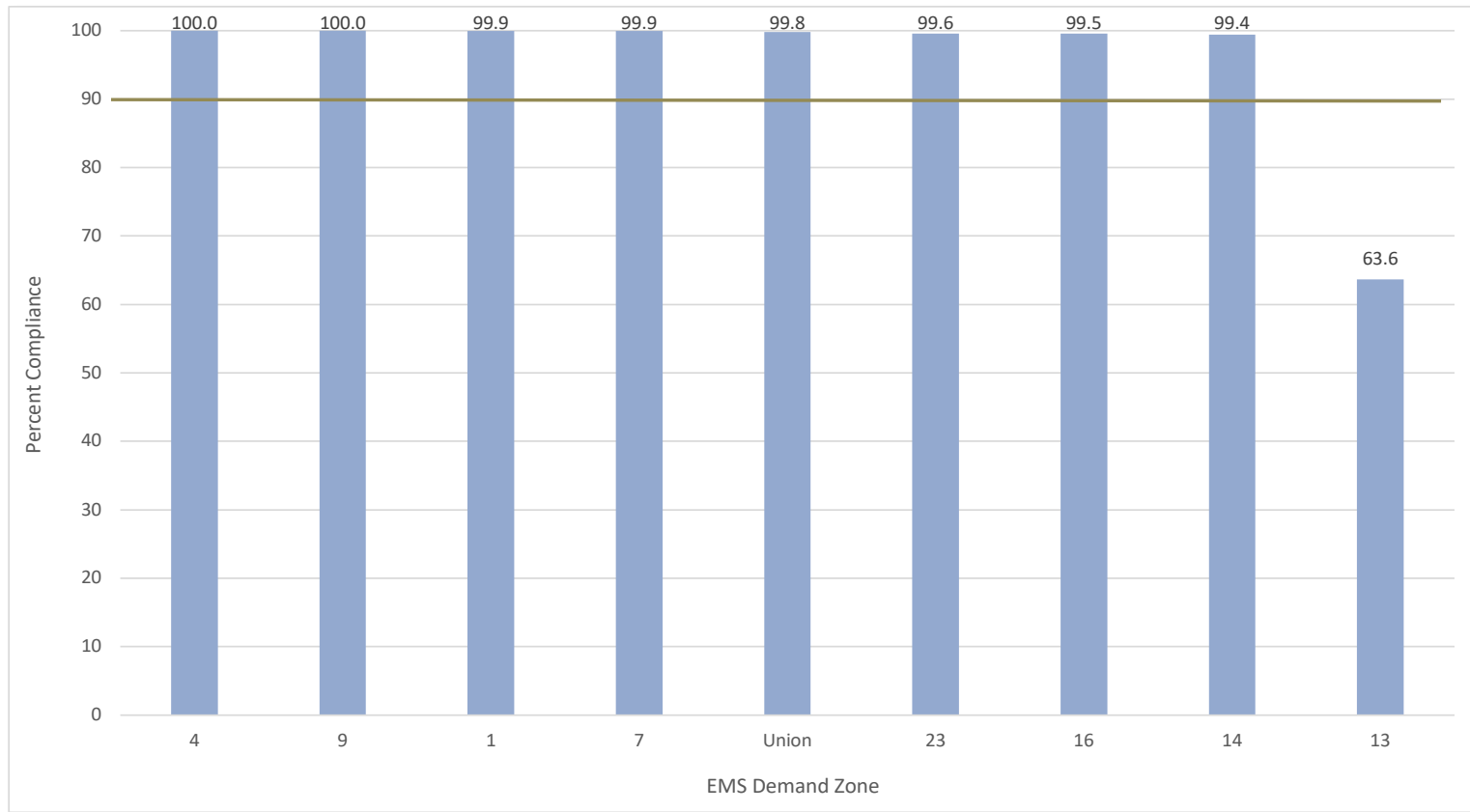
Figure 9: Average EMS Related Calls per Day by Hour of Day



Reliability – ALS Stations

Reliability is representative of the percentage of time that a call occurred within a stations' first due district and the station within that district was available to respond to the incident. When evaluating the relative station reliability for each of the 10 ALS stations, the results found that there is a high degree of reliability for the EMS program. Nine of the stations had greater than 99% reliability and Station 13 (ALS non-transport) was at approximately 67%. Overall, this supports a robust response system within the county where the station that should mitigate the incident available and responding. However, reliability does not contemplate the performance associated with the response. Results are provided below.

Figure 10: Percentage of First Due Compliance of EMS Units by EMS Demand Zone



Unit Hour Utilization

Another measure, time on task, is necessary to evaluate best practices in efficient system delivery and consider the impact workload has on personnel. Unit Hour Utilization (UHU) values represent the proportion of the work period (e.g., 24 hours) that is utilized responding to requests for service.

Historically, the International Association of Fire Fighters (IAFF) has recommended that 24-hour units utilize 0.30, or 30% workload as an upper threshold.²⁶ In other words, this recommendation would have personnel spend no more than 7.2 hours per day on emergency incidents. These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections. The 4th edition of the IAFF EMS Guidebook no longer specifically identifies an upper threshold. However, *FITCH* recommends that an upper unit utilization threshold of approximately 0.30, or 30%, would be considered best practice. In other words, units and personnel should not exceed 30%, or 7.2 hours, of their workday responding to calls. These recommendations are also validated in the literature. For example, in their review of the City of Rolling Meadows, the Illinois Fire Chiefs Association utilized a UHU threshold of 0.30 as an indication to add additional resources.²⁷ Similarly, in a standards of cover study facilitated by the Center for Public Safety Excellence, the Castle Rock Fire and Rescue Department utilizes a UHU of 0.30 as the upper limit in their standards of cover due to the necessity to accomplish other non-emergency activities.²⁸

UHU analyses included units designated by the Pender County leadership team as 24-hour per day units (Table 28; Figure 15, only units with UHU values > 0.01 are displayed in the figure). All units had estimated UHU values < 0.30. The busiest units across the department included EMS1 (UHU = 0.25), EMS7 (UHU = 0.22), EMS14 (UHU = 0.20), EMS16 (UHU = 0.18), EMS9 (UHU = 0.17), EMS23 (UHU = 0.15), and EMS5 (UHU = 0.13).

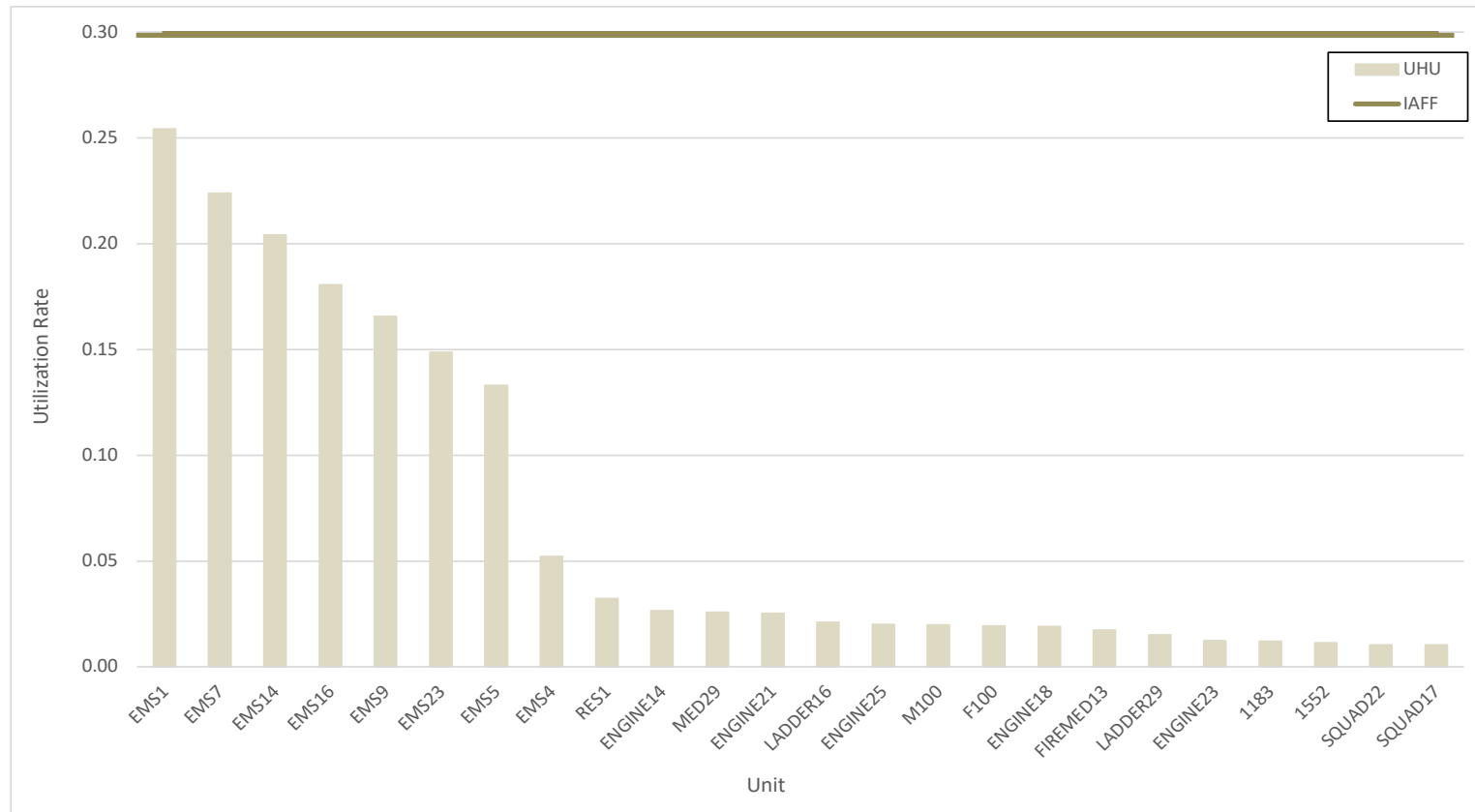
RECOMMENDATION: The EMS system should place one additional ambulance in service for workload management and incremental response time improvement.

²⁶ International Association of Firefighters. (1995). *Emergency Medical Services: A Guidebook for Fire-Based Systems*. Washington, DC: Author. (p. 11)

²⁷ Illinois Fire Chiefs Association. (2012). *An Assessment of Deployment and Station Location: Rolling Meadows Fire Department*. Rolling Meadows, Illinois: Author. (pp. 54-55)

²⁸ Castle Rock Fire and Rescue Department. (2011). *Community Risk Analysis and Standards of Cover*. Castle Rock, Colorado: Author. (p. 58)

Figure 11: Unit Hour Utilization Estimated – 24-Hour Pender County Units in Pender County Jurisdiction



Configuration 1 - Optimization of the Current Model

The following analysis suggests the optimized strategies applied to the existing deployment profiles. Overall, the system remains very stable and preserves much of the status quo from the expertise that has been built and institutionalized within Pender County. However, the incremental adjustments that may be considered include the following:

- Expanded strategy of cross staffing units due to geographic challenges with low levels of community demand.
- Increase PM PEF staffing from 2 to 3 and add an additional resource for ALS transport at Station 8 that is cross staffed with the Engine Company. In this manner, the transport unit from the busiest area can remain available for other calls and the closest transport unit available provides a higher level of service for the citizens in Maple Hill.
- Add an additional resource for ALS transport at Station 29 that is crossed staffed between the Engine Company and the ALS QRV and integrated into an overall move-up strategy.
- Reduce the staffing on engines at Station 16 and Station 29 to 3-person and use the FTEs to put an additional ALS transport unit in service at Station 21. This would enhance geographic coverage. However, consideration might also be given to adding this resource at Station 28 since it may provide a more robust road network and access to backfill for busiest area at Station 1.

Table 24 represents these changes in the County wide resource deployment. The proposed adjustments only require an addition 0.5 FTE over the 24hr period due to the redistribution of existing resources. Therefore, the daily minimum staffing increases to 46.5 with a transfer of two FTEs to the EMS division as shown in the following tables.

Table 24: Configuration 1 - Countywide Daily Minimum Staffing Seats

Proposed Config 1 - Daily Minimum Staffing Seats			
Category	AM	PM	24hr Seats
Pender EMS and Fire	47	46	46.5
County Funded (vol)	7	1	4
City Depts.	9	7	8
System Wide	63	54	58.5

Table 25: Configuration 1 - Daily Minimum Staffing by Program Area

PEF Min. Staffing by Program	
EMS Minimum	20.5
Fire Minimum	26

Table 27 : Configuration 1 - PEF Daily Minimum Staffing by Unit Type and Position

Proposed Configuration 1 - PEF Daily Minimum Staffing by Unit Type								
Unit	BC Fire	Lt.	Dr.	FF/PM	FF	BC EMS	Medic	A-EMT
Engine/Heavy		8	9	1	8			
Ambulance							9	8.5
QRV	1					1	1	

Table 26: Configuration 1 - FTE Count by Minimum Staffing and Average Work Week

Proposed Configuration 1 - FTE Count by: Min Staffing/Avg Workweek									
Division	Current Counts FY21			Counts by Avg Workweek					
	All	Support	Line	Line	47.8	Line	52.9	Line	56.2
Fire	100	2	98	103		92		86	
EMS	60	1	59	81		73		68	
Total	244	24	157	184		165		154	
Difference				27		8		-3	

Table 27: Configuration 1 - Alternative Deployment within Optimized Fire/EMS System Combined

Zone	Station	Engine-Fire		Engine-BLS		Engine-ALS		Truck		Heavy Rescue		Ambulance-ALS		QRV/EMS_Fire		Minimum Daily		County Funded
		FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	AM	PM	
14	Sta 14_PEF Sloop Point			3	26280							2	17520			5.0	5.0	5.0
15	Sta 15_Burgaw	1	0													1.0	1.0	
		0.5	4380													1.0	0.0	
		0.5	4380													1.0	0.0	
	Sta 1_PEF Burgaw									2	17520	2	17520			4.0	4.0	4.0
21	Sta 21_PEF Rockypoint	3	26280									2	17520			5.0	5.0	5.0
23	Sta 23_Surf City			3	26280							2	17520			5.0	5.0	2.0
	Sta 17_PEF Penderlea			3	26280											3.0	3.0	3.0
17	Sta 5_PEF Union											2	17520			2.0	1.0	1.5
	Sta 13_Maple Hill																	
13	Sta 8_PEF Maple Hill					3	26280					X-staff				3.0	3.0	3.0
16	Sta 16_PEF Hampstead			3	26280			X-staff		X-staff		2	17520			5.0	5.0	5.0
11	Sta 11_Atkinson	0.3	2600													0.3		0.3
		0.3	2600													0.3		0.3
	Sta 9_PEF Atkinson											2	17520			2.0	2.0	2.0
4	Sta 4_PEF Topsail											2	17520			2.0	2.0	2.0
29	Sta 29_PEF Currie			3	26280			X-staff				X-Staff		1	8760	4.0	4.0	4.0
	Sta 7_PEF Rockypoint											2	17520	1	8760	3.0	3.0	3.0
7	Sta 22_Rockypoint			0.5	4380											1.0	0.0	0.5
				0.5	4380											1.0	0.0	0.5
				0.5	4380											1.0	0.0	0.5
				0.5	4380											0	1.0	1.0
18	Sta 18_PEF Scotts Hill			3	26280											3.0	3.0	3.0
19	Sta 19_Shiloh	0.5	4380													0.5		0.5
		0.5	4380													0.5		0.5
25	Sta 25_Surf City			3	26280			X-Staff								3.0	3.0	
17	S5																	
28	Sta 28_PEF Hampstead			3	26280									1	8760	4.0	4.0	4.0
15	S1																	
7	S22																	
11	S9																	

Configuration 2 - Realignment of Resources to Program Revenues

The following analysis seeks to help realign the systems program resources with their individual revenue streams. As discussed, a large portion of the EMS ad-valorem revenue is redirected to cover the cost of the suppression program. In other words, the size of the fire suppression program has outpaced its level of funding. While strategies for increasing suppression program revenue are providing in the financial section of this report, this analysis offers staffing adjustments to help reduce the cost of the fire program.

This configuration maintains all of the adjustments proposed with Configuration 1 and reduces Engine staffing levels to 2-personnel for Fire and BLS units and 3-personnel for ALS units. The practice of staffing 2-personnel to an Engine is a common and practical approach for largely rural County systems. This adjustment would establish a new daily minimum staffing level of 39.5 and subsequently reduce the FTE demand by 22 positions under the currently used multiplier and 26 FTEs by the calculated multiplier.

Table 28: Configuration 2 - Countywide Daily Minimum Staffing Seats

Proposed Config 2 - Daily Minimum Staffing Seats			
Category	AM	PM	24hr Seats
Pender EMS and Fire	40.0	39.0	39.5
County Funded (vol)	7	1	4
City Depts.	9	7	8
System Wide	56	47	51.5

Table 29: Configuration 2 - Daily Minimum Staffing by Program Area

PEF Min. Staffing by Program	
EMS Minimum	20.5
Fire Minimum	19

Table 30: Configuration 2 - Daily Minimum Staffing by Unit Type and Position

Proposed Configuration 2 - PEF Daily Minimum Staffing by Unit Type								
Unit	BC Fire	Lt.	Dr.	FF/PM	FF	BC EMS	Medic	A-EMT
Engine/Heavy		8	9	1	1			
Ambulance							9	8.5
QRV	1					1	1	

Table 31: Configuration 2 - FTE Count by Minimum Staffing and Average Work Week

Proposed Configuration 2 - FTE Count by: Min Staffing/Avg Workweek									
Division	Current Counts FY21			Counts by Avg Workweek					
	All	Support	Line	Line	47.8	Line	52.9	Line	56.2
Fire	100	2	98	75		67		63	
EMS	60	1	59	81		73		68	
Total	244	24	157	157		140		131	
Difference				0		-17		-26	

The following table represents these changes in the County wide resource deployment

Table 32: Configuration 2 – Alternative Deployment within Optimized Fire/EMS System Combined

Zone	Station	Engine-Fire		Engine-BLS		Engine-ALS		Truck		Heavy Rescue		Ambulance-ALS		QRV/EMS_Fire		Minimum Daily		County Funded
		FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	FTE Seat Count	Annual Hours	AM	PM	
14	Sta 14_PEF Sloop Point			2	17520							2	17520			4.0	4.0	4.0
15	Sta 15_Burgaw	1	0													1.0	1.0	
		0.5	4380													1.0	0.0	
		0.5	4380													1.0	0.0	
	Sta 1_PEF Burgaw									2	17520	2	17520			4.0	4.0	4.0
21	Sta 21_PEF Rockypoint	2	17520									2	17520			4.0	4.0	4.0
23	Sta 23_Surf City			3	26280							2	17520			5.0	5.0	2.0
17	Sta 17_PEF Penderlea			2	17520											2.0	2.0	2.0
	Sta 5_PEF Union											2	17520			2.0	1.0	1.5
13	Sta 13_Maple Hill																	
	Sta 8_PEF Maple Hill					3	26280					X-staff				3.0	3.0	3.0
16	Sta 16_PEF Hampstead			2	17520			X-staff		X-staff		2	17520			4.0	4.0	4.0
11	Sta 11_Atkinson	0.3	2600													0.3		0.3
		0.3	2600													0.3		0.3
	Sta 9_PEF Atkinson											2	17520			2.0	2.0	2.0
4	Sta 4_PEF Topsail											2	17520			2.0	2.0	2.0
29	Sta 29_PEF Currie			2	17520			X-staff				X-staff		1	8760	3.0	3.0	3.0
7	Sta 7_PEF Rockypoint											2	17520	1	8760	3.0	3.0	3.0
				0.5	4380											1.0	0.0	0.5
				0.5	4380											1.0	0.0	0.5
				0.5	4380											1.0	0.0	0.5
	Sta 22_Rockypoint			0.5	4380											0	1.0	1.0
18	Sta 18_PEF Scotts Hill			2	17520											2.0	2.0	2.0
19	Sta 19_Shiloh	0.5	4380													0.5		0.5
		0.5	4380													0.5		0.5
25	Sta 25_Surf City			3	26280			X-Staff								3.0	3.0	
17	S5																	
28	Sta 28_PEF Hampstead			2	17520									1	8760	3.0	3.0	3.0
15	S1																	
7	S22																	
11	S9																	

Financial Impacts of Alternative Considerations

The fiscal impact of the alternatives presented focused primarily on the cost of field personnel. This approach represents the largest financial liability of any emergency service agency. Considerations for administrative cost are included in specific analyses. The valuation of the deployment model utilizes the total compensation cost of each rank position by the midrange value. This is established using the defined salary rate inclusive of the FWW multiplied by PEF's current burden rate of 27% (Table 33). All other alternatives were based upon an established baseline using these parameters. This approach enables a true apples-to-apples comparison across proposed models. Thus, the relative value created by each alternative can be reliably applied to establish an expectation for the percentage of cost variations from model to model.

Table 33: PEF FY21 Payroll and Burden Rate Costs

Payroll with Burden Rate FY21	
Payroll Costs	\$6,931,936
Pension Cost	\$250,000
Other Pers. Costs	\$767,338
Group Insur.	\$846,055
Total Fringe	\$1,863,393
Burden Rate	27%

The following tables demonstrate the fiscal impact of the proposed models, inclusive of changes to the staffing multipliers, scheduled average workweek, and consolidation of administrative functions. The baseline value is highlighted in blue and represents the current staffing levels provided by the agency, at their current cost, utilizing the mid-range salary value for each position. This is inclusive of all the current practices described above. From this baseline, each subsequent change from the current is displayed as the monetary difference from the baseline.

OBSERVATION: Pender County could assume service provision from Pender EMS and Fire, Inc. for marginal savings under the current configuration or Configuration 1.

OBSERVATION: Pender County could assume service provision from Pender EMS and Fire, Inc. for approximately \$1.3 m savings in the leanest option of Configuration 2 and reduce the required fire service subsidies.

Table 34: Cost of Line Personnel by Plan, Workweek, and Multiplier - w/Current FWW and Burden Rate

Cost of Line Personnel by Plan and Multiplier - w/FWW/Current Burden Rate						
Plan	Current Multiplier		56hr Wk Multiplier		53hr Wk Multiplier	
	Line Costs	Diff. from Baseline	Line Cost	Diff. from Baseline	Line Cost	Diff. from Baseline
Current	\$9,790,447	\$0	\$9,510,420	-\$280,027	\$10,089,990	\$299,543
Configuration 1	\$9,999,277	\$208,829	\$9,713,276	-\$77,171	\$10,305,209	\$514,761
Configuration 2	\$8,757,556	-\$1,032,891	\$8,507,072	-\$1,283,376	\$9,025,497	-\$764,950

Table 35: Cost of Line Personnel by Plan, Workweek, and Multiplier - w/FLSA 7k and Current Burden Rate

Cost of Line Personnel by Plan and Multiplier - w/FLSA 7k/Current Burden Rate						
Plan	Current Multiplier		56hr Wk Multiplier		53hr Wk Multiplier	
	Line Costs	Diff. from Baseline	Line Cost	Diff. from Baseline	Line Cost	Diff. from Baseline
Current	\$10,096,499	\$306,051	\$9,807,718	\$17,270	\$8,920,540	-\$869,907
Configuration 1	\$9,999,277	\$208,829	\$9,713,276	-\$77,171	\$9,110,814	-\$679,633
Configuration 2	\$7,742,538	-\$2,047,910	\$7,521,085	-\$2,269,362	\$7,979,424	-\$1,811,023

Table 36: Cost of Line Personnel by Plan, Workweek, and Multiplier - w/FLSA 7k and Increased Burden Rate for NC Pension

Cost of Line Personnel by Plan and Multiplier - w/FLSA 7k/Increased Burden Rate						
Plan	Current Multiplier		56hr Wk Multiplier		53hr Wk Multiplier	
	Line Costs	Diff. from Baseline	Line Cost	Diff. from Baseline	Line Cost	Diff. from Baseline
Current	\$10,723,028	\$932,581	\$10,416,327	\$625,880	\$9,474,096	-\$316,351
Configuration 1	\$10,619,773	\$829,325	\$10,316,025	\$525,578	\$9,676,178	-\$114,270
Configuration 2	\$8,222,994	-\$1,567,453	\$7,987,799	-\$1,802,648	\$8,474,580	-\$1,315,867

The final table considers the impact of administrative efficiencies should the County assume control of the emergency services delivery. As a private entity, PEF must maintain essential business functions independently. These functions would already exist within the County government and could reasonably assume the work associate with Fire and EMS services. The Emergency Services department

would still need to maintain administrative oversight and command positions. Thus, only the positions that could be absorbed into existing County functions were considered. Table 37 provides a breakdown of the positions proposed for consolidation. It would be beneficial to leverage the savings realized with the 53hr workweek and administrative consolidation to provide a more competitive compensation plan for providers.

Table 37: Proposed Positions for Administration Consolidation into County Departments

PEF Admin Position/Title	Status	Salary/Wage	Total Comp.	FTE Count
Director Human Resources	Full-Time	\$84,000	\$106,580.28	1
Payroll/Acct. Payable Mgr.	Full-Time	\$75,333	\$95,583.99	1
Financial Officer	Full-Time	\$90,000	\$114,193.16	1
Director I.T.	Full-Time	\$75,147	\$95,347.67	1
Purchasing Clerk	Full-Time	\$45,698	\$57,982.21	1
Human Resources/Benefits Assistant	Full-Time	\$44,450	\$56,398.73	1
Purchasing Manager	Full-Time	\$59,700	\$75,748.13	1
I.T. System Administrator	Full-Time	\$46,352	\$58,812.01	2
Total:		\$520,681	\$660,646.17	9

Table 38: Cost of Line Personnel by Plan, Workweek, and Multiplier - w/FLSA 7k, Increased Burden Rate for NC Pension, and Admin Consolidation

Cost of Line Personnel by Plan and Multiplier - w/FLSA 7k/Increased Burden Rate/Admin Consolidation						
Savings from Administrative Consolidation:			\$660,646			
Plan	Current Multiplier		56hr Wk Multiplier		53hr Wk Multiplier	
	Line Costs	Diff. from Baseline	Line Cost	Diff. from Baseline	Line Cost	Diff. from Baseline ²⁹
Current	\$10,723,028	\$271,934	\$10,416,327	-\$34,767	\$9,474,096	-\$976,997
Configuration 1	\$10,619,773	\$168,679	\$10,316,025	-\$135,069	\$9,676,178	-\$774,916
Configuration 2	\$8,222,994	-\$2,228,099	\$7,987,799	-\$2,463,294	\$8,474,580	-\$1,976,514

²⁹ Assumes full value of the of administrative consolidation. It is understood that the county may need some or all of the positions to maintain continuity and manage workload.

OBSERVATION: If Pender County also absorbed the administrative consolidation, additional savings of up to \$660,646 could be realized depending on needs for continuity of operations and current county capacity.

Proposed Annual Budget Development Process

As previously discussed, the County must receive, and review budgets created by Pender EMS & Fire, levy the needed taxes, and account for their receipt and expenditure. As it stands, the County maintains very little control over the budget presented and administered by PEF. Concurrently, Pender EMS & Fire employs their own accounting for receipt and expenditure of funds, handle their own payroll, purchases their own commodities, etc. Given the nature of the current system where public dollars are levied and provided to a private contractor, it would be advisable for the County to assume greater control over the budget process to ensure the efficacy and validity of public fund expenditures. Further, this annual process should be rooted in a performance-based contract that provides for annual cost escalation caps. This would ensure the County is able to maintain long range financial planning related to its contractor costs.

The annual budget development process should be based upon several tenets. First, the County should establish an approved number of units by type and locale needed to deliver its adopted performance standard. These units should then have an associated approved staffing level as the minimum baseline required to meet the County's adopted deployment plan. Next, the process should require a cost detail for each employee approved in the overall head count. This would enable the County to monitor FTE counts, potential GWI considerations, and any potential impacts resulting from grant funding such as the SAFER. Finally, the County should establish an approved list of cost exceptions that can be provided for in the budget. These would typically represent standard overhead and support services. This approach ensures that public funds are being used solely for the public benefit. An Annual Budget Development tool is provided in Appendix A as an example of how this process could be structured and what information would be gathered.

APPENDIX A

Figure 12: Example - Summary Page of Annual Budget Request Form

[illegible]

Figure 13: Example - Units and Position Details of Annual Budget Request Form

Emergency Services Provider Program					
FORM 1 - UNITS AND RELIEF STAFFING MULTIPLIER FY20-21					
ENTER AGENCY NAME HERE					
AUTHORITY FUNDED UNITS	FY19-20 Unit Id	FY19-20 Positions	FY20-21 Unit Id	FY20-21 Positions	Increase (Decrease)
Enter "2 or 3" for 24/7 Engine/Truck/Heavy		0		0	0
Enter "2" for 24/7 Ambulance Unit		0		0	0
Enter "1" for 12/7 Peak Ambulance Unit		0		0	0
		0		0	0
		0		0	0
		0		0	0
		0		0	0
Add Additional Lines as needed		0		0	0
TOTAL POSITIONS FUNDED		0		0	0
TOTAL REGULAR FTEs FOR FORM 2A		0		0	0
CONTRACTOR FUNDED UNITS					
Enter "2 or 3" for 24/7 Engine/Truck/Heavy		0		0	0
Enter "2" for 24/7 Ambulance Unit		0		0	0
Enter "1" for 12/7 Peak Ambulance Unit		0		0	0
		0		0	0
Add Additional Lines as needed		0		0	0
TOTAL POSITIONS FUNDED		0		0	0
Note:					
Enter Units Once - Not For Each Shift - The Staffing Multiplier accounts for the Three Shifts					
RELIEF STAFFING MULTIPLIER					
TOTAL HOURS PER FTE BASED UPON A/B/C SHIFT	2,920				
ANNUAL PAID TIME OFF (average)					
Vacation					
Sick					
Kelly Day					
Holiday					
TOTAL HOURS	0				
Total Coverage	8,760				
Hours Worked per FTE	2,920				
RELIEF STAFFING MULTIPLIER	0.00				
Authority Funded Positions	0.00				
Average Firefighter/Paramedic Salary	#DIV/0!				
Average Firefighter/Paramedic Benefits	#DIV/0!				
Calculated Benefit Percentage	#DIV/0!				
RELIEF STAFFING	#DIV/0!				

Emergency Services Provider Program				
FORM 2 - PERSONAL SERVICES/OPERATING/CAPITAL SUMMARY FY20-21				
ENTER AGENCY NAME HERE				
ACCOUNT NAME AND NUMBER	FY 19-20 Contract Funding	FY 20-21 Contract Funding	Increase (Decrease)	% Increase (Decrease)
5110100 Executive Salaries		\$0	\$0	#DIV/0!
5120100 Regular Salaries & Wages		\$0	\$0	#DIV/0!
5120200 Relief Staffing		#DIV/0!	#DIV/0!	#DIV/0!
5150000 Special Pay		\$0	\$0	#DIV/0!
5210100 FICA		\$0	\$0	#DIV/0!
5220100 Retirement Contributions		\$0	\$0	#DIV/0!
5230100 Group Life Insurance		\$0	\$0	#DIV/0!
5231000 Group Health Insurance		\$0	\$0	#DIV/0!
5233000 Weekly Income Benefits		\$0	\$0	#DIV/0!
5240100 Workers' Compensation Insurance		\$0	\$0	#DIV/0!
5250100 Unemployment Comp Fund		\$0	\$0	#DIV/0!
TOTAL PERSONAL SERVICES	\$0	#DIV/0!	#DIV/0!	#DIV/0!
ACCOUNT NAME AND NUMBER				
5310000 Medical Services (Physicals)			\$0	#DIV/0!
5321000 Accounting & Auditing			\$0	#DIV/0!
5451000 Insurance - Vehicles			\$0	#DIV/0!
5452000 Insurance - Professional Liability			\$0	#DIV/0!
5464100 EMS & Support Vehicle - Repair & Maintenance			\$0	#DIV/0!
5464300 Fire & Support Vehicle - Repair & Maintenance			\$0	#DIV/0!
5464200 Fuel			\$0	#DIV/0!
5525000 Uniforms and Protective Equipment			\$0	#DIV/0!
5527000 State EMS License and Vehicle Permits			\$0	#DIV/0!
5528000 Personnel - State, ACLS, ITLS Certification			\$0	#DIV/0!
5600100 Capital - Response Vehicle Acquisition			\$0	#DIV/0!
5601000 Capital - Supervisor or Support Vehicle Acquisition			\$0	#DIV/0!
6000000 Allowable Cost Exceptions (See itemized list)	\$0	\$0	\$0	#DIV/0!
TOTAL OPERATING AND CAPITAL	\$0	\$0	\$0	#DIV/0!

Figure 15: Example – Line-Item Cost Exceptions of Annual Budget Request Form

Emergency Services Provider Program					
COST EXCEPTIONS SUMMARY FY20-21					
Pender EMS and Fire, Inc.					
ACCOUNT NAME AND NUMBER					
		FY 19-20 Budget Request	FY 20-21 Budget Request	Increase (Decrease)	% Increase (Decrease)
5310110	Consulting	-	-	-	#DIV/0!
5310120	Engineering	-	-	-	#DIV/0!
5320110	Advertising	-	-	-	#DIV/0!
5320210	Janitorial	-	-	-	#DIV/0!
5320410	Laundry and Dry Cleaning	-	-	-	#DIV/0!
5320510	Other Services	-	-	-	#DIV/0!
5320610	Pest	-	-	-	#DIV/0!
5320910	Security Services	-	-	-	#DIV/0!
5330110	Mileage Reimbursement	-	-	-	#DIV/0!
5330120	Tuition Reimbursement	-	-	-	#DIV/0!
5330310	Travel - County Business	-	-	-	#DIV/0!
5330310	Training and Conference - Travel	-	-	-	#DIV/0!
5330320	Training Fees	-	-	-	#DIV/0!
5340110	Internet Services	-	-	-	#DIV/0!
5340210	Telephone	-	-	-	#DIV/0!
5340311	Data Processing	-	-	-	#DIV/0!
5340321	Technology Replacement	-	-	-	#DIV/0!
5340710	Postage	-	-	-	#DIV/0!
5350110	Electric	-	-	-	#DIV/0!
5350120	Water	-	-	-	#DIV/0!
5350130	Sewer	-	-	-	#DIV/0!
5350140	Refuse	-	-	-	#DIV/0!
5350150	Gas	-	-	-	#DIV/0!
5350160	Stormwater	-	-	-	#DIV/0!
5350170	Reclaimed Water	-	-	-	#DIV/0!
5360310	Rent - Other Equipment	-	-	-	#DIV/0!
5380110	RM Facility Repairs	-	-	-	#DIV/0!
5380210	Groundskeeping	-	-	-	#DIV/0!
5380410	RM Materials Equipment - External	-	-	-	#DIV/0!
5380420	RM Equipment Maintenance	-	-	-	#DIV/0!
5380510	RM Radios	-	-	-	#DIV/0!
5390110	Copy Machine	-	-	-	#DIV/0!
5390120	Office Supplies	-	-	-	#DIV/0!
5390210	Small Equipment	-	-	-	#DIV/0!
5400210	EMS Commodities	-	-	-	#DIV/0!
5400410	Food and Ice	-	-	-	#DIV/0!
5400610	Janitorial Supplies	-	-	-	#DIV/0!
5400630	Medical Supplies	-	-	-	#DIV/0!
5400640	Operating Supplies	-	-	-	#DIV/0!
5400660	Fitness Equipment	-	-	-	#DIV/0!
5400710	Small Tools	-	-	-	#DIV/0!
5400810	Clothing Allowance	-	-	-	#DIV/0!
5400820	Personal Protective Equipment	-	-	-	#DIV/0!
5410110	Road Materials and Supplies	-	-	-	#DIV/0!
5420110	Memberships	-	-	-	#DIV/0!
5420120	Reference Materials	-	-	-	#DIV/0!
5650110	Equipment	-	-	-	#DIV/0!
Total Cost Exceptions:		\$0.00	\$0.00	\$0.00	#DIV/0!

Figure 16: Example - Personnel Services Detail of Annual Budget Approval Form

Emergency Services Provider Program												
FORM 2A - PERSONAL SERVICES DETAIL FY20-21												
ENTER AGENCY NAME HERE												
JOB TITLE (Administrative)	COUNT	Employee ID		EXECUTIVE SALARIES	REGULAR SALARIES	FICA	RETIREMENT CONTRIBUTIONS	GROUP LIFE INSURANCE	GROUP HEALTH INSURANCE	WEEKLY INCOME BENEFITS	WORKERS COMP INSUR	UNEMP
Fire Chief	1			\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
add lines as needed	2			\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL				\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
JOB TITLE (Line Personnel)	COUNT	Employee ID	UNIT/SHIFT	EXECUTIVE SALARIES	REGULAR SALARIES	FICA	RETIREMENT CONTRIBUTIONS	GROUP LIFE INSURANCE	GROUP HEALTH INSURANCE	WEEKLY INCOME BENEFITS	WORKERS COMP INSUR	UNEMP
LIEUTENANT	1				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BATTALION CHIEF	2				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FIREFIGHTER	3				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FIREFIGHTER	4				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FIREFIGHTER/PARAMEDIC	5				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PARAMEDIC	6				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PARAMEDIC	7				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PARAMEDIC	8				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PARAMEDIC	9				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
add lines as needed					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Line Personnel Benefits					\$0							
Total Line Personnel Salary					\$0							
Calculated Benefit Percentage					#DIV/0!							

SECTION 2 – PRESENTATION BODY

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SECTION 3 – QUANTITATIVE DATA REPORT

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SECTION 4 – GEOSPATIAL ANALYSES REPORT

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www.fitchassoc.com



Pender County Consent Agenda

TO: Board of County Commissioners

FROM: Sharon Willoughby

DATE: October 18, 2021

SUBJECT: Approval of a Purchase Order to Courthouse Computer Systems for
Recording Software FY 21/22 \$40,000.00

SUMMARY:

The Register of Deeds Office uses Courthouse Computer Systems to provide all of our recording software, website backup and office technology needs. A lease was approved by the Pender County Board of Commissioners FY 15/16. Funds were budgeted FY 21/22 out of fund 480-404500 Contract Services.

ACTION REQUESTED:

To consider approval of a purchase order to Courthouse Computer Systems in the amount of \$40,000.00



Courthouse Computer Systems
PO Box 9393
Chapel Hill, NC 27515 US
mary@courthousecomputersystems.com

Invoice

BILL TO

Sharon Lear Willoughby
Pender County Register of Deeds
Howard Holly Building
300 E. Fremont St.
Burgaw, NC 28425

INVOICE #	DATE	TOTAL DUE			ENCLOSED
3063	09/22/2021	\$40,000.00			

DESCRIPTION	QTY	RATE	AMOUNT
Software Service Annual Software Licensing and Maintenance -- July 2021 - June 2022	1	40,000.00	40,000.00

BALANCE DUE

\$40,000.00

Courthouse Computer Systems – Software as a Service Agreement

AGREEMENT made by and between Courthouse Computer Systems, Inc., (“Licensor”) and the Pender County Register of Deeds office (“Licensee”).

The “Agreement” covers data conversion, licensing, software support and website maintenance for a contract period of May 1st 2015 through June 30th 2020 as outlined below:

1. Definitions

- 1.1. “Designated Environment” means the computer equipment currently in place in the office
- 1.2. “Error” means a material failure of the Software to function in conformity with the Specifications
- 1.3. “Licensed Copies” means the number of copies of the Software being licensed to the Licensee
- 1.4. “Location(s)” means the Licensee office at Howard Holly Building, 300 E. Fremont St. Burgaw, NC 28425
- 1.5. “Office” means the Pender County Register of Deeds office.
- 1.6. “Software” refers to any of the supported software modules defined in section two of this Agreement.

2. Software Modules Included

- Fee Collection and Document Recording
- Document Indexing
- Document Imaging
- Public Inquiry
- Online Inquiry (Web)
- Fee Reporting
- Marriage License Issuance
- Online Marriage License and Marriage Kiosk
- Vital Records Indexing and Imaging
- Electronic Recording
- Backup and Conversion Protection

Functionality incorporated within these software modules includes, but is not limited to:

1. The ability to easily export records in the system to an ASCII text file format to ensure forward compatibility without costly data conversion if the county decides to switch to a different software vendor at a later date. This guarantees complete safety and security by ensuring that your data will always be readable in the future. The Register of Deeds office can create and store these files on a daily basis.
2. The seamless integration of Point Of Sale (POS) stations with the indexing system. The POS module operates as the office cash register by controlling



the cash drawer, printing receipts, and producing detailed ledger reports of all transactions.

3. The immediate accessibility of recorded documents for in-office retrieval. If desired, original documents may be scanned immediately for viewing on retrieval stations throughout the office.
4. The automatic generation of monthly reports that reference the complete set of financial data maintained in the system.
5. The ability to print traditional index books on-demand.
6. The ability to print traditional document books on-demand.
7. The ability to back-index and back-scan vital records.
8. The ability to back-scan document books.
9. Licensor will maintain the software in compliance with the existing North Carolina Standards for Indexing Real-Property Documents, effective July 1st, 2012.

3. Services Provided by Licensor

1. Data Conversion – The Licensor will convert all existing TIFF document for inclusion in the Document Imaging software module. Licensor will also convert and load all indexing data from the existing software system. One hundred and twenty hours of document image conversion and computerized index data conversion is included as part of the Agreement. Licensor warrants that it will justify in writing all hours spent on data conversion that are above one hundred and twenty hours and that the total of such hours must be reasonable.
2. Website Maintenance - The Licensor will provide Internet hosting of Land Record Indexes and Images for the Licensee. The Licensee will have the capability to upload new index information and images on a daily basis.
3. Telephone Support - The Licensor will provide telephone numbers that can be used as needed by the Licensee for assistance regarding the supported Software Modules and services. Telephone support is available during normal business hours (9:00AM to 5:00PM Monday through Friday). Licensor responds to all telephone support issues based upon the criticality of the issue, with systems that are completely non-functional receiving highest priority. Licensor endeavors, but does not guarantee, to respond to all non-critical issues within one business day.
4. Remote Support –Licensor will provide remote on-line support for the software modules through direct broadband connectivity provided by the Licensee. Remote online support allows the Licensor to perform system troubleshooting and make certain updates or configuration changes more quickly.
5. Additional Services – The Licensor is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to, redaction management, digital image to microfilm conversion, automated fraud

detection notification, back-file document scanning, and custom software development.

4. Licensee Responsibilities

1. Licensee shall allow Licensors to possess a master administrative password allowing access to the Software and Licensee's system as is necessary to complete Licensors' responsibilities under this Agreement.
2. Licensee shall periodically complete a total backup of all databases maintained by the office.
3. Licensee shall permit free and full access, including secure remote access, to the system as is necessary for Licensors to provide service.
4. Licensee shall provide equipment that is dependable and sufficient to meet the needs of the office.
5. Licensee shall provide remote connectivity so that Licensors can securely connect to the network and access individual machines in the Register of Deeds office to provide support.

5. Loaner Equipment

1. During the installation of software in the office, the Licensors may loan computer equipment to assist in the transition. All equipment provided by the Licensors remains the property of the Licensors. Any loaner equipment provided by the Licensors will be done so free of charge.

6. Software License

Licensors grants Licensee a non-exclusive, non-transferable license to use up to six copies of the CCS Workstation Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. Licensors grants Licensee a non-exclusive, non-transferable license to use up to eight copies of the CCS Search Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. All Software and Documentation remains the property of the Licensors. Licensee agrees to not make unauthorized copies of the Software and Documentation.

Licensee maintains full and irrevocable rights to the data and images maintained within the system. Licensee has the authority to convert this data to a different system at the Register of Deeds sole discretion.

7. Proprietary Rights

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software or Documentation are and shall remain the property of the Licensors, and nothing in this Agreement should be construed as transferring any aspect of such rights to the Licensee.

8. Confidentiality

8.1 Confidential Information



“Confidential Information”, shall mean the Software, Documentation, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that, subject to the North Carolina public records laws, it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than office or county employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee’s rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information.

8.2 Unauthorized Disclosure

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of Confidential Information, or any other breach of confidentiality and shall fully cooperate with the efforts of Licensor to regain possession of the Confidential Information and to prevent the further prohibited use or disclosure of the Confidential Information.

9. Warranty

9.1 Operation

Licensor represents to Licensee that: (1) during the Agreement Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Agreement Period of any errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor

9.2 Correction

In the event that Licensee notifies Licensor of an Error during the Agreement Period, Licensor’s sole liability, and Licensee’s sole remedy, will be Licensor’s use of reasonable efforts to correct such Errors or, in Licensor’s sole discretion, to refund a portion of the prepaid Price applicable to the portion of the Software which is defective.

10. Price

For the Software Licenses and Services outlined in this Agreement, Licensee agrees to pay Licensor an annual maintenance fee of \$40,000 and no cents. This annual fee will not increase for the term of this agreement. The maintenance cost is inclusive of software licensing, system implementation, initial training, Internet system configuration, and software maintenance. Annual maintenance fees are due on July 1st of each fiscal year, with the first of five annual payments for this contract period being due on July 1st, 2015.

The anticipated “Go-Live” date for the proposed system is prior to July 1st, 2015. . During the time period between the actual “Go-Live” date and the July 1st, 2015 start of

the next fiscal year, Courthouse Computer Systems will not charge Pender County a maintenance fee.

Additional allotments for initial data conversion that are above the included one hundred twenty hours will be provided on a time and materials basis of \$125 per hour.

11. Optional Additional Services

11.1 Customization

Additional time allotments for software customization are available on a time and materials basis of \$150 per hour.

12. Term and Termination of Agreement

12.1 Termination and Remedy

Licensee may terminate the Agreement without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within thirty days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts that are already accrued and owing or which Licensee has agreed to pay.

12.2 Breach

The Licensor may terminate this Agreement, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by Licensee, which cannot be remedied within thirty days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License.

12.3 Cessation of Use

Upon Termination of this Agreement, Licensee will cease using the Software and Documentation and return all copies of the Software, Documentation, and all other Confidential Information in its possession or destroy all copies of such materials residing in computer memory. Licensor shall be entitled to enter the Location(s) to repossess any Software, Documentation, and any other Confidential Information during normal business hours. Licensee shall, within ten days from the effective date of termination, certify in writing that all copies of the Software and Documentation have been returned, deleted, and destroyed.

12.4 Non-Appropriation

Licensor acknowledges that Licensee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Licensee's obligations under this contract, then this contract shall automatically expire without penalty to Licensee thirty (30) days after written notice to Licensor of the unavailability and non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the Licensee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Licensee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Licensee upon written notice to Licensor of such limitation or change in Licensee's legal authority

13. Renewal

After the initial term of this Agreement ends on June 30th 2020, the Agreement will renew automatically for two (2) subsequent terms of one year covering a time period of July 1st through June 30th. Licensor shall notify Licensee sixty days in advance of the July 1st renewal date of any changes to the Agreement. Acceptance will be assumed if the Licensee does not notify Licensor at least thirty days prior to the renewal date of their intention to not renew the Agreement.

14. Validity

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

15. Survival

Sections 6, 7, and 8 shall survive the termination of this Agreement for any reason.

16. Entire Agreement

This Agreement and its schedules and Addendums comprise the entire Agreement between the parties for licensing and support and is not subject to change or modification except by written Agreement signed by both parties.

LICENSOR:

Charles A. Roederer, III
Signature

Charles A. Roederer, III
Name

President
Title

6-30-2015
Date

LICENSEE:

Sharon Willoughby
Signature

Sharon Willoughby
Name

Register of Deeds
Title

5-20-2015
Date
Approved by BOCC
4-20-15

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

Sylvia S. Blinson
Signature of Finance Officer

6-19-15
Date

Code



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: October 18, 2021

SUBJECT: Acknowledge Introduction to the PCU Emergency Response Plan

SUMMARY:

The US Environmental Protection Agency mandated Emergency Response and Source Water Protection Plans for all water systems in 2019, with submittal deadlines based on the size of the system. Pender County Utilities submitted the companion Risk & Resilience Plan in June 2021, and our Emergency Response Plan (ERP) is due for final certification by December 2021. Part of the submittal documents require that the Board of County Commissioners have been introduced to the ERP through one of its regular meetings. This agenda item is to inform the Board that PCU has developed this document and it is available to personnel as needed and required to ensure appropriate guidance is available during emergency events. A Notice of Availability letter is attached, as well as a brief excerpt from the beginning of the ERP document.

ACTION REQUESTED:

Acknowledge receipt of Notice of Availability letter for the Board's introduction to the PCU Emergency Response Plan

ATTACHMENTS:

Notice of Availability letter
ERP first four pages



PENDER COUNTY UTILITIES

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

September 23, 2021

Pender County Board of Commissioners
George Brown, Chairman
Fred McCoy, Vice Chairman
Jackie Newton, Commissioner
David Piepmeyer, Commissioner
David Williams, Commissioner

Subject: Notice of Availability

I am writing to introduce the Emergency Response and Source Water Protection Plans for the Pender County Utilities Department. On January 1, 2019, the US EPA and the North Carolina Commission for Public Health mandated the development and implementation of the Emergency Response and Source Water Protection Plans to determine threats and develop emergency protocols for community water systems with populations greater than thirty-three hundred. These documents allow Pender County Utilities to comply with General Statutes 130A-320 (15A NCAC 18C.1305) requirements.

Source water is the untreated water from streams, rivers, lakes, or groundwater aquifers that are sources of public drinking water. Our states' surface waters face a variety of threats, including agriculture pressures, stormwater runoff, development, and emerging contaminants. Although source water protection planning does not guarantee the absence of contamination, it is an important step for a utility to assess vulnerabilities and to identify strategies that could better protect public health.

Section 10 of the Drinking Water Protection Act requires all water supply systems to have an Emergency Response Plan. The Emergency Response Plan is a written document that outlines personnel protocols in case of an emergency. This will increase the ability to respond quickly, accurately, and efficiently, and to reduce the impact the event has on our system and customers.

Respectfully Submitted,

Kenny Keel
Utilities Director
kkeel@pendercountync.gov

Amy Cox
Utilities Analyst
acox@pendercountync.gov

Pender County Utilities

Emergency Response and Source Water Plan





General Information

The loss of water and sewer services can create serious health hazards for the average citizen as well as those who have existing health needs. For this reason, it is important that Pender County Utilities make every effort to insure an uninterrupted water and sewer service for our customers. This is not always possible due to conditions that arise that are simply the result of natural problems, such as water line failure and sewer backups.

Pender County Utilities (PCU) administers water and wastewater for six water and one sewer district to serve the residents of Pender County. The districts include Rocky Point / Topsail, Scotts Hill, Maple Hill, Central Pender, Columbia Union, and Moore's Creek.

PCU operates two public water supply systems: Maple Hill Water District and the PCU water system within the county.

The Pender County Surface Water Treatment Plant is the sole source of potable water for Pender County water customers. The Water Treatment Plant is located on Highway 421 just north of the New Hanover County border. The plant has a finished water capacity of 2 million gallons per day and utilizes a conventional treatment process.

Raw water is supplied to the Water Treatment Plant via an interconnection with the Lower Cape Fear Water and Sewer Authority (LCFWASA) raw water pipeline. The LCFWASA draws water from the Cape Fear River through an intake located above Lock and Dam Number 1 where the King's Bluff Pump Station delivers water through the 48-inch diameter raw water pipeline.

PCU has seven storage tanks within the county for a total storage volume of 4 million gallons. In the Hampstead area the county has 2 wells which are feed by the Upper PeeDee Aquifer. The pumps at these wells can provide 350 gallons per minute. The water is treated with ortho-phosphate and sodium hypochlorite as required before going to customers.

Pender County Utilities owns and operates five pump stations throughout the county:

- High Service Pump Station – The High Service Pump Station is located at the water treatment plant and is responsible for supplying the entire service area.
- Wallace Booster Pump Station – The Wallace Booster Pump Station is currently used during the week when there are high summer water demands.
- St. Helena Booster Pump Station - The St. Helena BPS is used during high, high water demand.
- Sloop Point Pump Station – The Sloop Point Pump Station consists of a pre-packaged water booster pump station.
- NC Highway 210 Pump Station – The NC HWY 210 Pump Station is a packaged water booster pump station coupled with an auxiliary 200,000-gallon water tank. Pender County Utilities' Water Treatment Plant, Wastewater Treatment Plant, Distribution System (Wells and Tanks) are monitored 24/7 by the County's SCADA system. SCADA is used differently for each system:

In case of water or sewer emergencies Pender County Utilities operates an "on call" phone that is monitored 24/7 by a PCU employee. This "on call" employee is basically the "first responder" to any call: he/she evaluates the situation and depending on the type of call, alerts other employees as needed. For emergencies beyond our capabilities a list of contractors is available.

Pender County Utilities has a Drought Management Plan, Water System Management Plan, and Water Shortage Plan that are available that the Utilities Director's office. Additionally, PCU has an active Cross Connection Program. Information regarding Cross Connection/Backflow Protection is available through the Water and Sewer Superintendent.

Pender County Utilities Emergency Response Plan

CWS and ERP Information

Please fill in the information below as indicated.

PWSID	NC 70-71-011
Street Address	289 Quality Way (Hwy 421)
City, State Zip Code	Wilmington, NC 28401
Phone number	910-663-3637
Population Served	24,236 people with 9,447 connections
Prepared by	Amy Cox
Reviewed by	
Date completed	

Parcel ID Number	2291-75-8677-0000
Owner	Pender County
Directions	Hwy 421 between Cowpen Landing and Vitamin Drive
Description of Facilities	Water Treatment Plant is a metal building with a blue roof that faces the entry gate. The building to the right of the WTP is the maintenance building.

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Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: October 18, 2021

SUBJECT: Approval of Purchase Order to Dell Financial Services in the Amount of \$46,200.00 for the Lease Purchase of Computer Hardware.

SUMMARY:

Pender County Sheriff's Office personnel use computers in most aspects of their duties. This includes both desktop and mobile hardware. Most of our devices are in need of replacement because of wear-and-tear and/or age. Short term lease-to-own of computer hardware is preferred as it will allow us to replace most of the aging equipment in this budget year while spreading the lease payments over four years. Additionally, it will help us keep computer hardware costs predictable and consistent each budget year eliminating the need for greatly increased funding in any single year to purchase all the equipment outright. We will have both a manufactures warranty and an accidental damage warranty on the mobile field units and a manufactures warranty on the desktop units; both of which will coincide with the 4-year lease. This is an existing lease with Dell Financial Services.

This is year 4 of 4 on this lease. This will be the final payment.

This expenditure has been budgeted in the FY 21-22 Budget Ordinance.
These funds will come out of account 510-406000.

ACTION REQUESTED:

To consider a resolution authorizing a purchase order to Dell Financial Services in the amount of \$46,200.00.

LEASE NO: 810-8998213-002
Your DELL Customer Number is: 8998213



**ACCOUNTS PAYABLE
COUNTY OF PENDER, SHERIFF'S OFFICE
PO BOX 1449
BURGAU, NC 28425**

AUGUST 15, 2018 03:43:33 PM

Dear COUNTY OF PENDER, SHERIFF'S OFFICE,

Thank you for choosing Dell Financial Services for your technology leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the five simple steps listed below:

- Step 1 Provide your Federal Employer Identification (**FEI**) Number on **Page 1 of 5 if your FEIN is not printed**.
- Step 2 Sign and Date the **YOU/LESSEE** section only on **Page 2 of 5** and print your **NAME and TITLE**.
- Step 3 After completing steps 1 through 2, return **ALL PAGES** via fax to 512-283-9380 or email to Public_Manual_Docs@Dell.com, excluding AutoPay.
- Step 4 **(Optional)** For the ease and convenience of **AUTOPAY**, please complete the enclosed form and return it according to the instructions on the autopay form.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact us.

JAMES P HORAN
800-955-3355

*****Helpful Information*****

Lease Related: Your DFS Lease Number is: **810 - 8998213-002**
Equipment Related: Your DELL Customer Number is: **86356435**

For Dell Inc. equipment support or questions call **(888) 560-8324**.

View www.Dell.com/Support for Dell order status once your Lease paperwork is complete or call (800) 879-3355

The first invoice you receive once your Lease commences will include your Annual Rent Payment plus any itemized taxes, fees and shipping charges. Subsequent invoices will only include your Annual Rent Payments and any other applicable taxes and/or fees.

TELP SNAP

LEASE NO: 810-8998213-002
Your DELL Customer Number is: 8998213



Your Dell Customer Number is: 86356435

Company No: 65

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN **YOU, THE CUSTOMER** WHO IS THE **LESSEE** INDICATED BELOW. WHEN WE USE **WE, US** AND **OUR** WE MEAN THE **LESSOR, DELL FINANCIAL SERVICES L.L.C.**

FULL LEGAL NAME OF LESSEE COUNTY OF PENDER, SHERIFF'S OFFICE	LEASE TERM (MONTHS) 48	RENT PAYMENT(S) \$46,157.87 Principal and Interest components as set forth on Attachment B ^Subject to Applicable Tax	TRANSACTION PROCESING FEE 0.00
DBA NAME (IF ANY)	TYPE OF ENTITY Municipality	FINANCING TERMS Product Cost = \$160,698.78 Upfront tax= \$11,622.09 (ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE) **Shipping Charges are not included in the Annual Rental Payment, and will appear as a one time charge on your first invoice.	
BILLING ADDRESS: PO BOX 1449 BURGAW, NC 28425			
	INTEREST RATE 4.7%	PRINCIPAL AMOUNT FINANCED \$172,320.87	
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTIONS/SUPPLIER SEE ATTACHMENT A	
		END OF LEASE PURCHASE OPTION \$1 TAX EXEMPT LEASE PURCHASE	

566000329

FEDERAL EMPLOYER IDENTIFICATION #

Step 1. If your FEI number is **not pre-printed**, you **MUST** provide it in the box above.

TERMS AND CONDITIONS OF LEASE

1. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 5) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies

are available at www.dell.com. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent (or the following day of the subsequent if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

2. Funding Intent; Nonappropriation of Funds: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Representations, Warranties and Covenants: You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (g) the total cost of the Products will not be less than the total Principal Portion of the Rent listed in this Lease; (h) the Products have or will be ordered within six months of the date hereof in order to commence the Lease; (i) the Products are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof; (j) no fund or account which secures or otherwise relates to the Rent has been established; (k) you will not sell, encumber or otherwise dispose of any property comprising this Lease prior to the final maturity or termination of this Lease without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (l) you agree to execute, deliver and provide us with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Lease, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (m) Rent under this Lease will be paid from your periodic appropriations deposited into your general fund, such appropriations will equal the Rent due during each Fiscal Period, and all Rent payments will be from an appropriation made during the same Fiscal Period in which such Rent payment is made; and (n) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (n) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us. We hereby give notice to you that upon execution of this Lease, we will assign all of our right, title and interest in, to and under this Lease, including all Products and all payments owing under this Lease to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between us and DEF. You acknowledge and consent to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. You should continue to make any and all payments under this Lease directly to us, as servicing agent for DEF unless and until we notify you otherwise.

4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

5. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

6. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products

without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

7. Title, Quiet Enjoyment, Personal Property, Filing: You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

8. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "**AS-IS-WHERE-IS**", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

9. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

10. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

11. Return: In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

12. Purchase Option: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the Purchase Option price of \$1.00. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products, if any, to you "**AS-IS-WHERE-IS**", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate.

13. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

14. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

15. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation

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for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

16. Indemnity: To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

17. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

LESSEE: COUNTY OF PENDER, SHERIFF'S OFFICE		US/DFS Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE (For DFS use only)	
PRINT NAME AND TITLE	DATE	PRINT NAME AND TITLE (For DFS use only)	DATE

Step 2. Please sign and Date the YOU/LESSEE section and print your name and Title.

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LEASE AGREEMENT
Attachment A

Attached hereto and made a part hereof Lease: 810-8998213-002 between Dell Financial Services L.L.C. and COUNTY OF PENDER, SHERIFF'S OFFICE as Lessee.

Product Location	General Product Description/Supplier/Quantity	
605 E FREMONT ST BURGAW NC 28425	Dell Order #395386021	
605 E FREMONT ST BURGAW NC 28425	Description DE2045-1320 90 Watt DC Power Adapter with Cigarette Configuration Input to Vehicle Dell Order #395386054	Quantity 70
	Description OptiPlex 3060 Small Form Factor BTX Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	Quantity 33 33
		1
		1
	US Order	33
	Win 10 Pro 64 English, French, Spanish	33
	Microsoft(R) Office 30 Days Trial	33
	SSD as first boot drive	33
	M2X3.5 Screw for SSD/DDPE	33
	No Additional Hard Drive	33
	Intel Integrated Graphics, Dell OptiPlex	33
	No Media Card Reader	33
	No Wireless Driver	33
	No PCIe add-in card	33
	Dell KB216 Wired Multi-Media Keyboard English Black	33
	Dell MS116 Wired Mouse, Black	33
	No Cable Cover	33
	No Additional Cable Requested	33
	Not selected in this configuration	33
	SupportAssist	33
	Dell(TM) Digital Delivery Cirrus Client	33
	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	33
	Waves Maxx Audio	33
	Dell Developed Recovery Environment	33
	No Anti-Virus Software	33
	Energy Star	33
	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	33
	CMS Essentials DVD no Media	33
	Intel(R) Core(TM) i5 Processor Label	33
	Retail POD	33
	Safety/Environment and Regulatory Guide (English/French Multi- language)	33
	No Intel Responsive	33
	No CompuTrace	33
	Ship Material for OptiPlex Small Form Factor	33
	Desktop BTS/BTP Shipment	33
	No External ODD	33

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Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W);	33
supports Windows 10/Linux	
8GB (1X8GB) 2666MHz DDR4 UDIMM Non-ECC	33
M.2 256GB SATA Class 20 Solid State Drive	33
ODD Bezel, Small Form Factor	33
8x DVD+/-RW 9.5mm Optical Disk Drive	33
No Wireless LAN Card	33
OptiPlex 3060 Small Form Factor with 200W up to 85% efficient	33
Power Supply (80Plus Bronze)	
No Integrated Stand option	33
Software for OptiPlex Systems	33
OS-Windows Media Not Included	33
Fixed Hardware Configuration	33
No Chassis Intrusion Switch	33
TPM Enabled	33
System Power Cord (Philippine/TH/US)	33
No Out-of-Band Systems Management	33
SFF: EPA Regulatory LBL for Mexico	33
Shipping Label for DAO	33
Documentation,English,French,Dell OptiPlex 3060	33
Additional VGA Video Port for SFF	33
ProSupport: Next Business Day Onsite, 4 Years	33
ProSupport: 7x24 Technical Support, 4 Years	33
Dell Limited Hardware Warranty Plus Service	33
Keep Your Hard Drive, 4 Year	33
Dell Order #395386039	

605 E FREMONT ST
BURGAU
NC
28425

Description	Quantity
Dell Latitude 5414 Rugged, XCTO	48
	1
	1
US Order	48
Dell Data Protection Security Tools Digital Delivery/NB	48
Support Assist	48
Dell Limited Hardware Warranty Extended Year(s)	48
Intel Core i5-6300U Processor (Dual Core, 3M Cache, 2.40 GHz)	48
8GB (1x8GB) 2133MHz DDR4 Memory	48
256GB Solid State Drive	48
Intel Integrated HD Graphics 520	48
14.0" FHD(1920 x 1080) Outdoor-readable, Touch, with	48
Camera with Privacy Shutter and Microphone	
Sealed Internal RGB Backlit English Keyboard	48
Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless	48
Adapter+ Bluetooth 4.1	
6-cell (65Wh) Lithium Ion Battery With ExpressCharge	48
65W AC Adapter, 3-pin	48
US Power Cord	48
No Optical Drive	48
Dell Client System Update	48
Adobe Reader 11	48
ProSupport Plus: Next Business Day Onsite, 1 Year Extended	48
ProSupport Plus: Next Business Day Onsite, 3 Years	48
Dell Limited Hardware Warranty Initial Year	48
ProSupport Plus: Accidental Damage Service, 4 Years	48
ProSupport Plus: Keep Your Hard Drive, 4 Years	48
ProSupport Plus: 7X24 Technical Support, 4 Years	48
Thank you for choosing Dell ProSupport Plus. For tech support,	48
visit www.dell.com/contactdell or call 1-866-516-3115	

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Windows 7 Professional English, French, Spanish 64bit (Includes	48
Windows 10 Pro License)	
Microsoft(R) Office 30 Days Trial	48
No Out-of-Band Systems Management	48
TPM Enabled	48
No Mouse	48
Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless	48
Adapter+ Bluetooth 4.1 Driver	
DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon	48
(Windows 7)	
No FGA	48
Safety/Environment and Regulatory Guide (English/French Multi-	48
language)	
Quick Setup Guide (English)	48
Energy Star	48
No UPC Label	48
No Media	48
No Option Included	96
ODM Info	48
Shipping Material for Latitude 14 Rugged (5414)	48
No Stand included	48
Regulatory label	48
Intel Core i5 Processor Label	48
BTO Standard shipment Air	48
Dell Digital Delivery Cirrus Client	48
Dell Power Manager	48
System Driver, Dell Rugged Latitude 5414	48
Waves Maxx Audio Royalty	48
Dell Developed Recovery Environment	48
No Carrying Case	48
No PCMCIA Card or ExpressCard Reader	48
Docking connector for Rugged Docking Station only	48
PowerDVD Software not included	48
No Additional Ports	48
Regulatory Label for Non Rubber Keyboard with WWAN	48

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Dell Order #395386013

Description	Quantity
Dell Latitude 5580 XCTO	2
	1
	1
US Order	2
Dell Limited Hardware Warranty Extended Year(s)	2
Thank you choosing Dell ProSupport. For tech support, visit	2
//support.dell.com/ProSupport or call 1-866-516-3115	
Intel(R) Core(TM) i7-7820HQ Processor Base, Integrated HD	2
Graphics 630, Displayport over USB Type-C	
16GB, 2x8GB, DDR4 Memory	2
512GB Solid State Drive M2 2280 SATA	2
M.2 SSD SATA Hard Drive Bracket	2
Non Touch LCD Backcover, WWAN	2
Non-Touch bezel with camera	2
39.6cm (15.6'') Non-Touch Anti-Glare FHD (1920 x	2
1080)	
Internal US/International Qwerty Backlit Dual Pointing Keyboard	2
Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless	2
Adapter+ Bluetooth 4.1	
Primary 4-cell 68W/HR Battery	2
Dual Point Palmrest with No Security	2

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LEASE NO: 810-8998213-002
Your DELL Customer Number is: 8998213

US Power Cord	2
System Shipment, Latitude 5580	2
No Resource DVD / USB	2
Mix Model Packaging DAO	2
Dell Limited Hardware Warranty	2
ProSupport: 7x24 Technical Support, 4 Years	2
ProSupport: Next Business Day Onsite, 1 Year	2
ProSupport: Next Business Day Onsite, 3 Year Extended	2
7th Generation Intel Core i7-7820HQ (Quad Core, 2.90Gz, 8MB cache)	2
Win 10 Pro 64 English, French, Spanish	2
Microsoft(R) Office 30 Days Trial	2
Intel Rapid Storage Technology	2
No Out-of-Band Systems Management	2
Thank You for Choosing Dell	2
No Mouse	2
Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1 Driver	2
Qualcomm Snapdragon X7 LTE-A (DW5811e) Verizon	2
65W AC Adapter, 3-pin	2
No FGA	2
No Docking Station	2
No Carrying Case	2
Dell Power Manager	2
SupportAssist	2
Dell(TM) Digital Delivery Cirrus Client	2
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	2
Waves Maxx Audio	2
Dell Developed Recovery Environment	2
No Media	2
No Stand included	2
No Option Included	2
Windows 10 Placemat	2
Energy Star 6.1	2
BTO Standard Shipment (S)	2
Intel Core i7 Processor Label	2
Safety/Environment and Regulatory Guide (English/French Multi-language)	2
No UPC Label	2
Direct ship Info Mod	2
Regulatory Label included	2
No Anti-Virus Software	2
No Removable CD/DVD Drive	2

605 E FREMONT ST
BURGAUW
NC
28425

Dell Order #395386047

Description	Quantity
Dell Latitude 5414 Rugged, XCTO	22
	1
	1
US Order	22
Dell Data Protection Security Tools Digital Delivery/NB	22
Support Assist	22
Dell Limited Hardware Warranty Extended Year(s)	22
Intel Core i5-6300U Processor (Dual Core, 3M Cache, 2.40 GHz)	22
8GB (1x8GB) 2133MHz DDR4 Memory	22
256GB Solid State Drive	22
Intel Integrated HD Graphics 520	22

TELP SNAP

LEASE NO: 810-8998213-002
Your DELL Customer Number is: 8998213

14.0" FHD(1920 x 1080) Outdoor-readable, Touch, with	22
Camera with Privacy Shutter and Microphone	
Sealed Internal RGB Backlit English Keyboard	22
Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless	22
Adapter+ Bluetooth 4.1	
6-cell (65Wh) Lithium Ion Battery With ExpressCharge	22
65W AC Adapter, 3-pin	22
US Power Cord	22
No Optical Drive	22
Dell Client System Update	22
Adobe Reader 11	22
ProSupport Plus: Next Business Day Onsite, 1 Year Extended	22
ProSupport Plus: Next Business Day Onsite, 3 Years	22
Dell Limited Hardware Warranty Initial Year	22
ProSupport Plus: Accidental Damage Service, 4 Years	22
ProSupport Plus: Keep Your Hard Drive, 4 Years	22
ProSupport Plus: 7X24 Technical Support, 4 Years	22
Thank you for choosing Dell ProSupport Plus. For tech support,	22
visit www.dell.com/contactdell or call 1-866-516-3115	
Windows 7 Professional English, French, Spanish 64bit (Includes	22
Windows 10 Pro License)	
Microsoft(R) Office 30 Days Trial	22
No Out-of-Band Systems Management	22
TPM Enabled	22
No Mouse	22
Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless	22
Adapter+ Bluetooth 4.1 Driver	
DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon	22
(Windows 7)	
No FGA	22
Safety/Environment and Regulatory Guide (English/French Multi-	22
language)	
Quick Setup Guide (English)	22
Energy Star	22
No UPC Label	22
No Media	22
No Option Included	44
ODM Info	22
Shipping Material for Latitude 14 Rugged (5414)	22
No Stand included	22
Regulatory label	22
Intel Core i5 Processor Label	22
BTO Standard shipment Air	22
Dell Digital Delivery Cirrus Client	22
Dell Power Manager	22
System Driver, Dell Rugged Latitude 5414	22
Waves Maxx Audio Royalty	22
Dell Developed Recovery Environment	22
No Carrying Case	22
No PCMCIA Card or ExpressCard Reader	22
Docking connector for Rugged Docking Station only	22
PowerDVD Software not included	22
No Additional Ports	22
Regulatory Label for Non Rubber Keyboard with WWAN	22

All other terms and conditions of the Lease shall remain unchanged.

TELP SNAP

LEASE NO: 810-8998213-002
Your DELL Customer Number is: 8998213



**LEASE AGREEMENT
Attachment B**

Company No: 65

Attached hereto and made a part hereof Lease No: 810-8998213-002 between DELL FINANCIAL SERVICES L.L.C. as Lessor and COUNTY OF PENDER, SHERIFF'S OFFICE as Lessee

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	172,320.87					
1	172,320.87	46,157.87	-	46,157.87	126,163.00	126,163.00
2	126,163.00	46,157.87	6,060.55	40,097.32	86,065.68	86,065.68
3	86,065.68	46,157.87	4,134.38	42,023.49	44,042.19	44,042.19
4	44,042.19	46,157.87	2,115.68	44,042.19	0.00	-

TELP SNAP

LEASE NO: 810-8998213-002
Your DELL Customer Number is: 8998213

Dell
Financial
Services™

AUTOPAY AUTHORIZATION FORM

This is ☐ New Autopay Request ☐ Change to Existing Information ☐ Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice

☐ Yes, please continue to send a monthly invoice ☐ No, I do not require a monthly invoice

All fields are mandatory

SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION

Name on Dell Lease or Loan Account: _____
(Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

Contact Name: _____ Phone: _____

Email Address: _____
(Note: In order to receive confirmation of autopay setup, please provide an email address)

SECTION 2: BANKING INFORMATION (The bank account must be a commercial account)

Name on Bank Account: _____

Bank Routing Number*: _____

Bank Account Number*: _____

* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

SECTION 3: SIGNATURE (must be an authorized signer on bank account)

This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

PRINTED NAME _____ TITLE: _____

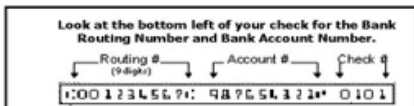
SIGNATURE: _____ DATE: _____

If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form separately via fax or mail as indicated below. Do not include it with the return of your lease documents. **PLEASE DO NOT EMAIL THE COMPLETED FORM.** Return the completed form and copy of a voided check to our Autopay Department per the instructions below:

BY FAX (for faster activation)

Dell Financial Services AutoPay
Customer Service
Fax# 512-283-1854

OR
BY MAIL
Dell Financial Services AutoPay
P.O. Box 81577
Austin, TX 78708-1577



You should retain a copy of this form for your records.

Copy of a voided check must
accompany this form

Revision: 2/16/2016

TELP SNAP



**Pender County
Board of Commissioner Meeting Minutes
October 04, 2021**

TO: Board of County Commissioners
FROM: Tera Cline
DATE: October 18, 2021
SUBJECT: Approval of the Board of Commissioner Meeting Minutes October 04, 2021

SUMMARY:

Board of Commissioner Meeting Minutes October 04, 2021

ACTION REQUESTED:

Requesting approval of the Pender County Board of County Commissioners meeting minutes for October 04, 2021.



MINUTES
Board of County Commissioners Meeting
Monday, October 4, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

OTHERS PRESENT:

Chad McEwen, County Manager
Trey Thurman, County Attorney
Tera Cline, Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

Chairman called the meeting to order at 4:00 pm

2 INVOCATION

Commissioner David Williams presented the invocation.

3 PLEDGE OF ALLEGIANCE

Commissioner David Piepmeyer lead the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by David Williams, seconded by David Piepmeyer

Motion Approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			

David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

6.1 Pender County Safety Awards

6.2 Presentation "Cape Fear Change in Motion 2020" Short-Range TDM Plan

Nick Canon with the WMPO gave a presentation on Short Range Transportation Demand Management plan.

6.3 Presentation of Pender County Collector Street Plan 2021 Update

Will Letchworth, PE with WSP presented the proposed draft of the Pender County Collector Street Plan.

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.1 Approval of Tax Releases and Refunds

8.2 Reclassification of Existing WWTP Operator 2 Position to Wastewater Plant Superintendent

8.3 Approval of Budget Amendment for Salary Line-Item Adjustments for PCU WWTP Superintendent Reclassification

8.4 Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2021-2022 CCA & ARPA Funding: \$56,583.50

Moved by David Piepmeyer, seconded by David Williams

Budget Amendment approved after Wes Davis, Director of DSS, gave a brief overview as to why the amount is now \$28,291.74 instead of \$56,583.50. Commissioners stated they would make some contact in regards to NC DHHS not following through with information or money.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

8.5 Approval for Grant funding by the Governor's Crime Commission for Interview room Recording Equipment Upgrades

8.6 Approval of the Board of Commissioner Meeting Minutes September 20, 2021

Moved by David Williams, seconded by Fred McCoy

Consent Agenda Approved less Item number 8.4

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Approval of a Purchase Order to Bill Carone Ford of Wallace for \$84,386.00 for the purchase of two 2022 Ford F250 4x4 trucks with service body.

Anthony Colon, Deputy Director of Utilities, Presented the PO request for the purchase of 2 trucks.

Moved by Fred McCoy, seconded by David Williams

Motion Approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			

	5	0	0	0
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CARRIED.

9.2 Offer on surplus property parcel ID 3331-96-5031-0000

This offer was tabled until information could be received from staff. Justian Pound, Tax office and Daniel Adams, Flood Plain Administrator were asked to follow up on the value of the house and property. The board requested Mr. Pound to follow up on a true assessment amount and confirm if it was flooded or not. There was discussion on the property being land locked as well. Chairman asked if we could get some clarification on the property before any bid is accepted. Value of the house and condition of the house. If it has been flooded and see a current flood map and confirm the other structure on the property as well.

Moved by David Piepmeyer, seconded by David Williams

Motion to accept the offer of \$56,906.00 for parcel number 3331-96-5031-0000

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

10 DISCUSSION

11 APPOINTMENTS

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

Covid update given

18 SOCIAL SERVICES BOARD

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

19.1 Trey Thurman, County Attorney, stated that closed session items were as followed:

Item 3: Attorney Client

Item 4: Economic Development

Item 6: Personnel

- Chad McEwen-County Manager, Nothing for open session.
- Doug Shipley, Assistant County Manager, reminded the commissioners and public that the meeting scheduled for 10-18-2021 will be in Hampstead.
- Allen Vann, Assistant County Manager, stated that in regards to the file storage issue at the court house, he should have something to present to the board early November.

20 CLOSED SESSION (IF APPLICABLE).

20.1 Motion to go into closed session made at 5:19 P.M. Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the

public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session; 5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract; and 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting. The Board exited closed session at approximately 6:20 PM.

21 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

22 ADJOURNMENT

Moved by David Williams, seconded by David Piepmeyer

Motion to adjourn at 624 PM

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.



**Pender County
Resolution in appreciation of Wilmington
Area Rebuilding Ministry WARM**

TO:	Board of County Commissioners
FROM:	George Brown
DATE:	October 18, 2021
SUBJECT:	Resolution in appreciation of Wilmington Area Rebuilding Ministry WARM

Board of Commissioners

*George R. Brown, Jr., Chairman
Archibald "Fred" McCoy, Vice Chairman
Jaqueline A. (Jackie) Newton
David A. Piepmeyer
J. David Williams, Jr.*



County Manager

Chad McEwen

County Attorney

Carl W. "Trey" Thurman, III

Clerk to The Board

Tera Cline

RESOLUTION RECOGNIZING WARM – Celebrating 25 Years

WHEREAS, be it resolved that in 2021 WARM (the Wilmington Area Rebuilding Ministry) is celebrating 25 years of service to lower-income families in Southeastern North Carolina.

WHEREAS, WARM grew out of the United Methodist Church's response to Hurricane Fran in 1996. Twenty-five years later, WARM volunteers, founders and staff members are still making critical repairs and accessibility upgrades that help families and individuals remain in their own homes and communities.

WHEREAS, WARM has been essential to the citizens in Pender County in the aftermath of numerous storms and continues to help Pender County citizens rebuild and restore their homes.

WHEREAS, in 25 years WARM has rebuilt over 1600 homes in seven NC counties, addressing threats to health and safety as well as helping to preserve our state's affordable housing stock.

WHEREAS, the average monthly income of a WARM family in 2021 is only \$1,542. Fifty-eight percent of WARM homeowners are over 60 years old and 66% have no mortgage.

WHEREAS, the WARM model uses volunteer labor with knowledgeable supervisors, and funding from government, corporations, and individuals to make necessary home repairs, allowing many of these people to live out their golden years in a safe and stable home environment.

NOW, THEREFORE BE IT RESOLVED, that the Pender County Board of Commissioners would like to publicly thank and congratulate WARM on celebrating 25 years of rebuilding homes and lives. Thank you and job well done.

Adopted this the 18th day of October 2021.

George R. Brown, Chairman
Pender County Board of Commissioners

ATTEST:

Tera Cline
Clerk to the Board





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: October 18, 2021
SUBJECT: Settlement and Order of Collections

SUMMARY:

After the tax receipts are created the governing board must adopt an order charging the tax collector with the obligation to collect the taxes included in those receipts. This order also extends to uncollected taxes of previous years not to exceed ten years. This "order of collection" has the same effect as a court judgment against the jurisdiction's taxpayers, meaning tax collectors may use collection remedies against personal property, such as attachment and garnishment, and levy without additional involvement by the courts.

A copy of the complete scroll is available by request at the Office of Tax Collections in Pender County.

ACTION REQUESTED:

The Tax Collector recommends the Board of Commissioners receive the Report and Settlement of 2020 Taxes, as statutorily required, and issue an order of collections for the Tax Collector to move forward with the collection of 2021 taxes.

06/30/2021 17:50
jpound

PENDER COUNTY
COLLECTOR'S REPORT FROM 07/01/2020 TO 06/30/2021

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REAL ESTATE SUMMARY

Page 2 of 10

YEAR: 2020

07/01/2020 UNCOLLECTED AMOUNT:	47,920.37	---COLLECTIONS---	
CURRENT AMOUNT:	61,820,344.27	PRINCIPAL:	59,660,770.73
ADDITIONS:	341,103.36	INTEREST:	190,515.51
DELETIONS:	637,901.64	FEES/PENALTIES:	2,851.77
ADJUSTED COLLECTIBLE AMOUNT:	61,571,466.36	OVERPAYMENTS:	2,577.76
		DISCOUNTS/WRITEOFFS:	110.26
		TOTAL COLLECTED:	59,856,826.03
		06/30/2021 UNCOLLECTED AMOUNT:	1,910,585.36
		06/30/2021 COLLECTION PERCENT:	96.90%

TOTALS FOR REAL ESTATE

07/01/2020 UNCOLLECTED AMOUNT:	47,920.37	---COLLECTIONS---	
CURRENT AMOUNT:	61,820,344.27	PRINCIPAL:	59,660,770.73
ADDITIONS:	341,103.36	INTEREST:	190,515.51
DELETIONS:	637,901.64	FEES/PENALTIES:	2,851.77
ADJUSTED COLLECTIBLE AMOUNT:	61,571,466.36	OVERPAYMENTS:	2,577.76
		DISCOUNTS/WRITEOFFS:	110.26
		TOTAL COLLECTED:	59,856,826.03
		06/30/2021 UNCOLLECTED AMOUNT:	1,910,585.36
		06/30/2021 COLLECTION PERCENT:	96.90%

06/30/2021 17:50
jpound

**PENDER COUNTY
COLLECTOR'S REPORT FROM 07/01/2020 TO 06/30/2021**

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arcolrpt 2

PERSONAL PROPERTY SUMMARY

Page 3 of 10

YEAR: 2020

07/01/2020 UNCOLLECTED AMOUNT:	.00	---	COLLECTIONS---
CURRENT AMOUNT:	4,240,461.14	PRINCIPAL:	4,072,297.74
ADDITIONS:	223,268.64	INTEREST:	14,332.91
DELETIONS:	40,076.03	FEES/PENALTIES:	121.35
ADJUSTED COLLECTIBLE AMOUNT:	4,423,653.75	OVERPAYMENTS:	.00
		DISCOUNTS/WRITEOFFS:	43.35
		TOTAL COLLECTED:	4,086,795.35
		06/30/2021 UNCOLLECTED AMOUNT:	350,990.39
		06/30/2021 COLLECTION PERCENT:	92.06%

TOTALS FOR PERSONAL PROPERTY

07/01/2020 UNCOLLECTED AMOUNT:	.00	---	COLLECTIONS---
CURRENT AMOUNT:	4,240,461.14	PRINCIPAL:	4,072,297.74
ADDITIONS:	223,268.64	INTEREST:	14,332.91
DELETIONS:	40,076.03	FEES/PENALTIES:	121.35
ADJUSTED COLLECTIBLE AMOUNT:	4,423,653.75	OVERPAYMENTS:	.00
		DISCOUNTS/WRITEOFFS:	43.35
		TOTAL COLLECTED:	4,086,795.35
		06/30/2021 UNCOLLECTED AMOUNT:	350,990.39
		06/30/2021 COLLECTION PERCENT:	92.06%

GRAND TOTALS

07/01/2020 UNCOLLECTED AMOUNT:	47,920.37	---	COLLECTIONS---
CURRENT AMOUNT:	66,060,805.41	PRINCIPAL:	63,733,068.47
ADDITIONS:	564,372.00	INTEREST:	204,848.42
DELETIONS:	677,977.67	FEES/PENALTIES:	2,973.12
ADJUSTED COLLECTIBLE AMOUNT:	65,995,120.11	OVERPAYMENTS:	2,577.76
		DISCOUNTS/WRITEOFFS:	153.61
		TOTAL COLLECTED:	63,943,621.38
		06/30/2021 UNCOLLECTED AMOUNT:	2,261,575.75
		06/30/2021 COLLECTION PERCENT:	96.57%

** END OF REPORT - Generated by Justian Pound **

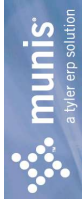


P 7836
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PENDER COUNTY
YEAR 2021 TAX SCROLL

09/21/2021 11:29
jbound

PROPERTY VALUES	RESIDENTIAL	BUSINESS	UTILITY	TOTAL
REAL PROPERTY VALUE	8,568,315,325	0	0	8,568,315,325
PERSONAL PROPERTY VALUE	106,598,506	203,495,494	0	310,094,000
SECURED PROPERTY VALUE	8,568,315,325	0	0	8,568,315,325
UNSECURED PROPERTY VALUE	106,598,506	203,495,494	0	310,094,000
GROSS TOTAL PROPERTY VALUE	8,674,913,831	203,495,494	0	8,878,409,325
DEFERRED VALUE	-299,564,261	0	0	-299,564,261
REAL PROPERTY EXEMPTIONS				
OA SENIOR	-49,370,472	0	0	-49,370,472
DV DISABLED VET	-18,251,909	0	0	-18,251,909
CB CIRCUIT BREAKER	-132,847	0	0	-132,847
BD BUILDERS EXEMPTION	-105,990	0	0	-105,990
REAL PROPERTY EXEMPTIONS TOTAL	-67,861,218	0	0	-67,861,218
PERSONAL PROPERTY EXEMPTIONS				
OA SENIOR	-1,507,157	0	0	-1,507,157
DV DISABLED VET	-85,816	0	0	-85,816
PERSONAL PROPERTY EXEMPTIONS TOTAL	-1,592,973	0	0	-1,592,973
EXEMPTIONS TOTAL	-69,454,191	0	0	-69,454,191
NET REAL PROPERTY VALUE	8,200,889,846	0	0	8,200,889,846
NET PERSONAL PROPERTY VALUE	105,005,533	203,495,494	0	308,501,027
NET PROPERTY VALUE	8,305,895,379	203,495,494	0	8,509,390,873
PROPERTY COUNTS				
MOTOR VEHICLE COUNT	6,012	70	0	6,082
MOBILE HOME COUNT	22,402	92	0	22,494
PENDER COUNTY	24,487	0	0	24,487
SOLID WASTE FULL USE	17,527	0	0	17,527
REAL LISTINGS	50,131	0	0	50,131
REAL/PERSONAL LISTINGS	0	0	0	0
PERSONAL LISTINGS	12,217	1,792	0	14,009



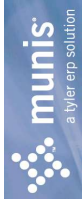
P 7837
tnciscro

PENDER COUNTY
YEAR 2021 TAX SCROLL

09/21/2021 11:29
jbound

TAX CHARGES

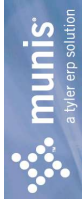
		RESIDENTIAL	BUSINESS	UTILITY	TOTAL
C49	TOWN OF WATHA				
	LEVY	4,078.74	2.77	0.00	4,081.51
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	10,752,794	0	0	10,752,794
	PERS VAL	150,293	5,531	0	155,824
	EXEMPT	-2,260,286	0	0	-2,260,286
	DEFER	-485,794	0	0	-485,794
	NET VAL	8,157,007	5,531	0	8,162,538
C50	TOWN OF ST HELENA				
	LEVY	35,959.20	3,468.68	0.00	39,427.88
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	40,450,255	0	0	40,450,255
	PERS VAL	275,346	3,468,665	0	3,744,011
	EXEMPT	-3,334,978	0	0	-3,334,978
	DEFER	-1,431,716	0	0	-1,431,716
	NET VAL	35,958,907	3,468,665	0	39,427,572
C51	TOWN OF ATKINSON				
	LEVY	48,804.66	474.50	0.00	49,279.16
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	17,505,486	0	0	17,505,486
	PERS VAL	92,433	128,243	0	220,676
	EXEMPT	-3,527,849	0	0	-3,527,849
	DEFER	-879,660	0	0	-879,660
	NET VAL	13,190,410	128,243	0	13,318,653
C52	TOWN OF BURGAW				
	LEVY	1,061,277.87	144,687.83	0.00	1,205,965.70
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	321,712,892	0	0	321,712,892
	PERS VAL	822,082	32,883,586	0	33,705,668
	EXEMPT	-80,820,341	0	0	-80,820,341
	DEFER	-515,143	0	0	-515,143
	NET VAL	241,199,490	32,883,586	0	274,083,076
F21	PENDER FIRE DISTRICT				
	LEVY	264,510.58	9,982.67	0.00	274,493.25
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	464,833,286	0	0	464,833,286
	PERS VAL	6,271,880	11,091,835	0	17,363,715
	EXEMPT	-135,871,760	0	0	-135,871,760
	DEFER	-41,335,101	0	0	-41,335,101
	NET VAL	293,898,305	11,091,835	0	304,990,140



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TAX CHARGES		RESIDENTIAL			BUSINESS		UTILITY	TOTAL
F22	SLOOP POINT	LEVY	1,736,373.82		14,945.35		0.00	1,751,319.17
		PENALTY	0.00		0.00		0.00	0.00
		REAL VAL	2,047,154,323		0		0	2,047,154,323
		PERS VAL	27,797,494		15,731,981		0	43,529,475
		EXEMPT	-235,814,709		0		0	-235,814,709
F23	MAPLE HILL	DEFER	-11,295,351		0		0	-11,295,351
		NET VAL	1,827,841,757		15,731,981		0	1,843,573,738
		LEVY	66,064.68		2,178.10		0.00	68,242.78
		PENALTY	0.00		0.00		0.00	0.00
		REAL VAL	155,176,536		0		0	155,176,536
F24	ROCKY POINT	PERS VAL	1,225,032		3,111,571		0	4,336,603
		EXEMPT	-33,731,803		0		0	-33,731,803
		DEFER	-28,292,766		0		0	-28,292,766
		NET VAL	94,376,999		3,111,571		0	97,488,570
		LEVY	550,596.74		27,998.97		0.00	578,595.71
F25	LONG CREEK GRADY	PENALTY	0.00		0.00		0.00	0.00
		REAL VAL	603,638,470		0		0	603,638,470
		PERS VAL	8,650,565		27,998,838		0	36,649,403
		EXEMPT	-40,153,872		0		0	-40,153,872
		DEFER	-21,541,291		0		0	-21,541,291
F26	SHILOH	NET VAL	550,593,872		27,998,838		0	578,592,710
		LEVY	370,339.45		26,472.96		0.00	396,812.41
		PENALTY	0.00		0.00		0.00	0.00
		REAL VAL	406,533,690		0		0	406,533,690
		PERS VAL	4,642,187		24,066,272		0	28,708,459
F26	SHILOH	EXEMPT	-37,912,249		0		0	-37,912,249
		DEFER	-36,331,376		0		0	-36,331,376
		NET VAL	336,932,252		24,066,272		0	360,998,524
		LEVY	131,682.62		4,240.04		0.00	135,922.66
		PENALTY	0.00		0.00		0.00	0.00
F26	SHILOH	REAL VAL	161,235,717		0		0	161,235,717
		PERS VAL	1,856,916		4,240,005		0	6,096,921
		EXEMPT	-10,755,300		0		0	-10,755,300
		DEFER	-20,655,882		0		0	-20,655,882
		NET VAL	131,681,451		4,240,005		0	135,921,456



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TAX CHARGES		RESIDENTIAL	BUSINESS	UTILITY	TOTAL
F27 PENDERLEA	LEVY	242,123.89	35,071.40	0.00	277,195.29
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	290,887,050	0	0	290,887,050
	PERS VAL	2,981,279	35,071,308	0	38,052,587
	EXEMPT	-24,506,594	0	0	-24,506,594
F28 ATKINSON	DEFER	-27,070,733	0	0	-27,070,733
	NET VAL	242,291,002	35,071,308	0	277,362,310
	LEVY	144,677.28	1,942.26	0.00	146,619.54
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	293,926,481	0	0	293,926,481
F29 HAMPSTEAD	PERS VAL	3,238,430	2,774,627	0	6,013,057
	EXEMPT	-26,418,204	0	0	-26,418,204
	DEFER	-64,066,977	0	0	-64,066,977
	NET VAL	206,679,730	2,774,627	0	209,454,357
	LEVY	943,111.88	13,371.19	0.00	956,483.07
F31 SCOTTS HILL	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	1,033,356,722	0	0	1,033,356,722
	PERS VAL	22,944,005	14,074,878	0	37,018,883
	EXEMPT	-43,098,097	0	0	-43,098,097
	DEFER	-20,381,544	0	0	-20,381,544
F32 NORTHEAST PENDER	NET VAL	992,821,086	14,074,878	0	1,006,895,964
	LEVY	233,348.52	2,007.93	0.00	235,356.45
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	260,415,214	0	0	260,415,214
	PERS VAL	2,687,993	2,113,634	0	4,801,627
F33 NORTH	EXEMPT	-13,924,131	0	0	-13,924,131
	DEFER	-3,548,832	0	0	-3,548,832
	NET VAL	245,630,244	2,113,634	0	247,743,878
	LEVY	260,169.22	1,047.55	0.00	261,216.77
	PENALTY	0.00	0.00	0.00	0.00
F34	REAL VAL	336,814,718	0	0	336,814,718
	PERS VAL	6,785,622	1,047,536	0	7,833,158
	EXEMPT	-66,772,034	0	0	-66,772,034
	DEFER	-16,661,056	0	0	-16,661,056
	NET VAL	260,167,250	1,047,536	0	261,214,786



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TAX CHARGES

		RESIDENTIAL	BUSINESS	UTILITY	TOTAL
F33	PENDERLEA DUPLIN				
	LEVY	11,724.94	329.43	0.00	12,054.37
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	32,980,851	0	0	32,980,851
	PERS VAL	939,931	700,948	0	1,640,879
	EXEMPT	-4,347,046	0	0	-4,347,046
	DEFER	-4,627,029	0	0	-4,627,029
	NET VAL	24,946,707	700,948	0	25,647,655
G01	PENDER COUNTY				
	LEVY	48,428,255.37	1,312,550.88	0.00	49,740,806.25
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	8,568,269,236	0	0	8,568,269,236
	PERS VAL	106,616,686	203,496,186	0	310,112,872
	EXEMPT	-866,803,656	0	0	-866,803,656
	DEFER	-299,564,261	0	0	-299,564,261
	NET VAL	7,508,518,005	203,496,186	0	7,712,014,191
R40	COUNTY WIDE EMS				
	LEVY	6,944,852.40	187,039.98	0.00	7,131,892.38
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	8,568,315,325	0	0	8,568,315,325
	PERS VAL	106,580,326	202,205,283	0	308,785,609
	EXEMPT	-866,849,745	0	0	-866,849,745
	DEFER	-299,564,261	0	0	-299,564,261
	NET VAL	7,508,481,645	202,205,283	0	7,710,686,928
S60	SOLID WASTE TOWN OF ATKINSON				
	LEVY	22,532.00	0.00	0.00	22,532.00
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	0	0	0	0
	PERS VAL	0	0	0	0
	EXEMPT	0	0	0	0
	DEFER	0	0	0	0
	NET VAL	0	0	0	0
S63	SOLID WASTE REDUCED				
	LEVY	681,340.00	0.00	0.00	681,340.00
	PENALTY	0.00	0.00	0.00	0.00
	REAL VAL	0	0	0	0
	PERS VAL	0	0	0	0
	EXEMPT	0	0	0	0
	DEFER	0	0	0	0
	NET VAL	0	0	0	0



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TAX CHARGES		RESIDENTIAL	BUSINESS	UTILITY	TOTAL
S64	SOLID WASTE FULL USE	LEVY PENALTY	0.00 0.00	0.00 0.00	3,855,940.00 0.00
		REAL VAL	0	0	0
		PERS VAL	0	0	0
		EXEMPT	0	0	0
		DEFER	0	0	0
		NET VAL	0	0	0
S99	SOLID WASTE FULL USE S99	LEVY PENALTY	0.00 0.00	0.00 0.00	1,100.00 0.00
		REAL VAL	0	0	0
		PERS VAL	0	0	0
		EXEMPT	0	0	0
		DEFER	0	0	0
		NET VAL	0	0	0
	TOTAL LEVY	66,038,863.86	1,787,812.49	0.00	67,826,676.35
	TOTAL PENALTY	0.00	0.00	0.00	0.00
	TOTAL TAX	66,038,863.86	1,787,812.49	0.00	67,826,676.35



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PENDER COUNTY
YEAR 2021 TAX SCROLL

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JURISDICTION		RESIDENTIAL		BUSINESS		UTILITY	TOTAL
G01	PENDER COUNTY	LEVY	66,038,863.86	1,787,812.49	0.00	0.00	67,826,676.35
		PENALTY	0.00	0.00		0.00	0.00
		REAL VAL	8,568,315,325	0		0	8,568,315,325
		PERS VAL	106,598,506	203,495,494		0	310,094,000
		EXEMPT	-866,849,745	0		0	-866,849,745
		DEFER	-299,564,261	0		0	-299,564,261
		NET VAL	7,508,499,825	203,495,494		0	7,711,995,319
		TOTAL JURIS LEVY	66,038,863.86	1,787,812.49		0.00	67,826,676.35
		TOTAL JURIS PENALTY	0.00	0.00		0.00	0.00
		TOTAL JURIS TAX	66,038,863.86	1,787,812.49		0.00	67,826,676.35

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**Pender County
Contract for management of Demolition,
Decommissioning of Former
BASF/TAKEDA Property**

TO:	Board of County Commissioners
FROM:	Chad McEwen
DATE:	October 18, 2021
SUBJECT:	Approval of Contract with Wood Engineering for Management of Demolition, Decommissioning Former BASF/TAKEDA Property

SUMMARY:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide our Statement of Qualifications (SOQ) for demolition and decommissioning management of structures, equipment, apparatus, piping, fencing, subsurface infrastructure, asphalt and concrete on the former BASF facility located off US Highway 421.

ACTION REQUESTED:

Approval of contract with Wood Environment and Infrastructure Solutions, Inc for demolition, decommissioning of the BASF/TAKEDA property



October 5, 2021

Chad McEwen
Pender County Manager
Pender County
805 South Walker Street,
Burgaw, North Carolina 28425

**RE: Proposal Demolition Management
 Former BASF/Takeda Property Owned by Pender County
 Pender Commerce Park, Wilmington, North Carolina
 Wood Proposal Number PROP21CARO394**

Dear Mr. McEwen:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal to conduct pre-demolition asbestos surveys on two office buildings and three maintenance buildings and associated industrial equipment located at the former BASF/Takeda facility along US Highway 421 in Pender County, North Carolina. The subject property is within the Pender Commerce Park. This proposal contains the scope of work, cost estimate and authorization information.

Project Background Information

Pender County currently owns 155 acres of land that was the former site of the BASF/Takeda manufacturing facility. The facility was formerly part of BASF's Care Chemicals Division, manufactured and formulated vitamin C products. The property is generally located off US 421 South and is traversed by the New Hanover and Pender County line. As the property exists, approximately 84.47 acres of the total parcel is located within Pender, while the residual acreage (70.55 acres) is located within New Hanover County. More specifically the property address is 101 Vitamin Drive in Wilmington. Pender has developed Pender Commerce Park (PCP) within the northern portion of the former BASF/Takeda site. Currently, PCP consists



of 245 acres

of Class A industrial sites and is homes to Acme Smoked Fish, FedEx, Empire Distributors, Coastal Beverage, Polyhose (2021), an existing shell building, and another shell building planned for 1st quarter 2021. Due to the success of PCP, Pender desires to expand the park to include the residual BASF property which contains several remaining buildings, 2 warehouses, a wastewater and water plant, and other ancillary structures.

Consistent with it's redevelopment plan for the BASF site, Pender has selected Wood to provide project management and support services for the demolition and decommissioning of all structures, equipment, apparatus, piping, fencing, infrastructure, asphalt, and concrete present on the property. This also includes locating, mapping and overseeing the decommissioning of all subsurface utilities present on the subject site.

SCOPE OF WORK

Wood's project approach and scope of work is described below in the following tasks.

Task 1. Demolition and Decommissioning Planning

Wood will begin the project with a kickoff meeting with Pender County and any necessary stakeholders to align on objectives, tasks and schedule.

- **Schedule:** Wood will generate a timeline/schedule for completion of the projects as part of Task 1. This schedule will be used and updated as necessary throughout the project.
- **Permits:** Wood will initiate evaluation of permit/compliance requirements as soon as possible to mitigate any schedule challenges. Wood has included in our scope of work obtaining permits and plans that we are anticipating. This does not include asbestos removal permits because we do not know if that will be needed. Permits and plans that Wood will need to prepare that are included in the scope of work and budget and include:
 - Erosion and Sedimentation Control Plan. This plan will be required by the North Carolina Department of Environmental Quality because there will be greater than 1 acre of ground disturbance. The plan will be prepared as part of Task 1. The plan and the requirements of the plan will be part of the demolition plan and bid package and will have to be implemented by the contractor.
 - Demolition Permit with Pender County. Wood will apply for any necessary demolition permits with Pender County.
 - Asbestos Abatement Permit. The need for an asbestos abatement permit will be determined after the completion of the asbestos survey under Task 2 below.

- **Complete Listing of Demolition Structures/Items** Wood will conduct a description of current site conditions that includes a complete listing of structures, equipment, apparatus, piping, fencing, infrastructure, asphalt, and concrete foundations present that is to be demolished and removed from the property. These features will be described and placed on a base map of the site. This information will be used later in the demolition plan and bid packages.
- **Salvageable Materials** Wood will work to enhance the value of materials and will evaluate recyclable materials (light and heavy steel) that may have salvage value and warrant separation from other materials.
- **Health and Safety Plan** Task 1 will also include preparation of a project site-specific health and safety plan.

Task 2. Survey of Regulated Materials Wood will survey the environmental, and regulated materials on the property. This will include field sampling and laboratory testing of potential asbestos, lead paint, and petroleum-based materials (including PCBs) or wastewater residuals to be removed. These surveys will be completed by Wood personnel with the proper experiences and certifications (e.g. AHERA Certified Asbestos Inspectors). Based on the results of the surveys, Wood will prepare detailed removal plans for any identified regulated materials. Wood understands that lead paint for instance may be left on structural steel that is recycle as opposed to stripping the lead-based paint from the steel. This approach will identify and remove these materials as needed from the structures, equipment, and other materials. Wood will conduct any testing necessary on liquids and solids in the former wastewater system basins and lagoons that are still present on the site.

The detailed scope of work for the regulated materials surveys are attached as **Appendix A and B** of this Work plan.

Task 3. Subsurface Utility Engineering (SUE) Location/Mapping Wood will use our subcontracted team member McKim and Creed Engineering based out of Wilmington to conduct subsurface utility location and mapping beneath the former BASF plant site. Prior and during the field surveys Wood will attempt to obtain and review as-built plans of the subsurface utilities to aid in the completion of the mapping of the utilities.

We will utilize electromagnetic and ground-penetrating radar (GPR) techniques to complete the locating and mapping in the field. Old plant maps and surveys will also be utilized in conjunction with the field surveys. Pot-holing soft-dig practices (e.g. air-knife/hydro-excavation) will be performed to confirm the size of the pipe and material of construction. The subsurface utility mapping will include location and mapping of stormwater and process/sanitary wastewater sewers and subsurface collection boxes, water and product lines. The utilities will be marked in the field and placed on a map.

In the Request for Qualifications the scope requires the decommissioning of under utilities which could mean removal or closure in place (e.g. filling in-situ with flowable fill). Wood will work with the County to evaluate the necessity of closure in place or removal of underground utilities throughout the property. The utility closure plans will be completed and included in the demolition plan and on the demolition drawings.

Task 4. Demolition Plan and Bid Solicitation/Procurement Support A demolition plan with a scope of work will be prepared based on the results of Tasks 1-3 above which will include drawings and technical specifications for a performance-based demolition approach. Structural conditions, safety procedures, regulated materials and environmental risks identified during site condition surveys, including other client-specific/site-specific performance metrics, will be incorporated into a set of plans and performance-based specifications used for competitive bidding purposes. Plans and specifications for the closure of underground utilities will be included in the demolition plan.

Wood will support Pender County throughout the bidding and procurement process. We will help identify potential bidders and pre-qualify them based on a comprehensive assessment of their safety record, prior work, and reputation. We will review the bid submittals, provide an objective comparative analysis, and ultimately recommend the bidder we believe will deliver the best value for Pender County. Our competitive bidding process creates value for the client and ensures consistency in the bidding stage allowing our clients the ability to confidently compare competitive bids from the most qualified contractors. Our procedure for the bid evaluations includes:

- Participate in the pre-bid meeting and site walk to provide an overview of the Bid Package and answer any initial questions the contractors may have
- Prepare written responses to technical comments and questions from the contractors received during the bidding period
- Prepare addenda to the Technical Specifications that will be issued during the bidding process
- Prepare a contractor comparison matrix for evaluating bids received and drafting clarification questions to contractors to address inconsistencies or seek clarifications in the bids
- Participate in a meeting with the client to review the bids and follow-up information provided by the contractors
- Participate in interviews with the short-listed bidders, if needed
- Make a recommendation for award of the contract which will be submitted in the form of a Recommendation Memoranda

Unless a different evaluation approach is requested, Wood generally recommends the bidder that will bring the best value to the client.



Task 5. Demolition Oversight Wood plans to oversee the implementation of the demolition project. We will prepare contract documents and review contractor submittals, from work plans to personnel qualifications, health and safety data, inspection summaries, waste management documentation, and completion reports. We plan to establish a strong safety culture for the project and assure overall regulatory compliance and QA/QC. We will track costs, schedules, and progress to assure work is conducted safely and in compliance with specifications and client goals. We will review and process applications for payment and respond to Requests for Information and Change Orders.

BUDGET

Wood requests a \$187,350 budget based on the scope of work outlined in this proposal and on experience. The cost table is provided below.

COST BREAKDOWN					
Wood Environment & Infrastructure Solutions, Inc.					
Demolition Management Former BASF Pender County					
	Task 1	Task 2	Task 3	Task 4	Task 5
	Demolition Planning	Regulated Materials Survey	Subsurface Utility Mapping	Demolition Plan and Bid Package	Demolition Oversight
Labor	\$ 23,000.00	\$ 21,700.00	\$ 5,200.00	\$ 32,600.00	TBD
Expenses, Subcontractors	\$ 900.00	\$ 19,600.00	\$ 82,500.00	\$ 1,850.00	TBD
Task Total	\$ 23,900.00	\$ 41,300.00	\$ 87,700.00	\$ 34,450.00	TBD
Total Project Budget	\$ 187,350.00				

SCHEDULE / AUTHORIZATION

Wood can begin this work within one week of authorization. This will include the initial kick off meeting. We will develop a graphic project schedule/timeline and submit that to Pender County at the kick off meeting or sooner. We will be able to deliver the graphic schedule within a few days of your authorization to proceed.

If this proposal request meets with your approval, please sign attached professional services agreement and return a copy and we will co-sign and return a fully executed copy for your files.

CLOSING

Wood appreciates the opportunity to continue providing our services to Pender County for this project. Please call at (910) 231-2955 or email chris.pruneau@woodplc.com if you have any questions concerning this proposal.

Sincerely,

Wood Environment and Infrastructure Solutions, Inc.



J. Chris Pruneau, P.G.
Principal



Andrew M. Clark, P.G.
Principal/Env. Service Line Lead

APPENDIX A Regulated Materials Survey

SCOPE OF WORK

Our proposed services are designed to provide an assessment of regulated materials at the subject site. The purpose of this work is to identify and characterize these materials, determine if and how the materials need to be removed from the site. From the sampling and other information gathered Wood will develop a plan and cost for their removal, transport and responsible disposal or reuse.

Wood has observed the following conditions that should be addressed before the property is redeveloped:

- Above ground waste oil tank (approximately 500 gallon) was overturned with observed spillage of oils to surrounding soils,
- 15-20 5-gallon plastic containers of what appears to be used motor or hydraulic oils with some spillage to surface soils,
- Three approximately 500-gallon secondary contained above ground tanks marked for storage of gasoline, diesel and kerosene. No spillage was observed but Pender may wish to have the contents removed. These tanks may not be an issue but will provide information on contents to determine if actions are needed.
- Four drums of liquids that have been previously opened labeled as hypochlorite which may be used in water treatment. The drums were on their sides and some spillage of contents is likely. Wood will confirm the labeled contents of the drums and determine if the contents have been spilled to surrounding soils.
- Several pieces of old equipment that were used in the former BASF process are still located on the property. Some of this industrial equipment may contain hydraulic oils or coolants. Wood will try to assess the contents and volumes of liquids in this equipment and determine if testing is needed before being removed from the property.

Wood will conduct sampling of the materials associated with the above locations including free liquids and impacted soils. We will also estimate the volumes of materials in containers and soils impacted by the waste oil. We will attempt to quantify and characterize the containerized and spilled materials sufficiently to allow for a contractor to provide a cost estimate to remove, transport and responsibly dispose of these materials as needed. This work is recommended prior to the large-scale demolition that Pender County will eventually complete on the subject property.

Location	Estimated No of Samples
Soils around Waste Oil Tanks and 5-gallon Containers	16 Soil samples – Oil/Grease (Method 9071, TPH DRO-DRO NCDEQ approved method) 4 samples TCLP RCRA Metals

Wood Environment & Infrastructure Solutions, Inc.
5710 Oleander Drive Suite 110
Wilmington, North Carolina 28403
www.woodplc.com

Oils in Equipment and various containers	10 liquid samples PCBs, NCDEQ approved method 8 samples Total RCRA Metals 8 samples oil/grease (Method 9071)
Hypochlorite Containing Drums	Field Testing, 6 soils Chlorine, pH
Wastewater residuals in various basins and containers	16 samples solids or liquids Oil/Grease 16 VOC's Method 8260 6 TCLP RCRA Metals 6 Total RCRA Metals

Our lab analysis assumptions and rational is as follows:

- Oil and grease analysis of the impacted soils around the waste oil tank and 5-gallon containers, TCLP metals on select composite samples.
- Characterization of the waste oil from the waste oil tank, 5-gallon containers and old process and electrical equipment (e.g. air compressors) for proper disposal as required by the disposal facility; PCB and Total metals for select samples.
- Sampling and lab analysis of wastewater residuals (solids and liquids from the process and sanitary systems), VOC's and oil and grease plus total metals on selected liquid samples and TCLP on selected wastewater solids.
- Testing required to verify the hypochlorite liquids in the four drums and soil samples around drums (6 samples for pH, total chlorine and field measurements)
- Verification and estimation of quantity of the liquids in the above ground tanks labeled as kerosene, diesel and gasoline tanks. This may not require testing if the contents can be verified by the user.

The details of the laboratory cost based on the number of samples in the above table is provided in the table below.

COST BREAKDOWN			
Lab Cost Details Regulated Materials Survey Former BASF			
Demolition Management Former BASF Pender County			
DESCRIPTION	UNIT COST	UNITS	COST
Oil and Grease	\$ 70.00	40	\$ 2,800.00
TPH DRO and GRO (8015M)	\$ 135.00	16	\$ 2,160.00
VOC's Method 8260 (wastewater solids)	\$ 90.00	16	\$ 1,440.00
RCRA Metals TCLP (solid wastes)	\$ 185.00	10	\$ 1,850.00
RCRA Metals Total (liquid wastes)	\$ 160.00	14	\$ 2,240.00
PCBS	\$ 125.00	10	\$ 1,250.00
pH, chlorine	\$ 80.00	6	\$ 480.00
		Lab Total	\$ 12,220.00

Appendix B

Asbestos and Lead Paint Survey

Our proposed services are designed to provide an assessment of asbestos-containing materials (ACM) and lead-based paints in the buildings and in industrial infrastructure prior to planned demolition and removal from the subject site.

Asbestos Survey

Current federal, state, and local regulations require that building owners, prior to the disturbance of suspect ACM, identify the presence, location, and quantity of ACM and/or presumed ACM (PACM) in the path of the demolitions and renovations. This asbestos related information must be communicated to contractors bidding on work, contractors permitting and performing other work, and employees and tenants in and/or adjacent to the work area(s). Additionally, the North Carolina Asbestos Hazard Management Program Rules 10A NCAC 41C SECTION .0600, requires that an asbestos survey be conducted prior to a renovation or demolition of existing buildings.

Wood proposes to conduct a limited asbestos survey of the Site buildings. The survey, bulk sample collection, and sample preparation will be conducted by an Asbestos Hazard Emergency

Response Act (AHERA)-Certified Building Inspector who is accredited in the state of North Carolina, in accordance with federal, state, and local regulatory requirements. The Wood sampling protocol for asbestos is modeled after EPA regulation 40 CFR 763.86 and North Carolina Asbestos Hazard Management Program Rules 10A NCAC 41C SECTION .0600.

The following is a break-down of the tasks that will be completed:

Wood will collect bulk asbestos samples for the purposes of characterizing easily accessible suspect asbestos-containing building materials within the Site buildings. The sampling techniques will be conducted in a destructive manner in an attempt to reveal hidden or concealed conditions or materials typically found in column enclosures, fully enclosed ceiling cavities and behind walls. Wood will not enter confined spaces, open mechanical equipment, or sample electrical wiring unless it has been confirmed de-energized by the utility company or locked out-tagged out by site maintenance personnel and Wood. The bulk asbestos samples will be submitted to a National Volunteer Laboratory Accreditation Program (NVLAP) certified laboratory. The asbestos samples will be analyzed by US Environmental Protection Agency (EPA) method 600/R-93/116, using polarized light microscopy (PLM) with dispersion staining. Wood anticipates collecting up to 300 samples with up to three layers of material. Individual layers of a given sample will be counted as separate samples for analytical and budgetary purposes. Samples will be analyzed on a three-day turnaround. The 300 bulk sample count will not be

Wood Environment & Infrastructure Solutions, Inc.
5710 Oleander Drive Suite 110
Wilmington, North Carolina 28403
www.woodplc.com

exceeded without prior authorization from Pender County. If any samples are detected at less than 10% ACM, Wood may recommend that the sample be reanalyzed using point count analysis.

Wood will prepare a written Asbestos Survey Report. The report will include a summary of ACM identified, site descriptions, table of results, laboratory analytical reports, selected photographs, and sample location figures. Wood will provide an electronic copy of the survey report.

Lead Paint Survey

A leaded paint screening will be performed to sample and analyze the paint on various building surfaces for the presence of lead. We will conduct a walk-through of accessible locations within the project areas to observe the various painted surfaces. We propose to collect a representative number of paint chip samples of the predominant accessible painted coatings at the structure during the screening. To the extent feasible during the screening, Wood will make rough estimates of the surface area of painted surfaces sampled. The paint chip samples will be analyzed for lead at a laboratory accredited through the Environmental Lead Laboratory Accreditation Program for the presence of lead utilizing Atomic Absorption Spectroscopy according to EPA SW-846 methods. The results of the analysis will be reported in percent lead by weight. Our estimated sampling plan includes the collection of up to 25 paint chip samples.

The purpose of the sampling and analyses will be to provide information related to leaded paint for notification purposes to applicable subcontractors, vendors, recyclers or other entities requiring or requesting such knowledge to comply with the OSHA Lead in Construction Standard (29 CFR 1926.62). Our lead related services are being performed for the sole purpose stated above.

ASSUMPTIONS

Wood has based our scope, budget, and schedule on the following assumptions:

- That unfettered site access will be provided for all structures.
- No more than 250 asbestos samples with up to three-layer samples will be required to be collected.
- Wood will not enter confined spaces, open mechanical equipment, or sample electrical wiring unless it has been confirmed de-energized by the utility company or locked out-tagged out by site maintenance personnel and Wood.
- Roofs will be accessible from existing access points. No man-lifts will be required to access any roof or at height structures. All samples will be able to be collected from a 10 foot A-frame ladder.



Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 5th day of October, 2021 is made between **Wood Environment & Infrastructure Solutions, Inc.**, a Nevada corporation, with an address at 5710 Oleander Drive Suite 110 Wilmington, NC ("Wood") and **Pender County, North Carolina with an address at 805 S. Walker Street Burgaw, NC 28425.**

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Wood to provide services in connection with: (See Attached Proposal)

SCOPE OF SERVICES

Wood agrees to perform services in accordance with its Proposal as follows: (See Attached Proposal)

CLIENT agrees that all services not expressly included are excluded from Wood's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

☐ **Firm-fixed price:** CLIENT agrees to compensate Wood on a firm-fixed price basis in the amount of: \$_____.

☒ **Time and materials, cost not to exceed \$187,350:** CLIENT agrees to compensate Wood for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Wood's performance be greater than the estimated amount shown below, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: per proposal

Other Direct Costs (per proposal):

Total budgeted time and materials cost: **\$187,350.**

ATTACHMENTS

The listed attachments form part of this Agreement:

1. Proposal, dated 10/5/21
- 2.

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Wood in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. Wood may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Wood reasonably believes that CLIENT will be unable to pay Wood in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Wood has been paid in full for all balances past due including applicable service charges and CLIENT provides Wood with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

2. STANDARD OF CARE: Wood will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. Wood will be granted a time extension and the parties will negotiate an

equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: _____

Name: _____

Title: _____

Wood Environment & Infrastructure Solutions, Inc.

By: _____

Name: _____

Title: _____



**Pender County
Approval of Moseley Architectural P.C.
Contract**

TO:	Board of County Commissioners
FROM:	Chad McEwen
DATE:	October 18, 2021
SUBJECT:	Approval of Moseley Architectural P.C. contract for Pender County Law Enforcement Center

SUMMARY:

Moseley Architects P.C. agree with contract to full architectural and engineering design services per request for qualifications dated May 26, 2021. Project name Pender County Law Enforcement Center, approximately 95,000 square foot new 233-Bed Jail with Sheriff's Law Enforcement Center and E911 Facility.

ACTION REQUESTED:

Approval of Contract for Pender County Law Enforcement Center



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-second day of September in the year Two Thousand Twenty-One

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Pender County, NC
Post Office Box 5
805 S. Walker Street
Burgaw, North Carolina 28425
Telephone Number: (910) 259-1200

and the Architect:
(Name, legal status, address and other information)

Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

for the following Project:
(Name, location and detailed description)

Pender County Law Enforcement Center (LEC)

Full Architectural and Engineering Design Services per Request for Qualifications
#210526-126 dated May 26, 2021.

An approximate 95,000 square foot new 233-Bed Jail with Sheriff's Law Enforcement
Center and E911 Facility.

The Owner and Architect agree as follows.

This document has important
legal consequences.
Consultation with an attorney
is encouraged with respect to
its completion or modification.

Init.

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- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Attached hereto as Exhibit B.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Attached hereto as Exhibit B.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$40,100,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Attached hereto as Exhibit B

Init.

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.2 Construction commencement date:

Attached hereto as Exhibit B

.3 Substantial Completion date or dates:

Attached hereto as Exhibit B

.4 Final Completion date or dates:

Attached hereto as Exhibit B

.5 Other milestone dates:

Not Applicable

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Architect will provide RFQ assistance for the pre-qualification process, assist in evaluation of respondents, perform and administer a pre-proposal conference, produce correspondence and minutes of meetings, and assist with the Owners' preferred short listed and qualified contractors list to bid the Work.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Chad McEwen, County Manager
Pender County, NC
Post Office Box 5
805 S. Walker Street
Burgaw, North Carolina 28425
Telephone Number: (910) 259-1200

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

In accordance with USDA requirements per Exhibit A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.4—Geotechnical Engineer:

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Not Applicable

~~.2~~ Civil Engineer:

~~.3~~ Other, if any:

~~—(List any other consultants and contractors retained by the Owner.)~~

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.
6210 Ardrey Kell Road
The Hub at Waverly, Suite 425
Charlotte, North Carolina 28277
Telephone Number: (704) 540-3755

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Moseley Architects P.C.

.2 Mechanical Engineer:

Moseley Architects P.C.

~~.2 Mechanical~~ .3 Electrical Engineer:

Moseley Architects P.C.

.4 Plumbing Engineer:

Moseley Architects P.C.

~~.3 Electrical~~ .5 Civil Engineer:

WithersRavenel
219 Station Road
Suite 101
Wilmington, North Carolina 28405

.6 Design for Food Facilities:

Foodesign Associates, Inc.
615 South College Street
9th Floor
Charlotte, North Carolina 28202

.7 Technology:

Init.

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Mission Critical Partners, Inc. (MCP)
4208 Six Forks Road
Suite 100
Raleigh, North Carolina 27609

.8 Security Systems Design:

Moseley Architects P.C.

.9 Energy Modeling:

Moseley Architects P.C.

.10 Jail Transition/Activation (Refer to Exhibit C):

Moseley Architects P.C.

.11 Cost Estimating

Metts Consulting Co., LLC
507 O'Neill Drive
Jamestown, North Carolina 27282

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect and/or his Consultant(s) will provide services required related to land use review and approval, including rezoning (if needed), conditional use (if needed) as may be requested/required for the Town of Burgaw, NC. In addition, these services may include a potential voluntary annexation application with the Town. The Architect will also be responsible for utility coordination with the Town of Burgaw, Four County Electric, and Duke Energy. The Owner (Pender County) understands that associated design cost and construction of these potential off-site improvements are not part of the preliminary project budget or scope of services under Basic Services. The Architect will provide services related to Pender County applying for, receiving, and administering any potential USDA funds related to the Project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or

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relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than a combined single limit one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. ~~The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The

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additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The usual and customary Architect's Basic Services consist of those described in this Article 3 and include ~~usual and customary structural, mechanical, and electrical engineering services. Services indicated in Section 1.1.11.1 and as described in this Article 3. Services not indicated in Section 1.1.11.1 and not set forth in this Article 3 are Supplemental or Additional Services.~~

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner and Architect are aware that many factors outside the Architect's reasonable control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices. For purposes of this Agreement, such factors include, but may not be limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, pandemics, epidemics, quarantines, or other local, state, or national declared emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's representatives, contractors or consultants; or discovery of any hazardous substances or differing site conditions or other similar or reasonably unforeseen events. Notwithstanding the above factors, Architect reserves the right to seek common law defenses as may be applicable if such services are adversely affected.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written ~~approval~~ acceptance.

§ 3.1.5 The Architect ~~shall~~ shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of the submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date, may, if agreeable to both parties, require a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between the applicable laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature

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and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve this conflict.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; competitive bids;~~ (2) confirming responsiveness of ~~bids or proposals; bids;~~ (3) determining the successful ~~bid or proposal, if any; bid;~~ and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- ~~1. facilitating the distribution of Bidding Documents to distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to, prospective bidders;~~
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

~~§ 3.5.2.3 If the Bidding Documents permit substitutions, upon~~ Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

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- ~~2—organizing and participating in selection interviews with prospective contractors;~~
- ~~3—preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4—participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or as otherwise~~ required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor.~~ the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and ~~approve, or~~ take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's

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response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	Up to three (3) options as Part of Basic Services
§ 4.1.1.3	Measured drawings	Not Provided/Applicable
§ 4.1.1.4	Existing facilities surveys	Not Provided/Applicable
§ 4.1.1.5	Site evaluation and planning	Phase I Services - Complete
§ 4.1.1.6	Building Information Model management responsibilities	Architect
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect – Design Development Phase Construction Documents Phase
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Owner
§ 4.1.1.19	Tenant-related services	Owner
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	Architect
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3 Exhibit A	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design Furniture design/FF & Design Services	Architect
§ 4.1.1.29	Other services provided by specialty Consultants Energy Modeling	Architect
§ 4.1.1.30	Other Supplemental Services Life Cycle Cost Analysis and Energy Modeling as Design Tool	Not Provided
§ 4.1.1.31	Jail Transition/Activation Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below. Refer to Exhibit A (USDA Forms)

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixty (60) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty (40) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.1.1 The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect or suspected defect(s) in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Service or in the Architect's professional services, so that the Architect may be afforded the opportunity to address such alleged fault or defect(s). Failure by the Owner to promptly notify the Architect in writing of the discovery or suspicion of such fault or defect(s) shall relieve the Architect of liability for any damages caused by the fault or defect(s) in excess of the damages that would have been incurred if the Owner had given prompt notification to the Architect when such fault or defect(s) were first discovered or suspected by the Owner, and the Architect had promptly corrected such fault or defect(s).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit for the Owner, but also carries with it associated risks. Such risks include, but are not limited to, the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.17 The Architect shall be entitled to rely upon the proper performance by the Owner's Representative (OR) of the items on the DR&A list (a list of duties, responsibilities and authority) and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions, or decisions given by the Owner and OR.

§ 5.18 If the Owner retains the services of a Value Engineer (VE), or similar entity, to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. All recommendations of the VE shall be given to the

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Architect for review, and adequate time shall be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, despite the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.19 The 179D tax deduction incentivizes building owners and designers for designing energy-efficient building systems, including lighting, HVAC, and building envelope components. Since government entities do not pay taxes, this deduction is not available to you, the Owner. Current tax code allows for this deduction to be allocated to the Architect on eligible projects to help incentivize energy-efficient building design. Per the Department of Treasury, the Architect shall not have to pay a fee or allocate any portion of the potential deductions to the Owner to receive an allocation letter. The Owner further recognizes that the Architect, unless they opt-out, is the only entity eligible to pursue such allocations in accordance with 26 U.S. Code §179D, which reads in part, "The allocation of the deduction [is] to the person primarily responsible for designing the property in lieu of the owner of such property." To ensure compliance with the U.S. Code, the Owner agrees to sign such an allocation letter after receiving a request from the Architect to do so. The Architect shall be responsible for obtaining and procuring a letter of certification from a third-party entity who will perform the required energy modeling and conduct a physical site visit of the Project, and the Architect shall also be responsible for any certification fees and distribution of deductions ultimately approved by the IRS.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 ~~If, through no fault of the Architect,~~ If the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase

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Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner ~~warrant~~ agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Upon full payment of all sums due or anticipated to be due Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed construction documents prepared by the Architect and the electronic files, the signed and sealed hard-copy construction documents shall govern.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of ~~action-action, including indemnity and any statutes of limitations and repose,~~ against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10-six~~ (6) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, ~~except as specifically provided in Section 9.7-Agreement.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, ~~unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement-mediation.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

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[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

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expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, termination including Reimbursable Expenses then due.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~1— Termination Fee:~~

~~2— Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and ~~Section 9.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~ other.

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§ 10.4 ~~If Pursuant to 10.11, if the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.~~

§ 10.5 Nothing contained in this Agreement shall create a contractual ~~relationship with,~~ relationship, third-party rights or benefits, with or a cause of action in favor of, a third party of a third party person or entity against either the Owner or the Architect. The Architect's services, Instruments of Service, and work product required under this Agreement are being performed and are intended solely for the Owner's use and benefit.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11— COMPENSATION

§ 11.1 ~~For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:~~ **10.10** If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

~~1— Stipulated Sum~~

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§ 10.11 The Architect shall not be required to sign any documents that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain, or that in any way might increase the Architect's risk or the availability or cost of its

—insurance. *(Insert amount)*

~~2~~ — Percentage Basis

—*(Insert percentage value)*

—() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. **§**

10.12 The Architect agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than seven (7) years, in a reasonably accessible manner consistent with the Architect's internal document retention policy.

~~3~~ — Other

—*(Describe the method of compensation)* **§ 10.13** The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

ARTICLE 11 COMPENSATION

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, **11.1** For the Architect's Services described herein, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.) Compensation for Schematic Design, Design Development, Construction Documents, Bidding, and Construction Contract Administration Phase Services shall be the lump sum of Three Million, Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00).

§ 11.2 Not Used

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As mutually agreed as Additional Services are required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the The proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents	40%
Phase	
Procurement Phase	05%
Construction Phase	20%
Total Basic Compensation	100%

Schematic Design Phase - percent (- %)

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Design-Development Phase	-	percent-(	-	%)
Construction Documents Phase	-	percent-(	-	%)
Procurement Phase	-	percent-(	-	%)
Construction Phase	-	percent-(	-	%)
-	-	percent-(	-	%)
Total Basic Compensation	one hundred	percent-(	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Schedule of Hourly Billing Rates Calendar Year 2021

<u>Principals</u>	<u>\$235</u>
<u>Architects</u>	
<u>Senior Project Manager</u>	<u>\$207</u>
<u>Project Manager</u>	<u>\$162</u>
<u>Architect</u>	<u>\$155</u>
<u>Project Designer</u>	<u>\$103</u>
<u>Security and Detention Design</u>	
<u>Security Design Specialist</u>	<u>\$195</u>
<u>Moseley Engineering Director</u>	<u>\$235</u>
<u>Moseley Mechanical/Electrical/Plumbing/Engineering</u>	
<u>Senior Engineer</u>	<u>\$181</u>
<u>Engineer/Designer</u>	<u>\$148</u>
<u>Intern Technician</u>	<u>\$103</u>
<u>Moseley Structural Engineering</u>	
<u>Senior Engineer</u>	<u>\$162</u>
<u>Engineer/Designer</u>	<u>\$135</u>
<u>Intern Technician</u>	<u>\$103</u>
<u>Moseley Interior Design</u>	
<u>Interior Design Director</u>	<u>\$180</u>
<u>Senior Interior Designer</u>	<u>\$122</u>
<u>Project Interior Designer</u>	<u>\$103</u>
<u>Corrections Planner</u>	<u>\$235</u>
<u>Criminal Justice Consultant</u>	<u>\$176</u>
<u>Construction Administration</u>	
<u>Construction Administrator</u>	<u>\$155</u>

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Specification Writer \$155

Sustainability Planning

Sustainability Planning Director \$181

Energy Analyst \$152

Sustainability Coordinator \$135

Administrative

Rates are subject to change on January 1 of each year.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; documents for Bidding purposes;
- .5 Postage, handling, and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Project (unless specifically included in the Basic or Supplemental Services);
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. Reimbursable expenses are anticipated not to exceed \$50,000.00.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the

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~~Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 % twelve percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Neither the Architect nor the Architect's consultants have offered, intends to offer, or shall be required to offer, any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

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12.4 The requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of submission to building authorities, and as they apply to the Project. Therefore, the Architect recommends the Owner obtain appropriate legal counsel with respect to compliance with the appropriate disability access laws.

12.5 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others that they are not legally liable.

12.6 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

12.7 The Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials.

12.8 Only upon the written request or direction of Owner, any value engineering, substitutions, or other cost-reduction effort or analysis that results in similar evaluations, is performed on this Project, the Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, systems, or equipment. The Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested change(s). The Owner acknowledges that such changes may result in a reduction in the quality and performance of the materials, components, or project. Accordingly, the Architect shall not be responsible for such reduction in performance by incorporating such value engineered, substituted, or otherwise incorporated materials, products, systems, or equipment into the Project.

12.9 If the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect.

12.10 The Architect and/or its consultant will prepare a plan indicating the locations for known existing subsurface infrastructure with respect to assumed locations of existing underground improvements. Such services by the Architect and/or its consultant will be performed in a manner consistent with the Architect's professional standard of care. However, such plans may not identify all existing underground infrastructure and that the information upon which the Architect reasonably relies may contain errors or may be incomplete. Therefore, the Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect for damages to existing underground infrastructure and improvements resulting from subsurface penetrations in locations established by the Architect that are based on properly filed and available records of said existing underground infrastructure.

12.11 This Agreement may be executed in one or more counterparts and shall be effective when all the Parties have signed a counterpart hereof. Electronic transmission of original signatures in .pdf or similar format are as final and binding as pen and ink originals executed and exchanged in the presence of all Parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- 3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement: Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – RD Instruction 1942-A, Guide 27, Pages 1-6

Exhibit B – Overall Site Diagram, Enlarged Site Plan Diagram, Combined Jail/LEC First Floor Plan Diagram, Design Schedule, Conceptual Rendering.

Exhibit C – Architect's Transition Services

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Chad McEwen, County Manager
Pender County, NC-
(Printed name and title)

ARCHITECT (Signature)

-Daniel R. Mace, AIA, Vice President
Moseley Architects P.C.
(Printed name, title, and license number, if required)

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

By:

Signature

Name: Margaret Blue

Title: Pender County Finance Director

Date:

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 14:36:02 ET on 09/22/2021 under Order No. 8350518117 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

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Pender County Request for Board action

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: October 18, 2021
SUBJECT: Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of \$105,778.20 for the Lease Purchase of Portable and Mobile Radios.

SUMMARY:

Pender County Public Safety agencies uses two-way radios to communicate on the N.C. Department of Public Safety VIPER system. This allows interoperability between Pender public safety officials and other public safety officials across the State.

This is the first payment of five, in the amount of \$105,778.20.

These funds were budgeted for in FY 21-22.

The funds for the purchase order and lease payments will be coming from 510-404500.

ACTION REQUESTED:

Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of \$105,778.20 for the Lease Purchase of Portable and Mobile Radios.



11/3/20
Pender County
605 East Fremont Street
Burgaw NC 28425

RE: Municipal Lease # 24978

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24978 are valid for contracts that are executed and returned to Motorola on or before **November 20, 2020**. After **11/20/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address Pender County
P.O. Box 1449 Burgaw NC 28425
E-mail Address: jennifer.coleman@pendersheriff.com
Attention: Jennifer Coleman
Phone: 910-259-1514
2. Lessee County Location: Pender County Sheriff's Office
3. Federal Tax I.D. Number 56-6000329
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: Portable and Mobile Radios FY 20-21

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Jennifer Coleman
605 East Fremont St.
Burgaw, NC 28425
P.O. Box 1449
Phone: 910-259-1514
Fax: 910-259-1509
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

CLEAN SHORT FORM SIMPLIFIED LEASE rev 7.28.16

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24978

LESSEE:

Pender County
605 East Fremont Street
Burgaw NC 28425

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

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LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

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It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Intentionally omitted.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's

expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1 day of November, 2020. December

LESSEE:
Pender County

By: [Signature]
Title:

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title Treasurer

CERTIFICATE OF INCUMBENCY

I, Melissa Long do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the Pender County, an entity duly organized and existing under the laws of the State of North Carolina that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24978, between Pender County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of Pender County, hereto this 1 day of November, 2020. December

By: [Signature]
(Signature of Secretary/Clerk)



OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement number 24978, entered into between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

[Signature]
Attorney for Pender County

Carl W. Thurman III
MCSB # 17106

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24978
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24978** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: 11/15/20

First Payment Due Date: 11/15/21

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Pender County (Schedule B)						
Compound Period:			Monthly			
Nominal Annual Rate:			2.990%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	11/15/2020	\$ 484,000.00	1		
2	Lease Payment	11/15/2021	\$ 105,778.20	5	Annual	11/15/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	11/15/2020				\$484,000.00	
1	11/15/2021	\$ 105,778.20	\$ 14,671.69	\$ 91,106.51	\$392,893.49	
2	11/15/2022	\$ 105,778.20	\$ 11,909.94	\$ 93,868.26	\$299,025.23	
3	11/15/2023	\$ 105,778.20	\$ 9,064.47	\$ 96,713.73	\$202,311.50	
4	11/15/2024	\$ 105,778.20	\$ 6,132.75	\$ 99,645.45	\$102,666.05	
5	11/15/2025	\$ 105,778.20	\$ 3,112.15	\$102,666.05	\$ -	
Grand Totals		\$ 528,891.00	\$ 44,891.00	\$484,000.00		

INITIAL INSURANCE REQUIREMENT: \$484,000.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Sales price excludes tax \$590,000.00
Down payment \$106,000.00

Lease value \$484,000.00

Sales taxes to be paid as invoiced

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EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24978** to that Equipment Lease Purchase Agreement number **24978** will be maintained by the Pender County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24978** , Pender County , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24978 to that Equipment Lease Purchase Agreement number 24978. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24978 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.



LIABILITY AND PROPERTY COVERAGE CERTIFICATE

COVERAGE PROVIDER: NCACC Liability and Property Pool 323 West Jones St., Suite 500 Raleigh, NC 27603 MEMBER: Pender County P.O. Box 5 Burgaw, NC 28425		This certificate is provided by the NCACC Liability and Property Pool and is issued as a matter of information only. This certificate confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend, or alter the coverage afforded by the coverage documents listed herein.						
COVERAGES								
Type of Coverage	Coverage Contract #	Effective Date	Expiration Date	Limits				
Liability								
☒ General Liability – Each Occurrence, No Aggregate applies	LP-PE-070-20	July 1, 2020	July 1, 2021	\$2,000,000 occurrence				
☒ Public Officials Liability, Each Wrongful Act	LP-PE-070-20	July 1, 2020	July 1, 2021					
☒ Law Enforcement Liability, Each Occurrence	LP-PE-070-20	July 1, 2020	July 1, 2021					
Cyber Liability				\$1,000,000 aggregate Claims Made				
Excess Liability								
Automobile Liability								
☐ All Owned Autos, Each Accident				\$2,000,000 occurrence				
☐ Hired Autos, Each Accident								
☐ Excess Auto Liability for Non-Owned Autos								
Automobile Physical Damage								
☐ Scheduled Vehicles				Actual Cash Value at the time of the Loss, unless otherwise specified in the Coverage Document; Deductible Applies				
☐ Hired Autos (if coverage is not purchased elsewhere)								
Property – Risks of Direct Physical Loss, Blanket Limit	LP-PE-070-20	July 1, 2020	July 1, 2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Limit</th> <th style="width: 50%;">Deductible</th> </tr> <tr> <td>\$91,165,414</td> <td>\$2,500</td> </tr> </table>	Limit	Deductible	\$91,165,414	\$2,500
Limit	Deductible							
\$91,165,414	\$2,500							
Additional Information: Evidence of coverage. Certificate holder is loss payee and additional insured with respects to Lease Purchase Agreement 24978.								
CERTIFICATE HOLDER: Motorola Solutions, Inc 1303 E Algonquin Rd Schaumburg, IL 60196		Cancellation: Should any of the described coverage documents herein be cancelled before the expiration date shown, the NCACC Pools will endeavor to mail written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the NCACC Pools, its agents or representatives, or the issuer of this certificate.						
		By: Collin Klein, Underwriter for the NCACC		12/7/2020				

Certificate Mailed/E-Mailed or Faxed to:

Motorola Solutions, Inc
1303 E Algonquin Rd
Schaumburg, IL 60196

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
This equipment will be used by the Pender County Sheriff's Office for
Purposes of radio communicatin.
2. Why is the equipment essential to the operation of **Pender County**?
Performance of Law Enforcement duties
3. Does the equipment replace existing equipment?
Yes
If so, why is the replacement being made?
Equipment is End of Support and not TDMA compliant
4. Is there a specific cost justification for the new equipment?
Yes
If yes, please attach outline of justification.
Equipment is End of Support and does not meet TDMA compliance
5. What is the expected source of funds for the payments due under the Lease for
the current fiscal year and future fiscal years?
County General Fund

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24978

Lease Schedule A No. : 24978

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24978. See Schedule A for a detailed Equipment List.

LESSEE:

Pender County

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on November_____, 2020, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Pender County (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Anthony Colon

DATE: October 18, 2021

SUBJECT: Approval of a Purchase Order to Calgon Carbon for \$123,446 for the replacement of Granular Activated Carbon (GAC) in contactors #1 and #2 at the Pender County Water Treatment Plant.

SUMMARY:

The Pender County Water Treatment Plant located on Hwy. 421 is equipped with four Granular Activated Carbon (GAC) Contactors, that are to enhance water quality and assist in the removal of Total Organic Carbon (TOC), thus reducing the formation of Disinfection - by - Products (DBP) and removing a great portion of Perfluoroalkyl Substances (PFAS).

The manufacturer requires for the media to be regenerated once it loses the ability to adsorb organics, this is done by cooking the media at high temperatures destroying the organics that sits on its surface. Two out of four vessels are maintained yearly, one during the Fall months, and another one in the Spring. We have budgeted for FY22, to exchange vessels #1 and #2.

Calgon Carbon Corporation was the lowest quote obtained at \$60,778.00 per vessel out of three companies recommended by the manufacturer and neighbor utilities. A higher quote of \$70,500 per vessel was obtained by Cabot Norit America, and an email from Colin Jack, Sales Associate at JACOBI Group who declined to bid due to domestically Sourced Requirement (not being able to meet media specifications). Funding is available and provided in FY22: 77-403372 Supplies - Chemicals.

ACTION REQUESTED:

To approve a purchase order in the amount of \$123,446 to Calgon Carbon Corporation for the replacement of Granular Activated Carbon (GAC) in Contactors #1 and #2.

ATTACHMENTS:

Summary of quotes for carbon replacement.



CALGON CARBON CORPORATION SCOPE OF SUPPLY

Project: GAC Exchange Quote	Date: September 1, 2021
Site: Pender County WTP	Location: Burgaw, NC
Contact: Tom Hedrick 910-619-6068 cell	Contact Info: thedrick@pendercountync.gov

MEDIA PRICE

F300 GAC Turnkey Exchange Price Fall 2021:	\$60,778.00
F300 GAC Turnkey Exchange Price Spring 2022:	\$62,668.00

ITEMS INCLUDED:

- Product: Filtrasorb 300 Granular Activated Carbon
- Quantity: 40,000 lbs, One Vessel
- Removal of 40,000 lbs via water slurry into empty Calgon Carbon trailers for return to CCC facility for reactivation/disposal.
- Delivery of 40,000 lbs of Virgin Filtrasorb 300
- Installation by CCC field service personnel of fresh GAC into vessels
- All related labor and equipment (transfer hoses and connections), except utilities detailed below
- All freight to and from CCC facilities is included

ITEMS NOT INCLUDED IN THIS OFFER:

- Owner to provide clean water source (60 psig and 150 gpm min) for filling vessel and trailer
- Compressed air source for pressurizing vessel and trailer (100cfm at 15psig)
- Drain access for excess water from carbon transfer (gray water)
- Disinfection (if necessary) not included
- Any applicable taxes not included

SPECIAL TERMS AND CONDITIONS:

1. Unless otherwise noted, or until other Terms and Conditions are provided, this Offer is made only under Calgon Carbon Corporation's General Terms and Conditions for Purchase.
2. Pricing provided is exclusive of any Sales Tax.
3. Upon acknowledgement of any Purchase Order, the Buyer may be requested to complete a Credit Application and provide Tax Exemption Documentation.
4. The quoted price is valid for 90 days from the date of this Scope of Supply document.

SCHEDULE:

- | |
|--|
| <ol style="list-style-type: none">1. Delivery: 2-3 weeks after receipt of approved purchase order2. Completion: Carbon exchange will take one full day on site. |
|--|

For Information or to Place an Order, Contact:

Michael Prevade
Calgon Carbon Corp
National Account Manager
Municipal Drinking Water
michael.prevade@kuraray.com
724-417-0405



Terms and Conditions for the Sale of Carbon
(the "Terms and Conditions")

1) DEFINITIONS:

(a)	Seller:	Calgon Carbon Corporation, a Delaware corporation
(b)	Buyer:	The buyer named in the Documentation
(c)	Documentation:	The Proposal, Confirmation or Acknowledgement, as applicable, for the sale of the Products to which these Terms and Conditions are attached
(d)	Carbon:	Any carbon sold pursuant to the terms of the Documentation
(e)	Products:	The Carbon and service, collectively, described in the Documentation
(f)	Agreement:	The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation, subject to these Terms and Conditions and other terms and conditions as may be stated in the Documentation. Unless otherwise stated in the Documentation:

(a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller;

(b) Sales Tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided;

(c) Products will be billed for at the time of delivery; and

(d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice.

4) PRICING CONDITIONS:

(a) Pricing Limitations: Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) Pricing Escalations: If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor:

- (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and
- (ii) Producer Price Index of Basic Organic Chemicals.

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent adjustment to which all U.S. manufactured materials will be subject. Fees covered by this Agreement will, at no time during the contract period, be reduced.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (INCOTERMS 2010). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a twenty-five percent (25%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Product in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer, if Buyer is located outside the United States.

7) AVAILABILITY: Shipment dates (and delivery and installation dates if included in the scope of work description in the Documentation) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days



beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

9) INSPECTION: Buyer shall have the right to inspect the Products delivered under this Agreement and agrees promptly to notify Seller of any nonconformity, defective condition or breach of warranty, and unless Buyer gives prompt written notice to Seller of such breach of warranty, Buyer's rights and remedies under this Agreement shall be deemed to have been waived. No claim for breach of warranty may be made by Buyer more than ninety (90) days after date of delivery of such Product to Buyer hereunder.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity. The following provisions shall survive termination or expiration of this Agreement: Sections 2 (General), 10 (Termination), 11 (Limited Warranties), 12 (Limitation of Liability), 14 (Export Controls), 15 (Confidentiality), 18 (Applicable Law and Jurisdiction), 19 (Miscellaneous) and 20 (Entire Agreement).

11) LIMITED WARRANTIES: Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall conform to the specifications for such Products for the warranty period as published by Seller from time to time during the term of this Agreement. Seller shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after the date of delivery of the allegedly non-conforming Products by replacement of product or reperformance of services. Any Product removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPLACE A DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE GOODS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED HEREIN. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ANY ADVICE OR ASSISTANCE FURNISHED BY SELLER IN RELATION TO THE PRODUCTS SHALL NOT GIVE RISE TO ANY WARRANTY OR GUARANTEE OF ANY KIND, AND SHALL NOT CONSTITUTE A WAIVER BY SELLER OF ANY PROVISIONS OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN WRITING.

The sale of any Product pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by Seller. As such, Buyer agrees not to use the purchased Product for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, the Buyer agrees not to resell or sublicense the use of purchased Product for any use not expressly granted hereunder. **The sale of any Product pursuant to this Agreement does not grant any license, express or implied, by estoppel or otherwise, to any third party intellectual property including any combination, machine, or process in which Product may be used. Buyer agrees not to use, resell, or sublicense Product in a manner that would infringe the intellectual property rights of a third party, without first obtaining, at Buyer's expense, any necessary licenses.** Any indemnification obligations of the parties do not apply to any use of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type

of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) MODIFICATION OF PROVISIONS: This Agreement cannot be modified except by agreement in writing signed by Seller.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent (i) assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products and (ii) use subcontractors (for which Seller shall be responsible).

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.



(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, quotations, order acknowledgments, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.



P: +1 903 923 1000
F: +1 903 923 1035
W: cabotcorp.com

Cabot Norit Americas Inc.
3200 University Ave.
Marshall, TX 75670
USA

April 26, 2021

Mr. Matt Casto
WTP Superintendent / ORC
Pender County Utilities
Wilmington, NC
Via E-Mail: mcasto@pendercountync.gov

RE: GAC Supply and Turnkey Service Quotation # 20051 Rev.01
Revision to update pricing and quote expiration date

Dear Mr. Casto,

Thank you for the opportunity to offer granular activated carbon (GAC) supply and turnkey service pricing for your 40,000 lb vessels located at the Pender County WTP. We understand that the Spent Activated Carbon (SAC) contains contaminants that require disposal via landfill. Pricing is good through October 31, 2021. Please allow for a four-week lead time.

PRICING (*Due to density fluctuation actual pounds will vary. Invoice will reflect actual pounds shipped)

Item	Pounds*	Total USD
GAC300 per the below Scope of Supply	40,000	\$ 70,500.00

SCOPE OF SUPPLY:

CABOT NORIT TO PROVIDE

- ❖ Bulk supply, delivery and slurry installation of 40,000 lbs of GAC300 for (1) 40,000 lb vessel.
- ❖ Removal, transportation, and landfill disposal of 40,000 lbs of SAC.
- ❖ Supervision and labor for carbon transfer.

CUSTOMER TO PROVIDE

- ❖ Bulk truck and vacuum truck access within 100' of vessel.
- ❖ A high volume, high pressure water source (80 psi / 200 gpm minimum).
- ❖ A drainage area for excess water.
- ❖ An adequate hard surface staging area equipment and spent carbon.
- ❖ OSHA approved access to the top of the vessel (lift, scaffolding, ladder or similar)
- ❖ Forklift for Cabot's sub-contractor use (Cabot can provide for an additional fee)
- ❖ Assistance with profiling of media for landfill acceptance.
- ❖ SAC must be free flowing, free of debris, suitable for landfill, and non-hazardous.
- ❖ Customer is responsible for provision of spent carbon TCLP Analysis.
- ❖ Availability of electricity, lighting, and rest rooms.
- ❖ Service work performed during the normal Monday to Friday work-week.

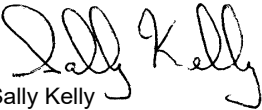
PROVISIONS

- ❖ Cost for spent carbon disposal costs may be adjusted based on local landfill costs and requirements. Cost assumes SAC can be classified as non-hazardous.
- ❖ Service work performed during the normal Monday to Friday workweek.
- ❖ No wait time between spent GAC removal and virgin GAC installation.
- ❖ Service schedule cannot be changed or cancelled less than seven business days in advance of the confirmed service date without incurring significant demurrage charges for the bulk trailer.
- ❖ Pricing assumes service can be completed in one 8-hour day.
- ❖ If customer required delays are needed, add \$140 per hour for time on site past the first 8 hours. Add \$700 if an overnight stay is required - plus the per hour rate for second day on site.

Please contact me if you have any questions. We appreciate the opportunity to quote and hope we can work together on this project.

Regards,

Cabot Norit Americas Inc.



Sally Kelly
Inside Sales and Customer Care Manager

sally.kelly@cabotcorp.com
Cell: 903.930.0290

Hey Tom,

Thanks for confirming your requirements for the RFQ. Sadly, Jacobi will have to decline to bid due to the domestically sourced requirement. We understand your hands are somewhat tied due to the urgency of the informal bid.

Jacobi Carbons is the largest manufacturer and supplier of coconut-based activated carbon in the world. We have a dynamic product mix with multiple coal grades that would meet the specs required, but our focus is sustainably sourced media. Much like the coconut carbon we produce, our coal, wood, and lignite grades come in from overseas. If you are able to open next year's formal bid to non-domestically sourced media, we'd love to throw our hat in the ring.

Please keep my contact details should anything change.

Kind regards,

Colin Jack

Sales Associate

Jacobi Group

432 McCormick Boulevard, Columbus, OH 43213, United

City

↩️ ✓ Reply



Pender County Approval of an Appointment to the Pender County Tourism Development Authority

TO: Board of County Commissioners
FROM: Tera Cline
DATE: October 18, 2021
SUBJECT: Approval of an Appointment to the Pender County Tourism
Development Authority

SUMMARY:

The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Charles Strickland II is applying for the reappointment to the Pender County Tourism Development Authority. Mr. Strickland has served two terms on the TDA and represents District 1. His application is attached for the Board's review. If approved, this appointment will be for 3 years and expire August 31, 2024.

ACTION REQUESTED:

To consider approving an appointment to the Tourism Development Authority

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION									
Last Name Strickland II			First Charles			M.I. E	Date 09/16/2021		
Physical Address 148 Old Landing Rd						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 910-916-8267			Work Phone 910-329-7081			E-mail Address 1 charlesstricklandii@gmail.com			
Fax Number						E-mail Address 2			
Board Interest(s) tourism board									
How long have you been a resident of Pender County? 10 years									
EDUCATION									
High School Kerr-Vance Academy			Location Henderson, NC						
From	94	To	98	Did you graduate?	YES ☒	NO ☐			
College UNCW			Location						
From	98	To	02	Did you graduate?	YES ☒	NO ☐	Degree		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment		Town of Holly Ridge				Job Title Finance Officer			
Responsibilities		Manage the Budget							
Previous Employment		Greater Topsail Area COC				Job Title Director			
Previous Employment						Job Title			
Previous Employment						Job Title			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: Rotary International, Surf City Park and Rec Board, Onslow TAC, Pender Tourism									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☐	If yes, explain (including length of service). Pender Tourism, 4 years	
State reasons why you feel qualified for this appointment(s): I have the experience, knowledge and desire			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☒	NO ☐	If yes, list family member name(s) and position/board or committee(s). Pender Tourism	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature Charles E Strickland II		Date 09/16/2021	

Submit Form by Email



Pender County
Approval of an Appointment to the
Pender County Advisory Board of Health

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	October 18, 2021
SUBJECT:	Approval of an Appointment to the Pender County Advisory Board of Health

SUMMARY:

The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Elizabeth Caveness is applying for appointment to the Pender County Advisory Board of Health. Ms. Caveness would fill the Pharmacist vacancy currently on the board.. Her application is attached for the Board's review. If approved, this appointment will be for 3 years and expire June 30, 2024.

ACTION REQUESTED:

Approval of an Appointment to the Pender County Advisory Board of Health

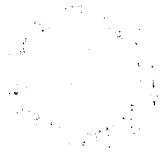
PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION									
Last Name CAVENESS			First ELIZABETH			M.I. M		Date 9/4/2021	
Physical Address 408 EAST CREEKVIEW DRIVE						Apartment/Unit #			
City HAMPSTEAD			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 9105202248			Work Phone 9105202248			E-mail Address 1 BETH.CAVENESS@GMAIL.COM			
Fax Number 9108210330			E-mail Address 2						
Board Interest(s) ADVISORY BOARD OF HEALTH									
How long have you been a resident of Pender County?									
EDUCATION									
High School CORNING PAINTED POST WEST HIGH SCHOOL			Location PAINTED POST, NY						
From	1978	To	1982	Did you graduate?	YES ☒	NO ☐			
College NCSU			Location RALEIGH						
From	1982	To	1986	Did you graduate?	YES ☒	NO ☐	Degree BS BIOCHEMISTRY		
Other UNC SCHOOL OF PHARMACY			Location CHAPEL HILL, NC						
From	1987	To	1989	Did you graduate?	YES ☒	NO ☐	Degree BS PHARM AND PHARM D IN 2005		
EMPLOYMENT HISTORY									
Current Employment		VILLAGE PHARMACY OF HAMPSTEAD				Job Title OWNER/PHARMACIST			
Responsibilities		EVERY ASPECT OF OWNING A PHARMACY AND BEING A PHARMACIST							
Previous Employment		PHARMACY PLUS				Job Title PHARMACIST			
Previous Employment		CVS				Job Title PHARMACIST			
Previous Employment		REVCO				Job Title PHARMACIST			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: I am on the board of PillPAC, a political action committee fighting for community pharmacy and ClearDay, a publically traded company that helps people age in place. I am also on the SUPP committee with Pender County, a committee to stop substance use. Also, I am a regional leader for NC Association of Pharmacists Independent Pharmacy Network and a member of NCPA.									



SECTION 100000 - CIVIL ENGINEERING
PART 1 - GENERAL
1.01 SUMMARY
A. Section Includes
1. Construction of all structures, including but not limited to, foundations, walls, floors, roofs, and other structures, as shown on the drawings and specified in the notes.
B. Related Sections
1. Foundation and Earth Retention
2. Structural Steel
3. Concrete
4. Masonry
5. Roofing
6. Finishes
7. Mechanical, Electrical, and Plumbing (MEP)
8. Transportation
9. Water Supply
10. Sewerage and Sanitation
11. Storm Drainage
12. Landscaping
13. Utilities
14. Telecommunications
15. Security
16. Other related sections as indicated on the drawings and specified in the notes.

SECTION 100000 - CIVIL ENGINEERING
PART 2 - MATERIALS
2.01 SUMMARY
A. Section Includes
1. All materials and workmanship required for the construction of the structures, including but not limited to, foundations, walls, floors, roofs, and other structures, as shown on the drawings and specified in the notes.
B. Related Sections
1. Foundation and Earth Retention
2. Structural Steel
3. Concrete
4. Masonry
5. Roofing
6. Finishes
7. Mechanical, Electrical, and Plumbing (MEP)
8. Transportation
9. Water Supply
10. Sewerage and Sanitation
11. Storm Drainage
12. Landscaping
13. Utilities
14. Telecommunications
15. Security
16. Other related sections as indicated on the drawings and specified in the notes.

SECTION 100000 - CIVIL ENGINEERING
PART 3 - EXECUTION
3.01 SUMMARY
A. Section Includes
1. All construction, including but not limited to, foundations, walls, floors, roofs, and other structures, as shown on the drawings and specified in the notes.
B. Related Sections
1. Foundation and Earth Retention
2. Structural Steel
3. Concrete
4. Masonry
5. Roofing
6. Finishes
7. Mechanical, Electrical, and Plumbing (MEP)
8. Transportation
9. Water Supply
10. Sewerage and Sanitation
11. Storm Drainage
12. Landscaping
13. Utilities
14. Telecommunications
15. Security
16. Other related sections as indicated on the drawings and specified in the notes.

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☒	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s): I bring retail, community pharmacy experience to the table and I fight hard for our community, whether it be access to vaccines, access to testing or home delivery of vaccines.			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☐	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. Angela Livingood suggested I submit an application. She knows my passion for the health of our community. As a side note, I was selected as NC Community Pharmacist of the Year for 2021.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	
Elizabeth M. Caveness		9/4/2021	



Pender County REZONE 2021-25

TO:	Board of County Commissioners
FROM:	Gideon Smith
DATE:	October 18, 2021
SUBJECT:	Resolution Requesting Approval of a Zoning Map Amendment from RA, Residential Agricultural to RP, Residential Performance.

SUMMARY:

Elloyd McIntire, applicant and owner, is requesting approval of a Zoning Map Amendment to rezone one tract of land totaling approximately 69.67 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. The subject property is located at the terminus of Pine Village Drive, approximately one-half mile southwest of the intersection of Pine Village Drive and NC HWY 210 in the Rocky Point Township and may be further identified by Pender County PIN 3204-87-6373-0000.

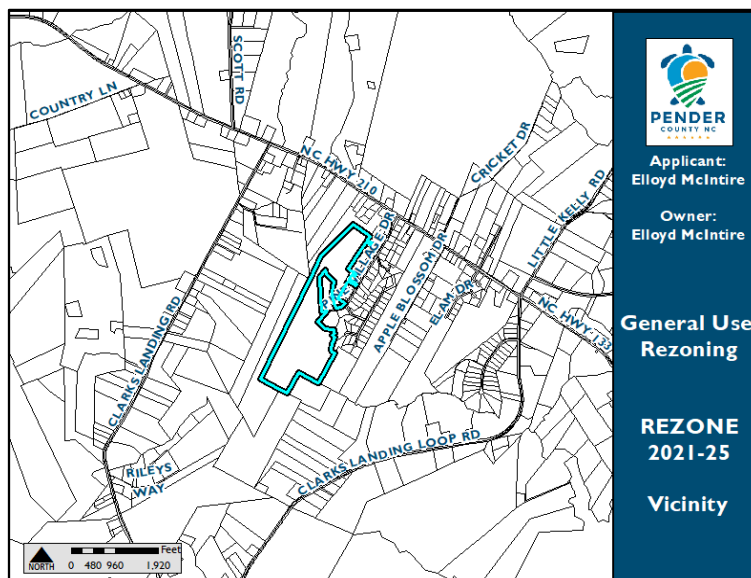
ACTION REQUESTED:

To Hold a Public Hearing and Consider the Zoning Map Amendment.

STAFF REPORT FOR REZONE 2021-25 ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2021-25
Hearing Dates	September 1, 2021 Planning Board October 18, 2021 Board of Commissioners
Applicant	Elloyd E. McIntire, Sr.
Property Owner(s)	Elloyd E. McIntire, Sr.
Parcel Identification Number	3204-87-6373-0000
Acreage	69.67
Township	Rocky Point
Pender 2.0 Future Land Use Category	Low-Density Residential

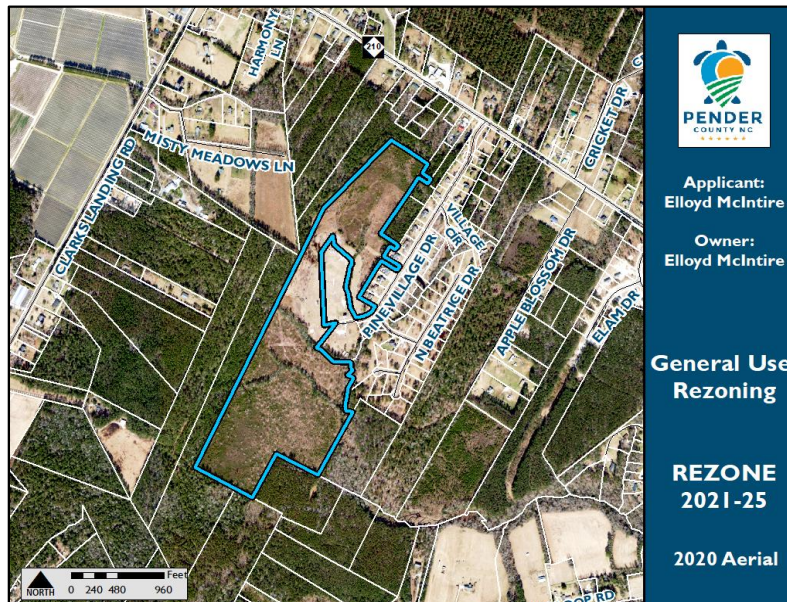
REZONING PROPOSAL
Elloyd McIntire, applicant and owner, is requesting approval of a Zoning Map Amendment to rezone one tract totaling approximately 69.67 acres of land from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district.
LOCATION
The subject property is located at the terminus of Pine Village Drive, approximately one-half mile southwest of the intersection of Pine Village Drive and NC HWY 210.



REZONING PROPOSAL

The applicant is proposing to rezone approximately 69.67 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district. However, any future development of the site must comply with the standards of the RP, Residential Performance zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

If any non-residential development permitted by right or by Special Use Permit were proposed, that development would also be reviewed by the (TRC) to ensure compliance with applicable County and State regulations.



Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the RP, Residential Performance zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject properties.

Minimum Setback (Residential Performance)	
Front	30'
Side	10'
Rear	25'
Corner	15'
Max. Height	35'
Structure Separation	30'

The minimum lot size in this district for single-family dwellings is 15,000 square feet and 22,000 square feet for duplexes. Based on the total gross site acreage and the minimum lot size for the RP zoning district, a total of 203 single-family residential units could potentially be developed on the site. However, it is unlikely that this intense of a land use could be achieved on site because public and/or private rights-of-ways, required open space, and wetlands were not factored into the gross density calculation. Once a site-specific plan with more detail is submitted for review, the total number of units and its net density will be reviewed and evaluated.

Allowable Uses

Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the RP, Residential Performance zoning district. The table below provides a general list of typical developments permitted in the RP, Residential Performance zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment I.

	RP, Residential Performance
Permitted Housing Types	Single-family (detached conventional), duplex (attached), accessory dwelling, manufactured home
Nonresidential Uses	≈ 8 uses by-right (solid waste collection (Solely by public organizations, right?), public administration, family care homes, parks, temporary fruit stands, etc. ≈ 33 uses w/ SUP (food/beverage stores, postal services, financial institutions, professional offices, salons, educational services, recreational clubs, etc.)

TRANSPORTATION INFRASTRUCTURE

Access

Access is provided to the subject property via Pine Village Drive, a private right-of-way, which connects directly to NC HWY 210, an NCDOT maintained Minor Arterial Road based on the WMPO Functional Classification Map.

Traffic

Traffic Impact Analyses (TIA) are not required for general use rezoning since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

Because a Traffic Impact Analysis is not required at this time, the volume to capacity ratio for NC HWY 210 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, NC HWY 210 in this area has capacity to handle the anticipated traffic volume increases as result of the proposed rezoning.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019

Road	Location	Volume	Capacity	V/C
NC HWY 210	19000 Block (West of NC HWY 210/ NC HWY 133 Intersection)	4,600	20,942	0.22
NC HWY 210	18000 Block (East of NC HWY 210/ Little Kelly Intersection)	2,100	20,492	0.22
NC HWY 133	18000 Block (East of NC HWY 210/ NC HWY 133/Clarks Landing Loop Road Intersection)	4,200	15,438	0.27

OTHER INFRASTRUCTURE**Utilities**

Public water is available through Pender County Utilities (PCU). However, according to available GIS data, the nearest PCU water main is located on the opposite side of NC HWY 210. PCU sewer is not available for the subject property. The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

Schools

There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time. However, because the proposed request is to rezone the subject property to RP, Residential Performance zoning district, which would potentially allow for up to 203 new dwelling units based on the total gross acreage of the site, there is a potential that this proposal may impact the school districts in the area.

ENVIRONMENTAL CONCERNS

Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas ¹ .
Wetlands	Portions of the subject property may contain wetlands ^{2,3} . The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands 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 .
Biodiversity and Wildlife Habitat Assessment ⁵	The majority of the site is unranked. Small portions towards the south are ranked 8, portions near the southwestern corner are ranked as a 6, and portions near the northwest are ranked 2-4.

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)

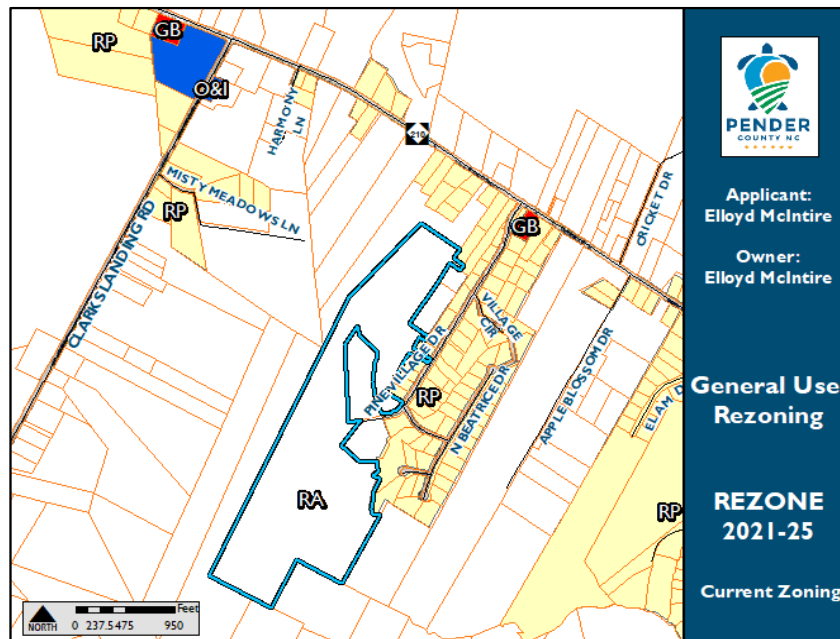
³ According to the National Wetlands Inventory (NWI)

⁴ According to the North Carolina Department of Environmental Quality (NCDEQ)

⁵ According to the North Carolina Wildlife Resources Commission (WRC) Biodiversity and Wildlife Habitat Assessment included in their Conservation Planning Tool. Land that has been inventoried through this Assessment is ranked on scale ranging from 1 to 10, with higher numbers signifying a more prevalent presence of “more rare, abundant, and diverse species and habitats” in those areas.

EVALUATION

Below: Zoning Map of the Area



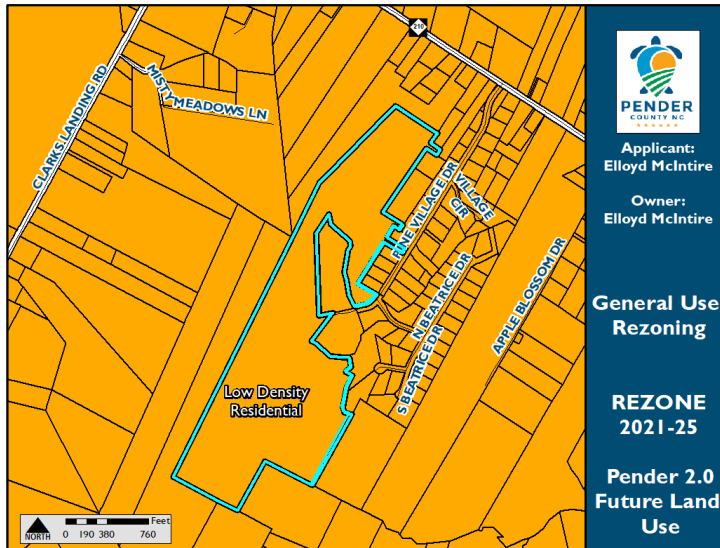
CHARACTERISTICS OF THE SURROUNDING AREA

	LAND USE	ZONING
North	Undeveloped	RA, Rural Agricultural
East	Single-Family Residential	RP, Residential Performance
South	Undeveloped	RA, Rural Agricultural
West	Undeveloped	RA, Rural Agricultural

*The subject property completely surrounds a recreational land use (i.e. the Grand Oaks Driving Range)

Pender 2.0 Comprehensive Land Use Plan Compliance:

The subject property is located within the Low-Density Residential Future Land Use Classification as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. This future land use category is established in areas that are typically established single-family neighborhoods with a low-density residential development pattern. Appropriate uses include



single-family dwellings and neighborhood-scale institutional facilities. Commercial and industrial uses are inappropriate in these areas, as are large institutions and other significant traffic generators. Duplexes and townhomes may be suitable when proposed as part of a master planned community whereby the dimensional requirements and uses forming the outer boundary of the community are compatible with the adjacent properties or permissible uses. Development density within this category is two dwelling units per acre or less.

The Low-Density Residential future land use category provides opportunities for development densities up to 2 dwelling units per acre (du/ac) and neighborhood-scale institutional facilities. Recent residential developments within the Rocky Point/NC HWY 210 area that are zoned RP, Residential Performance zoning district have an average density of 1.5 dwelling units per acre, generally indicating that the existing development patterns within the RP district conform with the Low-Density Residential future land use category.

If the subject site were developed with approximately 7 acres of right-of-way, a total of 95 units would equate to a gross density of 1.5 du/ac. If 125 units were constructed, the density would equate to 2 du/ac. Although a more intense development could be constructed based solely on gross acreage of the subject site, the applicable standards within the UDO will limit any proposed development from achieving the maximum density and number residential units permitted by-right within the RP zoning district. Based on that reasoning, Staff find that the requested zoning change is generally consistent with the Low-Density Residential future land use category.

In addition to the Future Land Use Map, the Zoning Map Amendment was found to be consistent with three policies within the Pender 2.0 Comprehensive Land Use Plan while conflicting with none:

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and

commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.V: Residential Development: The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

Policy 5.1.W: Single-family Residential Development: The County shall maintain areas exclusively for conventional single-family development. Conversion of single-family homes to two-family and/or multi-family residential uses within established single-family neighborhoods shall be discouraged.

The proposed general use rezoning is supported by the above policies because the requested zoning district has the potential to be generally consistent with other low-density single-family uses in the vicinity and within the RP zoning district. In addition, the proposed rezoning and allowable uses within the requested zoning district are also compatible with the surrounding area and existing development pattern.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

- A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
 1. be detrimental to the natural environment,
 2. adversely affect the health, safety, or welfare of residents or workers in the area,
 3. be detrimental to the use or development of adjacent property,
 4. materially or adversely affect the character of the general neighborhood, and
 5. be reasonable as it relates to the public interest.
- B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
- C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The proposed Zoning Map Amendment is consistent with the Future Land Use Map, as well as three policies within the Pender 2.0 Comprehensive Land Use Plan, while conflicting with none. In addition, the request is compliant with the Pender County Unified Development Ordinance.

The proposed RP, Residential Performance zoning district rezoning request is generally consistent with the Pender 2.0 Comprehensive Land Use Plan because the proposed rezoning and allowable uses within the requested zoning district are compatible with the surrounding area and existing development pattern, and development that can occur within the RP, Residential Performance zoning district is generally consistent with the Low Density Residential future land use category. Therefore, Planning staff recommend approval of the Zoning Map Amendment as detailed in this report.

At the September 1, 2021 meeting, the Pender County Planning Board voted unanimously (6-0) to recommend denial of the General Use Rezoning application as proposed. At the meeting, four residents of the Grand Oaks subdivision spoke in opposition to the request. Residents speaking in opposition cited concerns with existing road conditions, access to the subject property, and potential impacts to the Grand Oaks and Oak Ridge subdivisions. Prior to and following the Planning Board hearing, Planning staff received email correspondence from members of the Grand Oaks Homeowners Association and several residents of the Grand Oaks and Oaks Ridge subdivisions regarding additional concerns (included as Attachment 2) to be considered during the Board of County Commissioners public hearing on this general use rezoning application.

PLANNING BOARD ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.D**
- **Policy 5.1.V**
- **Policy 5.1.W**

The proposed rezoning is consistent with the Low-Density Residential Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan because the density is in line with the density and housing type recommendations for this future land use category and is compatible with the existing development pattern in the area.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]...

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED
Buchanan	Teachey

APPROVED	DENIED	UNANIMOUS
–	Yes	Yes

McClammy	Jordan	Beaudoin	Buchanan	Gruntfest	Pitts	Teachey
Yes	Absent	Yes	Yes	Yes	Yes	Yes

Pender County Planning and Community Development

Planning Division

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425



Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

GENERAL USE REZONING

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Amendments to the Zoning Map, also called a Rezoning, shall be made in accordance with the provisions of the Pender County UDO and shall follow the review process as shown in Figure 1 at the end of Section 3.4.
3. The County Commissioners shall approve or deny amendments to the Zoning Map of Pender County, as may be required from time to time.
4. Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of the UDO. An illustration containing a metes and bounds description is required.
5. All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.
6. Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan and other adopted plans.

APPROVAL STANDARDS

1. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood).
2. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change.
3. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.
4. Whether the proposed amendment is reasonable as it relates to the public interest.

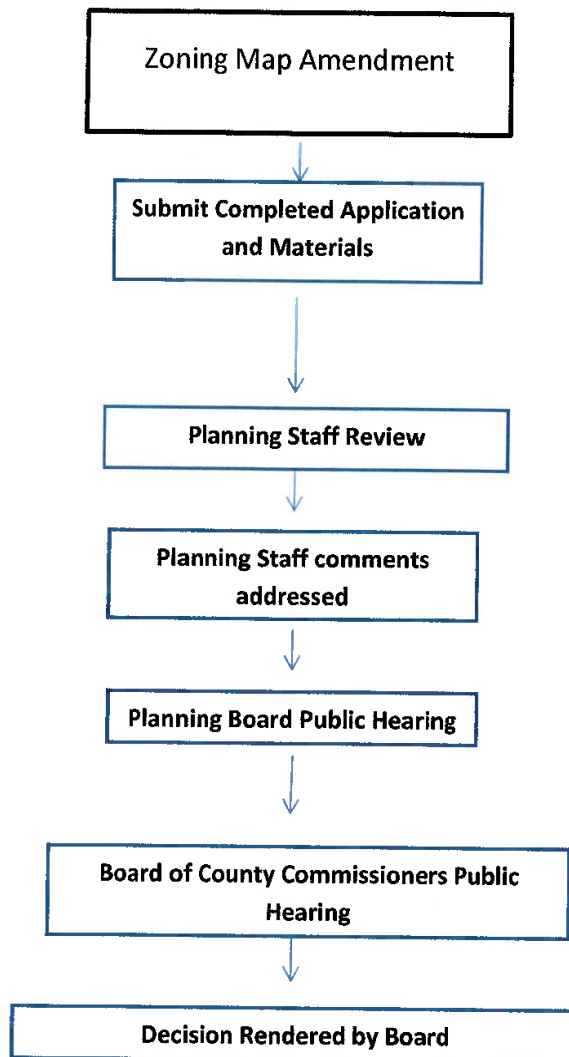
Zoning Map Amendment Specific Requirements

1. Application Submittal

- Application
- Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
- All zoning requirements shall be met within the boundaries of the area being rezoned. If all of the requirements cannot be met on the site being rezoned, the rezoning shall be expanded to include all property necessary to meet zoning requirements.
- Must show substantial compliance with the goals and policies of the Comprehensive Land Use Plan.
- The rezoning application must contain a description and/or statement of the present and proposed zoning regulation or district boundary, and the name(s) and address(es) of the owner(s) of the property involved as required by General Statute.
- The applicant shall provide an accurate legal description or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail for the rezoning to be located on the Official Zoning Map.

2. Planning Board and Board of Commissioners Review Criteria (per Section 3.3.8)

- A. Whether the range of uses permitted by the proposed change would be appropriate to the area concerned (including not being detrimental to the natural environment, not adversely affecting the health or safety of residents or workers in the area, not being detrimental to the use or development of adjacent property, and not materially or adversely affecting the character of the general neighborhood);
- B. Whether adequate public facilities/services (i.e., water, wastewater, roads) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
- C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan and CAMA Land Use Plan or any other adopted land use document.
- D. Whether the proposed amendment is reasonable as it relates to the public interest.



		Agenda Deadline	Planning Board Meeting Date	Board of Commissioners Meeting
Planning Board and Board of Commissioners	January	11.21.19	1.7.20	3.16.20
	February	12.13.19	2.4.20	4.20.20
	March	1.17.20	3.3.20	5.18.20
	April	2.14.20	4.7.20	6.15.20
	May	3.13.20	5.5.20	7.6.20
	June	4.17.20	6.2.20	8.17.20
	July	5.15.20	7.7.20	9.21.20
	August	6.12.20	8.4.20	10.19.20
	September	7.17.20	9.1.20	11.16.20
	October	8.14.20	10.6.20	12.7.20
	November	9.18.20	11.3.20	January 2021
	December	10.16.20	12.1.20	February 2021

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.

Pender County Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425



Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Zoning Map Amendment Submission (Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. X **Pre-submittal Meeting**
Date of Meeting 7-JUNE 2021
2. X **Signed Application**
3. \$1170.00 **Payment**
\$500 for the first 5 acres; \$10/ acre thereafter up to 1,000 acres; \$5 per acre thereafter
4. X **Requested Revision Boundary Map**
Rezoning must correspond with the boundary lines of existing platted lots or tracts. Where the boundaries of a rezoning request do not follow a boundary line or a split zoned property line, it must be possible to subdivide and develop that portion of the property outside the proposed rezoning boundary in accordance with the existing zoning and other requirements of this Ordinance. An illustration containing a metes and bounds description is required.
4. X **Narrative**
A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
5. X **Digital Submission**
For all documents submitted in paper copy, bring a digital copy with paper submission.
6. X **Adjacent Property List**
A list of names and addresses, of the owners of all properties located within 500-feet of the perimeter of the project bounds as obtained from the county tax listings and tax abstract, of the property under consideration for project parcel.
7. X **Adjacent Property Envelopes**
The applicant shall provide a set of business envelopes addressed to each person of the owners of all the properties located within 500-feet of the perimeter of the project bounds, accompanied with the amount of postage required for first class postage.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Elloyd E. McIntire Sr. Date 7 July 2021

Printed Name

ELLOYD E. MCINTIRE SR.

Staff Initials: _____

Date: _____

APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA	Date	
Application Fee	\$	Invoice	
Pre-Application Conference		Hearing Date	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Elloyd E. McIntire	Owner's Name:	Elloyd E. McIntire Sr.
Applicant's Address:	309 Pine Village Drive	Owner's Address:	309 Pine Village Drive
City, State, & Zip	Rocky Point, NC 28457	City, State, & Zip	Rocky Point, NC 28457
Phone Number:	910-675-9337	Phone Number:	910-675-9337
Email Address:	emcintyre2@ec.rr.com	Email Address:	emcintyre2@ec.rr.com
Legal relationship of applicant to landowner:			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3204-87-63730000	Total property acreage:	72.0 acre
Current Zoning District:	RA	Proposed Zoning District:	RP
Project Address:	124 Pine Village Drive , Rocky Point, NC 28457		
Description of Project Location:	Take Highsmith RD. To HW210 Turn Left on 210 go to Pine Village Dr. turn Rt to end		
SECTION 3: SIGNATURES			
Applicant's Signature	<i>Elloyd E. McIntire Sr.</i>	Date:	7 July 2021
Applicant's Name Printed	Elloyd E. McIntire Sr.	Date:	7 July 2021
Owner's Signature	<i>Elloyd E. McIntire Sr.</i>	Date:	7 July 2021
Owner's Name Printed	Elloyd E. McIntire Sr.	Date:	7 July 2021
NOTICE TO APPLICANT			
1. Applicant must also submit the information described on the Rezoning Checklist. 2. Applicant or agent authorized in writing must attend the public hearing. 3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing. 4. All fees are non-refundable 5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda			

Rezoning/Zoning Map Amendment Checklist

☒	Signed application form		
☒	Application fee		
☒	A list of names and addresses, as obtained from the county tax listings and tax abstract, all adjacent property owners, including property owners directly across any road or road easement, and owners of the property under consideration for rezoning.		
☒	Two (2) business size envelopes legibly addressed with first class postage for each of the adjacent and abutting property owners on the above list.		
☒	Accurate legal description or a map drawn to scale showing the property boundaries to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.		
☒	18 (11"x17") map copies to be distributed to the Planning Board		
☒	20 (11"x17") map copies to be distributed to the Board of Commissioners		
☒	Digital (.pdf) submission of all application materials		
☒	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.		
Office Use Only			
☐	ZMA Fees: (\$500.00 for first 5 acres; \$10/acre thereafter up to 1,000 acres; \$5/acre thereafter)		Total Fee Calculation: \$
Attachments Included with Application: (Please include # of copies)			
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large
			# of 11X17
			Other documents/Reports
			☐ Y ☐ N
Payment Method:		Cash :	
		☐ \$ _____	
		Credit Card:	
		☐ Master Card ☐ Visa	
		Check:	
		☐ Check # _____	
Application received by:		Date:	
Application completeness approved by:		Date:	
Dates scheduled for public hearing: ☐ Planning Board: ☐ Board of Commissioners:			

RETURN COMPLETED APPLICATION TO:
 Pender County Planning & Community Development
 805 South Walker Street
 P.O. Box 1519
 Burgaw, NC 28425

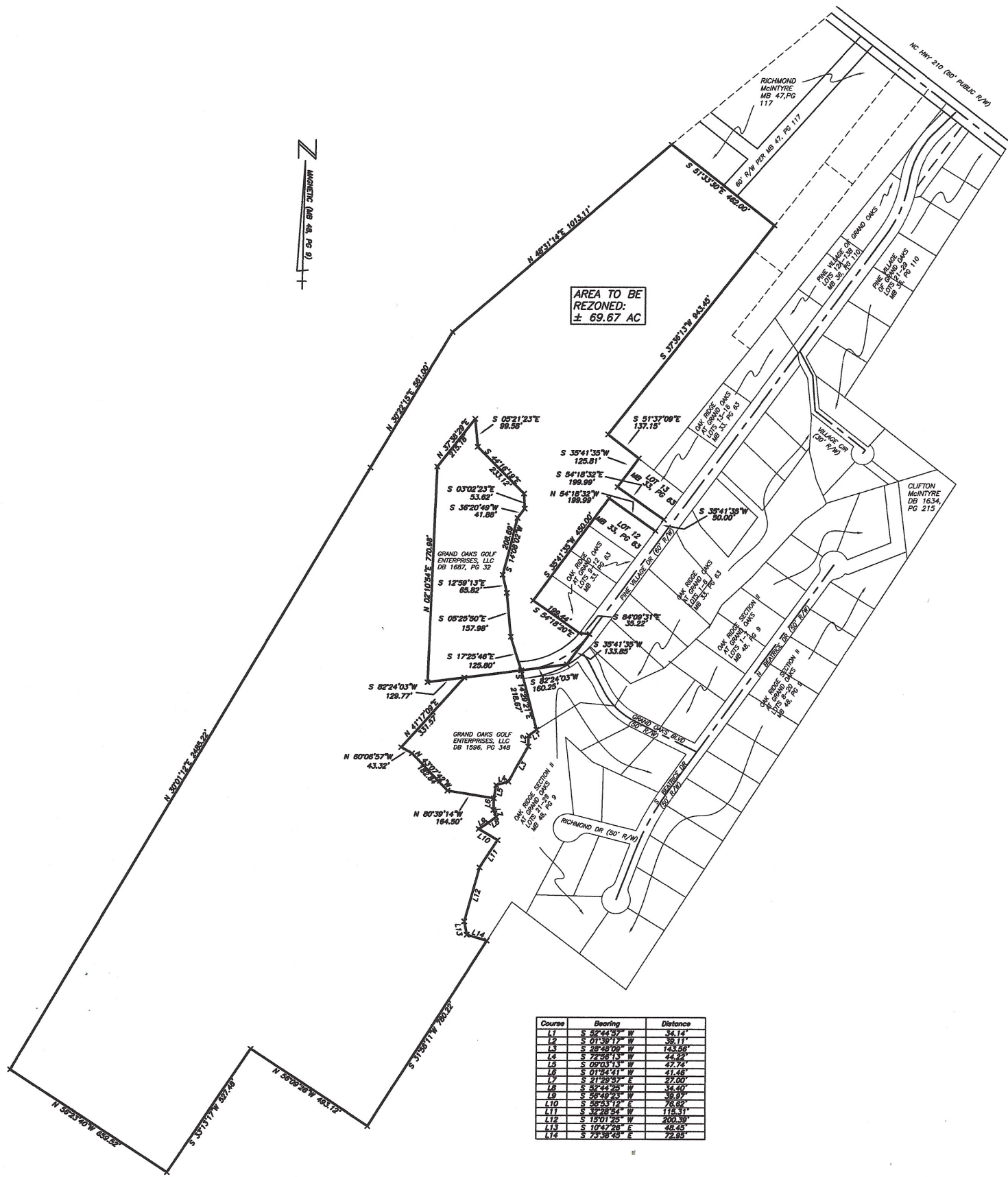
Narrative far Elloyd E. McIntire

I am requesting a rezoning of the 72.0 (+ or -) acres now zoned RA to be rezoned to RP for the purpose of annexing this property as the third (3rd) and final phase of the Grand Oaks Development Project. This property is the last section of the 127.5 acres that my wife Edna L. McIntire and I purchased from the Wilson Family in 1957. Phase one was approved by the Pender County Planning Board on August 1, 1987, under the guidelines of the Mobile Home Park ordinance adopted October 1, 1984 and was developed as a Mobile-home park in 1987 which consisted of 8 acres with 14 lots with two (2) additional lots added in 1996 for a total of 16 lots, those two (2)) additional lots met the guidelines of the Mobile Home Park ordinance adopted October 1, 1984 because the expansion was located within the original area approved in 1987.

Phase Two (2) of the Grand Oaks project was started in May of 1996 as Oak Ridge of Grand Oaks containing 16 lots. Also a special use permit for the purpose of operating an outdoor recreational golf course facility was also requested and approved on May 20, 1996. This property is located at the terminus of pine Village Drive in Long Creek Township of Rocky Point, NC which was zoned Rural Agricultural at that time. That phase consisted of 5.12 acres plus 3.14 acres that was added later. Making the total 8.26 acres.

The addition of Oak Ridge II of Grand Oaks was approved, with the development starting in 2007 and was completed in 2008 and was added to the Grand Oaks Community. This section consisted of 29 lots. on 26.32 acres completing Phase two (2) of Grand Oaks. A part Oak Ridge II of Grand Oaks was sold to Tioga LLC in September of 2020 and the other part on 1 may, 2021. The rezoning of the 72.0 (+ or -) acres now zoned RA is requested to be rezoned to RP, that will complete the grand Oaks project. I thank the Pender County Planning Board for its consideration of this request.

Elloyd E. McIntire Sr.



COMPOSITE MAP
FOR
ELLOYD McINTIRE
LONG CREEK TOWNSHIP - PENDER COUNTY - NORTH CAROLINA
SCALE: 1" = 200' JULY 2021
REVISED: JULY 9, 2021 TO REMOVE GOLF COURSE AREA FROM REZONING



Revised Legal description of property to be rezoned from for Elloyd McIntire (Grand Oaks
Subdivision) PIN No. 3204-87-6376-0000

Located in Long Creek Township, Pender County, North Carolina and beginning at the southeastern corner of Lot 13 as shown on a map of Oak Ridge at Grand Oaks, recorded in Map Book 33, Page 63, Pender County Registry. Running thence, with the western line of Pine Village Drive, (60 foot private right of way) South 35 degrees 41 minutes 35 seconds West – 50.00 feet to a point at the northeast corner of Lot 12, Map Book 33, Page 63; thence, North 54 degrees 18 minutes 32 seconds West – 199.99 feet to northwest corner of Lot 12; thence, with the western line of Lots 9,10,11,& 12, Oak Ridge at Grand Oaks, South 35 degrees 41 minutes 35 seconds West – 450.00 feet to the southwestern corner of Lot 9; thence, with the southern line of Lot 9, South 54 degrees 18 minutes 20 seconds East – 199.44 feet to a point in the western right of way of Pine Village Drive; thence, South 84 degrees 09 minutes 31 seconds East – 35.22 feet to a point in the centerline of Pine Village Drive at the northwestern point of Oak Ridge Section 2 at Grand Oaks as shown on a map recorded in Map Book 48 at Page 9, Pender County Registry; thence, with the western line of Oak Ridge Section 2 at Grand Oaks, South 35 degrees 41 minutes 35 seconds West – 133.85 feet to a point at the PI of a curve; thence, South 82 degrees 24 minutes 03 seconds West – 160.25 feet to a point in the centerline of Pine Village Drive and at the western corner of Lot 29, Oak Ridge Section 2 at Grand Oaks (Map Book 48, Page 9); thence with the line of Grand Oaks Golf Enterprises, LLC (Deed Book 1687, Page 32 and Deed Book 1596, Page 348), North 17 degrees 25 minutes 46 seconds West – 125.80 feet to a point; thence, North 05 degrees 25 minutes 50 seconds West – 157.98 feet to a point; thence, North 12 degrees 59 minutes 13 seconds West – 65.82 feet to a point; thence, North 14 degrees 08 minutes 02 seconds East – 208.69 feet to a point; thence, North 36 degrees 20 minutes 49 seconds East – 41.88 feet to a point; thence, North 03 degrees 02 minutes 23 seconds West – 53.62 feet to a point; thence, North 44 degrees 16 minutes 19 seconds West – 233.12 feet to a point; thence, North 05 degrees 21 minutes 23 seconds West – 99.58 feet to a point; thence, South 37 degrees 38 minutes 29 seconds West – 215.18 feet to a point; thence, South 02 degrees 10 minutes 54 seconds West – 770.98 feet to a point; thence, North 82 degrees 24 minutes 03 seconds East – 129.77 feet to a point; thence, South 41 degrees 17 minutes 09 seconds West – 331.57 feet to a point; thence, South 60 degrees 06 minutes 57 seconds East – 43.32 feet to a point; thence, South 43 degrees 07 minutes 42 seconds East – 182.84 feet to a point; thence, South 80 degrees 39 minutes 14 seconds East – 164.50 feet to a point in a branch at the western line of Oak Ridge Section 2 at Grand Oaks; thence with the run of a branch and the western line of Oak Ridge Section 2 at Grand Oaks, South 01 degrees 54 minutes 41 seconds West – 41.46 feet to a point, South 21 degrees 29 minutes 57 seconds East – 27.00 feet to a point, South 52 degrees 44 minutes 25 seconds West – 34.40 feet to a point, South 56 degrees 49 minutes 23 seconds West – 39.97 feet to a point, South 58 degrees 53 minutes 12 seconds East – 76.62 feet to a point, South 32 degrees 28 minutes 54 seconds West – 115.31 feet to a point, South 15 degrees 01 minutes 25 seconds West – 200.39 feet to a point, South 10 degrees 47 minutes 26 seconds East – 48.45 feet to a point, South 73 degrees 38 minutes 45 seconds East – 72.95 feet to a point at the southeastern corner of Lot 24, Oak Ridge Section 2 at Grand Oaks; thence, South 31 degrees 56 minutes 11 seconds West – 780.22 feet to a point; thence, North 56 degrees 09 minutes 28 seconds West – 493.12 feet to a point; thence, South 33 degrees 13

minutes 17 seconds West – 527.48 feet to a point; thence, North 56 degrees 23 minutes 40 seconds West – 659.52 feet to a point; thence, North 30 degrees 01 minutes 12 seconds East – 2485.22 feet to a point; thence, North 30 degrees 22 minutes 15 seconds East – 561.00 feet to a point, thence, North 48 degrees 31 minutes 14 seconds East – 1013.11 feet to a point; thence, South 51 degrees 33 minutes 30 seconds East – 462.00 feet to a point; thence, South 37 degrees 36 minutes 13 seconds West – 943.45 feet to a point; thence, South 51 degrees 37 minutes 09 seconds East – 137.15 feet to a point; thence, South 35 degrees 41 minutes 35 seconds West – 125.81 feet to a point; thence, South 54 degrees 18 minutes 32 seconds East – 199.99 feet to the point of beginning containing 69.67 acres more or less.

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Table of Permitted Uses Pender County Unified Development Ordinance

5.2.3 Table of Permitted Uses

The Table of Permitted Uses shows those principal uses that are permitted by right, permitted subject to limited use standards, or permitted subject to a Special Use Permit.

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial	Industrial		Special Purpose	
		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling		D	D	P		D					
Accessory Dwelling on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				

Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	
Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											
		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	

Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	
Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	

Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											
Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	

Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	

Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			
Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		

Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				
Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				

Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
Zoning Districts											
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D

Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	
Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

Greg Feldman

From: Nancy Kurul <nancy@nkurul.com>
Sent: Wednesday, September 1, 2021 5:20 PM
To: Greg Feldman
Cc: George Brown
Subject: [External]Email Exchange REZONING Property ID #(s): 3204-87-6373-0000
Attachments: GOHOA 2018 Nov Meeting Minutes.pdf; GOHOA 2019 Nov Board Meeting Minutes YM.pdf; winmail.dat; Re: Grand Oaks Homeowners Association Annual Meeting via Zoom, September 25, 2021 7 pm.eml; Information from County Planner Regarding REZONE 2021-25 Elloyd McIntire Grand Oaks Development Property ID #(s): 3204-87-6373-0000.eml; Fwd: Estimate 4032 from NH Paving.eml; Re: Option - K&H.eml

Importance: High

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

Dear Mr. Feldman:

I have been asked by a resident to submit the material below as it may pertain to the rezoning of Property ID #(s): 3204-87-6373-0000.

It demonstrates that the developer, Elloyd McIntire, is, in fact, confused (or mistaken, however you choose to view it) regarding his rights as a developer. This is one reason that residents in the Grand Oaks Development are concerned about the rezoning in question and why you might have a number of angry lot owners at the meeting this evening.

I have retracted the lot owner's name referenced in the email exchange below. I share this, in part, because I take it as a veiled threat against me and any future efforts to proceed according to our governing documents and proceed in my role as a duly elected member of the GOHOA Board.

Also attached are the meeting minutes of November 17, 2018 when Elloyd McIntire first announced his intention to retire in 2019. His daughter, Yvonne McIntire, wrote these minutes herself.

Also included are minutes of the 2019 Directors meeting, in which Elloyd McIntire referenced that lot owners would be assessed for a required turn lane into the development. Although not reflected in the official minutes, I reminded him this is a developer's responsibility and not something that the Grand Oaks HOA can assess to lot owners. Elloyd McIntire has since repeatedly indicated his belief a turn lane will be paid for with GOHOA funds. Should this be attempted, of course legal remedies will be pursued. This is merely additional evidence that the Developer's statements have tended not to be accurate (or, as some might say, honest).

All my best,

Nancy Kurul
910-789-0682

FIRST MESSAGE

-----Original Message-----

From: Nancy Kurul <nancy@nkurul.com>
Sent: Tuesday, August 24, 2021 11:55 AM
To: Elloyd E. McIntire <emcintyre2@ec.rr.com>
Cc: RETRACTED; Mark & Teresa Donaldson
<mdrealtync@gmail.com>
Subject: Lot owned by RETRACTED

Elloyd:

I just got off the phone with RETRACTED, who received what apparently was an upsetting and unclear call from you today. She indicated that you told her to expect a formal letter of complaint from the President of Grand Oaks about her lot under construction.

As the Secretary of GOHOA and member of the Complaint Committee, I have worked in concert with President Mark Donaldson to issue formal complaints. I have received no complaint about her lot. While speaking with her on the phone, she indicated she would prefer a quick call if someone had a concern, and I think that is quite reasonable. Her intention is to live on that property once the home is completed. I'd like reassure her that we do have an official process for complaints as well as a Grand Oaks Board of elected officers she is welcome to contact with questions and concerns.

While on the phone with me, RETRACTED indicated that she is trying to arrange for mowing the lots in the very near future (hopefully this weekend) and planning for the removal of the stump. She shared her builder has COVID and that has put a delay on the plans. I indicated that should be fine and reassured her that I had not received any complaints.

It would be very helpful moving forward if you would let the Board members know of concerns and let us communicate legitimate concerns with any of the lot owners in GOHOA. You have repeatedly indicated your intention to retire, and we have proceeded in our duties as Board members accordingly, and developed various committees to ensure appropriate governance and procedures for GOHOA as well. I maintain a spreadsheet of official complaints so that we can ensure we give the required 30 days notice to comply with any written complaint.

All my best,

Nancy Kurul
GOHOA Secretary

SECOND MESSAGE

Begin forwarded message:

From: "Elloyd" <emcintyre2@ec.rr.com>
Subject: RE: Lot owned by Robin Saffo
Date: August 26, 2021 at 11:52:33 PM EDT

To: "Nancy Kurul" <nancy@nkurul.com>, "sales [sarwilmington.com](mailto:sales@sarwilmington.com)" <sales@sarwilmington.com>

In response to your email of 25 august, 2021 I want you to know now and going forward, that I have the right to call or talk to any lot owner or Builder that owns a lot, or is building in the grand oaks community at any time , and you have no authority or right to e-mail me advising me of your disapproval. I am sure that you know this already but as a reminder, the State of North Carolina gave me the right to run the Grand Oaks Development LLC affairs, and even appoint Directors to the board, the only appointment authority that your Board have is the appointment of Committees, I hope that in the future you will remember that. Be warned that I will not have no one including you enter fearing with my rights as the Developer of the Grand Oaks Community Projects. (EMPHASIS ADDED)

Now to address the RETRACTED phone Call, I had a meeting with Mark on 24 August 2021, and during that meeting mark asked me for the RETRACTED information so that he could contact her about lots 5 & 6, I told him that I would get Her information for him, so that is why I called her. I only had her phone number so I requested her mailing address for the records. I am the one that register the complaint with her about the condition of lots 5 & 6 which is well with in my rights, no maintenance had been performed on those lots since I mowed them prior to putting them on the market . A letter should have gone out to RETRACTED and others, at the same time that Janet sent out the first notice for compliance for lots 9 & 10, and for sure with the second notice signed by you, Mark and Janet as the Board of Directors, sent to the McIntyre Family Development Group for maintenance compliance , (WHY NOT ?). I have also herd that you have been spreading the word around that I am confused, if what I am hearing is true , then I want you to explain to me, what it is that I am confused about. If you have been spreading this misinformation then I insist that you put a stop to it, because you really don't know what you are talking about.

You have mentioned in several e-mails that I said that I was retiring, that is true but I will make the decision as to when, and you don't have a choice in that decision.

In regards to the meeting that is set for 25 September 2021 at 7:00 PM. I want and request that the meeting be in person .If the members of the Grand Oaks Community can attend a public Zoning Meeting in Pender County with people from all over the County present, then you can certainly have an in person meeting with your HOA Members.

Sincerely

Elloyd E. McIntire Sr.

FINAL MESSAGE

Begin forwarded message:

From: Nancy Kurul <nancy@nkurul.com>

Subject: Fwd: Lot owned by RETRACTED

Date: August 27, 2021 at 10:30:45 AM EDT

To: "Elloyd E. McIntire" <emcintyre2@ec.rr.com>

Cc: Mark & Teresa Donaldson <mdrealtyinc@gmail.com>, sales@sarwilmington.com

Dear Elloyd:

My email was in response to a very upset lot owner who had no idea who you were and could not understand you over the phone. It was a request that you let the elected Board address such issues moving forward. I keep a log of official complaints and the actions associated with them, so that we can avoid making mistakes in the future.

The upcoming rezoning meeting gives you an opportunity to provide additional information to the lot owners about what is planned. I was asked to pass along official information regarding the rezoning meeting process rather than just rumor. Please don't kill the messenger here.

My focus is on how to make things more transparent for those who take over governance from the current Board (hopefully someone will actually run for office) as well as ensure that no future Board will kid themselves that they can do whatever they want without regard to the governing documents. Note that my academic work in graduate school was in the study of organizations (emphasis on productivity and effectiveness), and this probably impacts my propensity for records and details.

Attendance at the Planning Board meeting is not something that the Grand Oaks HOA Board has required, nor do we control how it is conducted. The auditorium of the Annex, where the meeting will be held, is a very large auditorium, and anyone attending will be able to engage in socially distancing and wear masks. Meeting at the public library in Burgaw **was** considered by the GOHOA Board, but the decision was made to have the Zoom meeting to make it safer for our residents during the recent dramatic increase in COVID-19 cases. If the Planning Board meeting had been available via Zoom it would have been preferable for many of us, myself included!

I have worked very hard to ensure we proceed according to the governing documents and that GOHOA records are in order. I identified and encouraged the correction of the fence easements, for example - that GOHOA paid to correct. I initiated and have served on the Complaint, Rules and Regulations Committee and the Roads Committee, and have attempted to do so in a professional and business-like manner. I have attempted to include all the sub-HOAs in the process as well. It is unfortunate that the Pine Village (PV) sub-HOA has refused to participate in GOHOA governance, even after repeated requests to replace Adrienne Mazzetti on the GOHOA Board.

It has been difficult to find lot owners willing to serve - it is a complex job given so many different and conflicting sub-HOAs and missing documents (no by-laws for Pine Village or ORII, for example). Development and management of Grand Oaks is challenging. It is easy to make mistakes and to think being a developer **or** an elected officer gives license to do what we want, rather than what is legal and in the best interests of lot owners now and in the future. It is understandable that a developer is focused on their interests and the lot owners are focused on theirs. **When we make mistakes (and all of us have - we are human), it is our responsibility to correct them and then move on, not to cause more drama and resolve nothing.**

Although Board members are still required (for voting to record liens, filling Board vacancies, appoint executive committees, etc.), we **hope to be able to hire an HOA Management Company**. We've

received quotes from Premiere or Kuester look good so far, with quotes coming in at \$500 and a \$750 minimum per month, respectively. I am still trying to get additional information and quotes in writing. The increase in annual dues is not likely to be received well, but without volunteers running for office and participating in governance in all sub-HOAs and GOHOA, we do not see alternatives.

We also hope to get additional quotes (rather than aerial quotes) on the **roads so that we can responsibly determine what needs to be done now, and what can wait.** The construction vehicles have further damaged the older Pine Village Drive. We have been told by the DOT that Village Circle was not constructed with the proper turning radius for emergency vehicles and that no official plan was submitted to the DOT for ORII (so we cannot say that ORII was built to DOT standards). The roads in ORII have already been damaged by the construction vehicles, and since the roads were deeded to GOHOA, we as lot owners are disappointed to realize that we (rather than the various development companies) may continue to pay the price for development in Grand Oaks. It should be understandable that lot owners would be very concerned about additional rezoning and development.

I have copied some of the most recent information below.

The Planning Board and the lot owners are looking forward to learning more about your plans for the area in question - Property ID #(s): 3204-87-6373-000.

Perhaps you can assuage lot owners' concerns that this rezoning will result in lowering their property values and end up with them paying for additional damage to the private roads caused by construction vehicles.

All my best,

Nancy Kurul

Greg Feldman

From: Nancy Kurul <nancy@nkurul.com>
Sent: Monday, August 23, 2021 11:58 AM
To: Greg Feldman
Cc: George Brown
Subject: [External]REZONE 2021-25 Elloyd McIntire Grand Oaks Development Property ID #(s): 3204-87-6373-0000

Importance: High

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

Dear Mr. Feldman:

As Secretary for the Grand Oaks Homeowners Association (GOHOA), it was a surprise to receive notice of the rezoning application on Saturday, August 22, 2021. The Developer, Elloyd McIntire, had informed us of his intent to sell the property and retire. I am a member of the GOHOA Architectural Review Committee and he had not informed either the Committee or the Board of his intentions.

We have some very outspoken lot owners, and as a member of the GOHOA Board, I've been asked to find out a bit more about the proceedings on September 1st at the Annex.

- How long will discussion last?
- Are we limited in the time and # of speakers for presentation of evidence and discussion? If so, any additional details would be very helpful.
- What type of evidence is most valuable in helping the Planning Board make an informed decision?

The meeting could become contentious, and I like to be able to assist by sharing what specific information and evidence is (or is not) helpful with the GOHOA lot owners (such as encourage lot owners to be prepared and present evidence in a professional manner).

As you may already be aware, Grand Oaks lot owners have expressed serious concerns about Mr. McIntire's various attempts to develop in the past, particularly if high density. The GOHOA Board has encouraged him in his efforts to sell to another developer, and we have served on the Board and the Architectural Review Committee doing all the GOHOA governance since January 2020. We did so in good faith that we were empowered to do so and that the Declarant period had ended. His two adult children, the former members of the Board, resigned in 2020 and sold their empty lots in Oak Ridge in 2021.

There is a rather long history. Pender County Commissioner George Brown is familiar with much of the early history with Mr. McIntire. I have had a meeting and exchanged emails with the Planning Board (Megan Crowe and Ron Meredith) about ORII and Grand Oaks in the past as well.

There is no additional exit to 210, and all traffic must come in and go out on Pine Village Dr. The stub road required for Oak Ridge II is not built for emergency vehicles (nor are lot owners normally allowed to use it, as there is a gate preventing access. Photos will be supplied as they become available.

Note that the area in question (ID # 3204-87-6373-0000) is behind a higher end section of the development (Oak Ridge), which was marketed as a gated community (but it was never electrified and was not constructed in such a way as to

actually close). There is little question that adding a low density sub-development will adversely impact our property values and the peaceful family neighborhood we currently have.

Note that Mr. McIntire has told lot owners they will be assessed the required turn lane once a few more homes are built (and repeated this request multiple times over the years - I have it documented in GOHOA meeting minutes). We have politely (verbally and in writing) let him know the Board cannot and will not approve any assessment of this nature. He has passed his developer's costs to lot owners more than once, including mowing his privately owned ditches and paying for the electric on his privately owned driving range, which are not a part of the Grand Oaks Development. Now that we have an elected Board, we can at least prevent this sort of assessment.

Roads are deteriorating in the development due to construction, age, and flooding. Mr. McIntire repeatedly informed us that Oak Ridge II roads were built according to DOT standards, but according to Brad Haste, no plans were submitted to the DOT for any roads in Oak Ridge II (which are already deteriorating).

During heavy rains, the development has experienced property and damaging flooding.

The URLs below are a couple of videos of my backyard in Oak Ridge (Lot 8) and Grand Oaks Blvd... Until lot owners were allowed to serve on the GOHOA Board, nothing had been done about the flooding for years, although complaints had been made. Mr. McIntire insisted that the flooding was caused by a beaver dam. However, the drainage pipes/culverts were actually blocked by debris. The Board spent thousands of dollars of HOA funds in 2020 to resolve at least some of the drainage problems (and I personally spent almost \$2 thousand to dredge behind my property and resolve the flooding in my yard), but more is needed. To add a high density development to this flood prone area with only one viable exit would be irresponsible. Note there are no amenities and none have been planned. All the open spaces are just green spaces to be mowed and the mailroom.

<https://www.youtube.com/watch?v=PkCcUkxi7HA>

<https://www.youtube.com/watch?v=TK3Y7Y1xD6k> (sorry it is in slow motion)

The photo below is of a lot in Pine Village sub-development (June 2020) and shows the "security gate" before a few Oak Ridge lot owners finished installing the fencing themselves. The actual gate is prevented from closing due to the edging Mr. McIntire installed (Note the gate was never electrified). The road on the left is of Village Circle, which is supposed to connect to the "stub road." When Grand Oaks Blvd is flooded (as shown in the 2nd video), there is no way for emergency vehicles to access the 28 of the 29 lots in Oak Ridge II.



Please let me know if you have any questions. Thank you very much for your time and any advice you might offer.

All my best,

Nancy Kurul
GOHOA Secretary
431 Pine Village Dr.
Rocky Point, NC 28457
910-789-0682

Greg Feldman

From: James Messenger <messj66@yahoo.com>
Sent: Wednesday, September 1, 2021 3:46 PM
To: Greg Feldman
Cc: Nancy Kurul; messtina66@gmail.com
Subject: [External]Public Hearing General Use Rezoning PIN 3204-87-6373-0000 Elloyd McIntire

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

Good afternoon Greg,

I am James Messenger a Home Owner in Oakridge HOA, a Sub. of Grand Oaks HOA.

My wife and I will unfortunately not be able to attend the hearing this evening.

I am writing in reference to our concerns of rezoning the 69.67 acers in our area from RA to RP. My concerns are probably the same as the rest of the Home Owners in Grand Oaks. This rezoning could allow for new development construction to include high density housing which brings along several issues.

Listed below are some of our concerns that we would like considered and addressed:

Increased traffic, noise, limited entry points, and roads.

Water drainage and flooding.

Home value diminution.

Peace, privacy, visual, light, and pollution.

Thank you for your time.

Best regards,
James and Tina Messenger
255 Pine Village Dr.
Rocky Point, NC 28457

Greg Feldman

From: Greg Feldman
Sent: Tuesday, August 31, 2021 10:07 AM
To: Gideon Smith
Subject: FW: [External]Fwd: [External]Grand Oaks Development density and access to 210 requirement question

Greg Feldman | Current Planner

[Pender County Planning & Community Development](#)

(910) 259-1734

gfeldman@pendercountync.gov

805 S. Walker Street,
Burgaw, NC 28425



www.pendercountync.gov

From: Nancy Kurul <nancy@nkurul.com>
Sent: Tuesday, August 31, 2021 9:35 AM
To: Greg Feldman <gfeldman@pendercountync.gov>
Subject: [External]Fwd: [External]Grand Oaks Development density and access to 210 requirement question

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

You may have this background already, but I thought I'd share in case you do not.

All my best,

Nancy Kurul
910-789-0682

Begin forwarded message:

From: Travis Henley <thenley@pendercountync.gov>
Subject: Re: [External]Grand Oaks Development density and access to 210 requirement question
Date: October 28, 2020 at 9:52:29 AM EDT
To: Nancy Kurul <nancy@nkurul.com>
Cc: George Brown <gbrown@pendercountync.gov>, "Joseph C. Staradumsky" <jcstaradumsky@pendercountync.gov>, Tera Cline <tccline@pendercountync.gov>

Hi Nancy,

Good morning!

I was able to dig into the file for Grand Oaks - and learn a lot of the history I was up to now not privy to.

The first thing I'll state is that I believe I found the correspondence you referenced with a previous planner regarding the extension of an additional access road... what Ms. Frank had stated was that the Planning Board could impose additional interconnectivity standards at the time of their review and hearing, like they did with the stub street off Pine Village. I don't see any other mention of that particular point - there was a number of more immediate topics being discussed from late-2007 through the early part of 2009, it seems - but if there's additional correspondence please feel free to forward over and I'll take a look!

The same group of correspondence references a theoretical "phase III" and also references challenges associated with the portion of the development that was approved prior to the institution of the Subdivision Ordinance in 2004, and how the 2004 standard could not retroactively be applied to the old phases when Phase II was brought forward. I want to point out that the ordinance changed again in 2010 and we now have what's called a "UDO" or Unified Development Ordinance, which houses almost all development regulations in one place. I do not have any documentation of a Phase III ever being submitted, and there is no master plan for the entire property showing what is intended in the future. As I mentioned, the zoning of all properties surrounding Grand Oaks that are not part of the previous plats are zoned RA, meaning that the residential density allowed within Grand Oaks could not be replicated on the surrounding properties. That being said, one of the changes made in 2010 was that the Planning Board no longer approves what are called "by-right" developments, in which a developer is proposing to meet all the defined standards housed within the UDO. If a developer chose to use the standards of the RA district, the project shall be approved administratively by staff once those standards are met. There is no public hearing as part of this process, and this is the process by which I would say 95% of the development within Pender County currently operates. If they choose the rezoning process I mentioned yesterday, they would be subject to multiple public hearings just for the rezoning, with potentially more after depending on which new district they chose and whether they received approval or not.

If Phase III is to be initiated shortly, there has been no communication with Planning Staff as of yet. They would be subject to all standards of the UDO at the time they submit - needless to say, the County's development regulations have grown up quite a bit since Phase II was approved - but the same statement holds true that we don't have the ability to retroactively apply the standards to previous phases. Should you have any further questions, please do not hesitate to reach out!

Best regards,

Travis Henley, MPA, CFM | Director
[Pender County Planning & Community Development](#)
805 S. Walker St.
Burgaw, NC 28425

(910) 259-2110

[Pender County UDO Update](#)



For Online Permitting, Please Visit the [PORT](#)

From: Travis Henley <thenley@pendercountync.gov>

Sent: Tuesday, October 27, 2020 2:23 PM

To: Nancy Kurul <nancy@nkurul.com>; Tera Cline <tccline@pendercountync.gov>

Cc: George Brown <gbrown@pendercountync.gov>

Subject: Re: [External]Grand Oaks Development density and access to 210 requirement question

Good afternoon Nancy,

Before I go any further, I do want to say up front that I'm working remotely today, and as such don't have access to the paper files in the office. I'm unable to locate a Master Plan for Grand Oaks in an electronic form - I'm also not certain one exists. But staff in the office have pulled the paper files for me and I'll take a look when I get into the office.

Regardless of the status of lack thereof of a Master Plan, this is the first I've heard of a Grand Oaks Phase III. Based on a review of the neighborhood, it would appear the only place such a phase could occur would be on the parcels to the south and west, in the vicinity of the driving range. Fire code as it's written today would generally require a second means of ingress and egress once a neighborhood gets above 30 lots (I don't believe this was a requirement when the most recent phase of the neighborhood was platted). However, that particular requirement is enforced jointly between us and the Fire Marshal, and in the past it's generally been acceptable that as long as there were stub streets to adjacent properties to account for new development in the future, only one access to the DOT system has been required. That is generally the "additional exit" that gets mentioned in these types of scenarios. It's hard to speculate here, because I've never seen what a Phase III would look like, but at this point I can say that a Phase III wouldn't necessarily be required to build another connection to 210. That's as I type this today, though - there's more research I need to do that I can't do from my remote location, unfortunately. There does appear to be a 60' access easement connecting the Elloyd McIntire parcel to the west to 210 over the Richmond McIntire parcel. That would theoretically make connecting to 210 easier than it otherwise would be.

Another thing I noticed while researching - the McIntire properties are zoned differently than Grand Oaks. Grand Oaks is zoned Residential Performance (also known as "RP" and then also known as "R-15" in most other localities in the immediate area). This zoning district allows for residential development with a minimum lot size of 15,000 square feet, or around 1/3 of an acre. It appears most of the lots in Grand Oaks are in the 1/2 acre or so range. The McIntire properties to the west, as well as pretty much all surrounding properties, are zoned Rural

Agriculture or "RA." The largest different is that residential development cannot occur with lot sizes any smaller than one acre. In order to change that, a rezoning would have to be submitted and approved by the Commissioners in a public hearing. Without a rezoning of some type, the densest possible residential development you would see on the neighboring properties would be around half of the density of the existing part of Grand Oaks. Further, if the type of rezoning submitted was a conditional rezoning (which is what Staff always recommend when rezonings are considered), Staff and the public would have the ability to propose conditions of approval as part of the review process, one of which could include a requirement to build a second connection to 210.

In regards to the flooding - I'm sorry you keep getting the runaround. I'll try to speak a little bit more from the County perspective... From what I saw in the DEQ correspondence, they are correct in that flooding issues are left to the local government or the property owners. What they often leave out though is that regulating this type of flooding (as opposed to floodplain maps developed by FEMA) is only handled by local governments that choose to handle it. Pender County has nothing within the code that would give us the ability to take enforcement action because someone downstream isn't clearing their stream course, or that the system isn't being maintained, or that yards or roads are flooding. That is left to private individuals or associations to handle. We send people to DEQ sometimes because sometimes flooding issues are indicative of a system that overall isn't functioning as intended. Pender County has recently taken big steps to up the retention standard required of new development, but this only applies to projects that were proposed after around July 2018. Ultimately, it appears that the issues that unfortunately seem to be plaguing Grand Oaks are of a civil nature.

As I mentioned, more to come once I get back in the office and have reviewed the paper files. I'll be reaching out again soon.

Best regards,

Travis Henley, MPA, CFM | Director
[Pender County Planning & Community Development](#)
805 S. Walker St.
Burgaw, NC 28425
(910) 259-2110
[Pender County UDO Update](#)



For Online Permitting, Please Visit the [PORT](#)

From: Nancy Kurul <nancy@nkurul.com>
Sent: Monday, October 26, 2020 10:15 PM
To: Travis Henley <thenley@pendercountync.gov>; Tera Cline <tccline@pendercountync.gov>

Cc: George Brown <gbrown@pendercountync.gov>

Subject: [External]Grand Oaks Development density and access to 210 requirement question

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

As an officer in the Grand Oaks Homeowners Association, I am attempting to address concerns several of the homeowners in the Grand Oaks Development have expressed to me. The development currently consists of Pine Village, Oak Ridge and Oak Ridge II sub-developments, and my questions relate to the requirements for number of entrance and exits that apply to our development.

We have one road in and out of the development, Pine Village Drive in Rocky Point.

Below is a breakdown of the number of built homes and lots in Grand Oaks Development. All of the roads and open spaces have been deeded to the Grand Oaks Homeowners Association, and the GOHOA Board (where I serve as the Secretary) is responsible for maintaining them.

8 homes built in Pine Village (2 lots remaining)

13 homes built in Oak Ridge, with 2 lots remaining undeveloped (plus the Developer's personal home, the retention pond, and the Developer's Driving Range, not officially part of the development)

2 homes built in Oak Ridge II, where there are 27 lots yet to be developed. Note: 1 or 2 of the 27 may not be buildable lots, Elloyd McIntire, the Developer, has shared).

When Oak Ridge II was initiated, we were told that there would eventually be a requirement for another exit. When Oak Ridge II was approved, it was with the understanding that a stub road would be available as an alternate exit (although until recently that was blocked by a locked gate). In a recent Grand Oaks Homeowners Association Meeting via Zoom, we were informed by the Developer that there will never be an additional exit and that Phase III of Grand Oaks will be initiated shortly. County Commissioner Chair George Brown and a previous Pender County Planner had led me to believe that an additional exit would be required prior to approving any plan for Phase III, so I am attempting to verify the current status of the requirement for a second access to 210 before Phase III would be approved. There have been a few occasions where Elloyd McIntire has misunderstood what has been said or done, and we want to avoid mass exodus from the neighborhood and present accurate information that can be documented for the home and lot owners of GOHOA.

If there is any way you could help address these issues for our home and lot owners, the GOHOA Board would be very grateful.

All my best,

Nancy Kurul
GOHOA Secretary
431 Pine Village Dr.
Rocky Point, NC 28457
910-789-0682

PS: We are still trying to get someone to help us with the flooding issues (you may recall I initially contacted you back in July about the flooding). I just realized that you were not copied on all the correspondence. Basically we continued to be told to go to somewhere else.

We are also experiencing flooding in the Development with increasing regularity. It does not need to be a hurricane to have the creek behind my property (GIS# 3204-97-4663-0000 Descr: L8,PB 33/63 OAK RIDGE SEC OF GRAND OAKS) overflow, making exit from the Oak Ridge II sub-development impossible or dangerous. One example of the flooding commonly seen during heavy rains on Grand Oaks Blvd, currently the only way to access Pine Village Road and exit onto 210, may be seen in this video. <https://www.youtube.com/watch?v=u1AhCXkpPZU>

Begin forwarded message:

From: Nancy Kurul <nancy@nkurul.com>
Subject: Fwd: [External] Urgent Request for Information about
Drainage System Diagnostics and Maintenance
Date: October 22, 2020 at 12:42:29 PM EDT

Attached you please find the forwarded Stormwater Management Report, and the permit for Grand Oaks SW8 960721 sent to me by Christine Hall, of NCDENR. I have also attached the "Authorization to Construct" Issued 3/3/2020 for public water system. The last recommendation was "As for dredging or clearing the creek of debris to provide better drainage, that conversation should be had with the folks who regulate wetlands and surface waters, the Corps of Engineers and DWR (Robb Mairs)."

Begin forwarded message:

From: "Hall, Christine"
<Christine.Hall@ncdenr.gov>
Subject: RE: [External] Fwd: Urgent Request for Information about Drainage System Diagnostics and Maintenance
Date: July 16, 2020 at 1:45:59 PM EDT
To: "Hunkele, Dean"
<dean.hunkele@ncdenr.gov>, Nancy Kurul
<nancy@nkurul.com>
Cc: "dadams@pendercountync.gov"
<dadams@pendercountync.gov>, thenley
<thenley@pendercountync.gov>, "Mairs, Robb L" <robb.mairs@ncdenr.gov>

Ms. Kurul,
Dean is correct. The state stormwater program does not have jurisdiction over flooding or ensuring proper drainage within low density projects. This is left to the local governments or to the property owners. For additional information on the responsibility of the State in regards to flooding and drainage, I have attached a pdf that may help. I have also attached a copy of the permit for Grand Oaks, SW8 960721.

As for dredging or clearing the creek of debris to provide better drainage, that conversation should be had with the folks who regulate wetlands and surface waters, the Corps of Engineers and DWR (Robb Mairs).

Please let me know if you have further questions about the state stormwater program.

***** Please note the change to my direct phone number *****

Christine Hall
Wilmington Regional Stormwater Program Supervisor
Division of Energy, Mineral and Land Resources – State Stormwater Program
North Carolina Department of Environmental Quality

Office: 910 796 7215
Direct: 910 796 7339
Email: christine.hall@ncdenr.gov
Address: 127 Cardinal Drive Ext.
Wilmington, NC 28405



Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Hunkele, Dean
Sent: Thursday, July 16, 2020 10:17 AM
To: Nancy Kurul <nancy@nkurul.com>; Deaton, Anne <anne.deaton@ncdenr.gov>; Brown, Mark A <mark.brown@ncdenr.gov>; Christenbury, Mike <mike.christenbury@ncdenr.gov>; Cox, Heidi <heidi.cox@ncdenr.gov>; Dail, Jason <jason.dail@ncdenr.gov>; MacPherson, Tara <tara.macpherson@ncdenr.gov>
Cc: Hall, Christine <Christine.Hall@ncdenr.gov>
Subject: RE: [External] Fwd: Urgent Request for Information about Drainage System Diagnostics and Maintenance
Importance: High

Nancy,

This development has a low density state coastal stormwater permit (SW8960721) that was originally issued in 10-1996 to the developer and it was modified in 5-2007. The NC Division of Water Quality (DWQ) issued the permits starting in late 1980s, but the program was transferred out of our agency by the legislature in 8-2013 along with the staff that managed the program and they dissolved DWQ merging us into my current agency. The Division of Energy, Minerals, and Land Resources (DEMLR) now has the stormwater program and they also handle erosion control for new development as well.

The state stormwater program only evaluates the design of on-site systems as to their ability to collect, “treat”, and store or transfer stormwater to a location(s) that is to be supposedly approved by the local government – either a county or city/town and in some cases local DOT in their initial approval of the development. It is up to those that approved the exit point(s) to determine how to manage the ability of the downstream areas to move the water along within the confines of what is allowed.

In my limited experience with the process is that the local agencies at least in the past did not track the volume nor limit the number of systems attempting to utilize the same drainage area resulting in it becoming surcharged and thus surcharging stormwater systems depending on it. Also, many local governments did not have programs of their own when the state program

began, but have been doing so sporadically since including adding additional design requirements at times. The general lack of topography along the coastal region makes movement of water difficult at times especially during severe events like hurricanes and then hurricane damage within the drainage ways can further hamper its ability.

Without knowing the specifics of the system's design and condition, then it's hard to know if it is in compliance with the permit which can be evaluated by state stormwater staff. I would say though that if the HOA wants to have more control over their on-site system, then they should seek to get the permit transferred to it as the Permittee. This is a discussion to have with the state stormwater staff. It may be system needs to have some adjustments made to assist in moving the water differently both within and out of the development which would need to be approved as well. These changes involve hiring an NC civil engineer or firm to evaluate the current system and make recommendations to help, then constructing those. Of course this all costs money which can be significant.

I have copied Christine Hall who is the supervisor of the coastal stormwater program in our regional office and she can be contacted by calling 910-796-7215 as well. She is more knowledgeable about the program and its limitations, thus is in a better position to provide guidance and correct any inaccuracies I have stated above.

Hope this helps at least some.

Dean Hunkele

Environmental Program Consultant

Water Quality Regional Operations Section
Division of Water Resources
Department of Environmental Quality

910.796.7215 Reception Desk

910.796.7380 Direct

910.350.2004 Fax

Dean.Hunkele@ncdenr.gov

Wilmington Regional Office

127 Cardinal Drive Ext
Wilmington, NC 28405

<http://deq.nc.gov/contact/regional-offices/wilmington>

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties

The goal of the Fast Track sewer permit program is to issue a permit in no more than 30 **business** days from receipt of a complete application and if no additional information has to be requested upon full review. Please use the **Department's Permit Application Tracker** to determine the official application receipt date to allow you to estimate a date for issuance and find the reviewer's name. Once issued, the record stays on the site for 30 days.

For previously issued sewer permit info or to check on sewer certification receipt status, please use the **Division's Sewer Extension Permit Tracker**. Using the Issue Date on top of the Engineer Certification Form is best way to ensure getting what you want especially for multi-version permits; using today's date only gives info on the latest permit version. Confirmation using this method will replace letters and emails; it is recommended that confirmation be printed and/or saved.

Links to both trackers can be found on the sewer permitting site here: <https://deq.nc.gov/about/divisions/water-resources/water-resources-permits/percs/collection-systems-permits>

[Subscribe to Collection System Updates](#) listserve to receive automatic alerts for changes to applications, policies, regulations, etc.

From: Nancy Kurul [<mailto:nancy@nkurul.com>]
Sent: Thursday, July 16, 2020 8:55 AM
To: Deaton, Anne <anne.deaton@ncdenr.gov>; Brown, Mark A <mark.brown@ncdenr.gov>; Christenbury, Mike <mike.christenbury@ncdenr.gov>; Cox, Heidi <heidi.cox@ncdenr.gov>; Dail, Jason <jason.dail@ncdenr.gov>; Hunkele, Dean <dean.hunkele@ncdenr.gov>; MacPherson, Tara <tara.macpherson@ncdenr.gov>
Subject: [External] Fwd: Urgent Request for Information about Drainage System Diagnostics and Maintenance
Importance: High

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report.spam@nc.gov

Is there anyone that can help direct me to the proper contact person with NC DEQ?

All my best,

Nancy Kurul
Secretary, Grand Oaks Homeowner's Association
431 Pine Village Dr.
Rocky Point, NC 28457
nancy@nkurul.com

Begin forwarded message:

From: Nancy Kurul
<nancy@nkurul.com>
Subject: Urgent Request for
Information about Drainage
System Diagnostics and
Maintenance
Date: July 2, 2020 at 1:58:27 PM
EDT
To: Anne.Deaton@ncdenr.gov

Dear Ms. Deaton:

I have no idea who to contact at your organization, and hope you can direct me to someone who might be able to direct me to resources to appropriately diagnose the possible causes of the flooding and propose solutions.

I've provided the entirety of my interactions with Pender County employees below, and included a video of the most recent flooding over Grand Oaks Blvd.

I am an Officer in the Grand Oaks Homeowners Association and am attempting to assess what needs to be done to address the worsening flooding in the development. It doesn't need to be a hurricane to flood the street in question, or to have 2+ feet of water in my (and others') lawns. I am working with the 88 year old developer, Elloyd McIntire, who also lives on site and apparently has not understood some of the things he has been told in the past.

Thank you for any suggestions about who might be able to help from your organization. I looked at your website and wasn't sure who to contact.

All my best,

Nancy Kurul

910-789-0682



Pender County

Request For Board Action

DATE OF MEETING:	October 18, 2021
REQUESTED BY:	Travis Henley, Director, Planning & Community Development
SHORT TITLE:	Resolution Requesting Approval of a Zoning Map Amendment from the RA, Rural Agricultural zoning district to the RP, Residential Performance zoning district.
BACKGROUND:	Elloyd McIntire, applicant and owner, is requesting approval of a Zoning Map Amendment to rezone one tract of land totaling approximately 69.67 acres from RA, Rural Agricultural zoning district to RP, Residential Performance zoning district. The subject property is located at the terminus of Pine Village Drive, approximately one-half mile southwest of the intersection of Pine Village Drive and NC HWY 210 in the Rocky Point Township and may be further identified by Pender County PIN 3204-87-6373-0000.
SPECIFIC ACTION REQUESTED:	To hold a public hearing and consider the approval of a Zoning Map Amendment from the RA, Rural Agricultural zoning district to the RP, Residential Performance zoning district.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On October 18, 2021 the Pender County Board of Commissioners (approved, modified, denied) a Zoning Map Amendment, as described herein. The Chairman/County Manger is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED:

☐

APPROVED

SECONDED:

☐

DENIED

YEA VOTES: ☐ BROWN ☐ MCCOY ☐ NEWTON ☐ PIEPMAYER ☐ WILLIAMS

10/18/2021

George R. Brown, Chairman Date

10/18/2021

Clerk to the Board Date



Pender County SUP 2021-22

TO: Board of County Commissioners

FROM: Gideon Smith

DATE: October 18, 2021

SUBJECT: Resolution Requesting Approval for a Special Use Permit for a Family Dollar Store

SUMMARY:

Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store within the RA, Rural Agricultural zoning district on approximately 2.07 acres of land located on the northeastern corner of the intersection of US HWY 421 and Montague Road. The subject property is in the Grady Township and may be further identified by Pender County PIN 2285-63-0939-0000.

ACTION REQUESTED:

To hold a Public Hearing and consider the Special Use Permit.

STAFF REPORT FOR SUP 2021-22 SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY

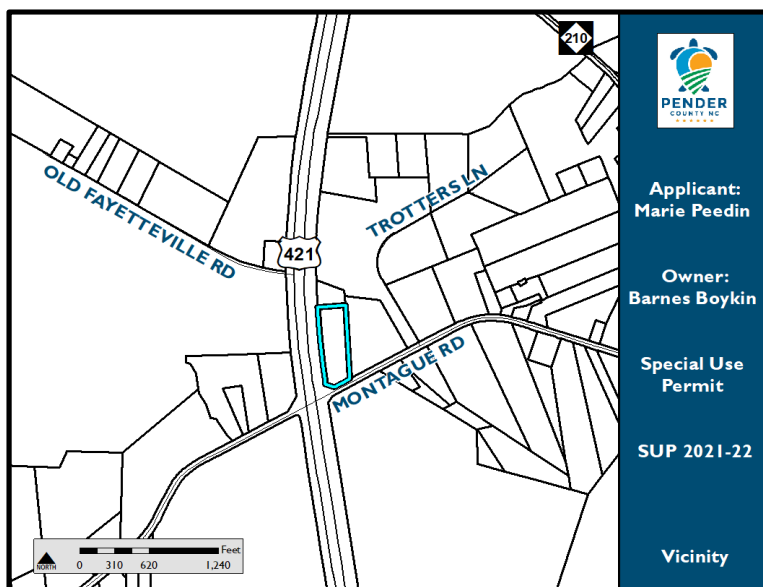
Case Number	SUP 2021-22
Hearing Dates	October 18, 2021 Board of Commissioners
Applicant	Marie Peedin
Property Owner(s)	Barnes Boykin
Parcel Identification Number	2285-63-0939-0000
Acreage	2.07
Township	Grady
Zoning District	RA, Rural Agricultural
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL

Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store.

LOCATION

The subject property is on the northeastern corner of the intersection of US HWY 421 and Montague Road in the Grady Township.



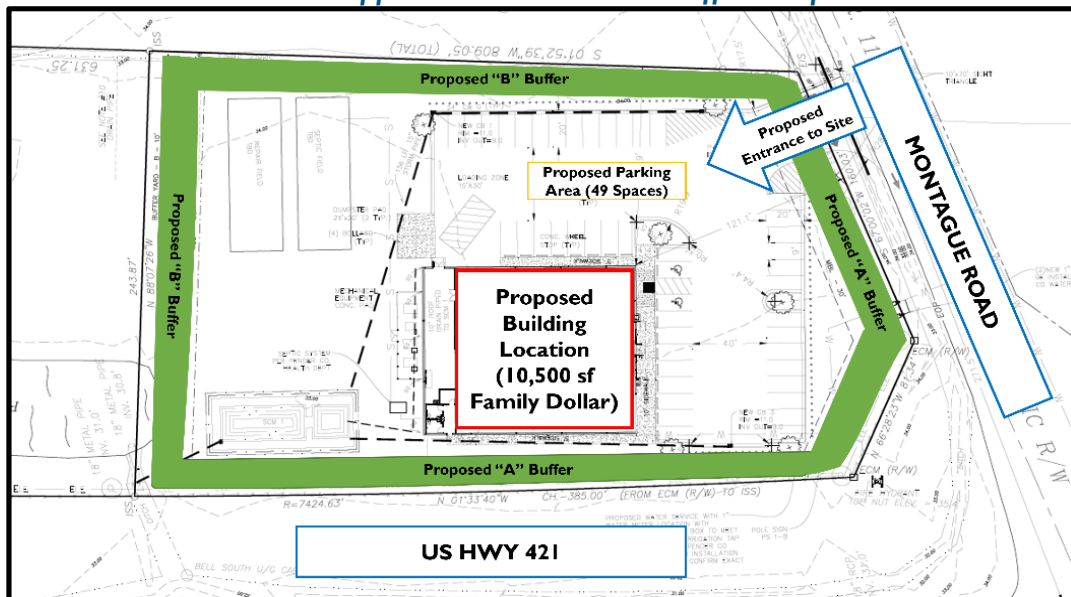
SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Special Use Permit in order to construct a 10,500 square foot Family Dollar retail store. According to the applicant's submitted narrative, the proposed store will serve as a commercial retail store with needed parking and signage.



As illustrated on the submitted site plan, the proposed building will be located on the southern portion of the property. Associated parking will be located along the southern and eastern portions of the property. The applicant has also indicated that the proposed site plan will require a recordation of a map of recombination with the Pender County Register of Deeds office.

Below: Applicant's Site Plan with Staff Markups



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.

Hours of Operation

According to the applicant, the hours of operation for the site will be from 9:00 am to 9:00 pm, daily.

Access

The site is proposed to be accessed from Montague Road, an NCDOT State-maintained local road, as classified by the NCDOT Functional Classification Map. According to the applicant's site plan, the proposed driveway is approximately 272 feet east of the intersection of US HWY 421 and Montague Road.

Traffic

The Pender County UDO requires a Traffic Impact Analysis when a development generates more than 100 trips in the morning or evening peak hours and over 1,000 trips per day. As proposed, this development would not require a TIA.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019

Road	Location	Volume	Capacity	V/C
Montague Rd	East of US 421	-	13,894	-
Montague Rd	West of US 421	420 ¹	13,894	0.03
US HWY 421	At Montague Rd	5,700	43,856	0.13

¹2016 NCDOT AADT

Because a Traffic Impact Analysis has not been completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for US HWY 421 and Montague Road near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 421 and Montague Road in this area has capacity to handle the anticipated traffic volume increases associated with the proposed special use permit request.

Parking

The proposed use requires a minimum of 47 parking spaces, however, according to the submitted site plan, the applicant is proposing a total of 49 parking spaces. Parking standards will be reevaluated during the major site review process to ensure compliance with the UDO.

Pender County UDO Section 7.10, Off-Street Parking and Loading/Parking Requirements	
Specific Use	Minimum Spaces
Retail Sales and Service; Proposed 10,500 sf Family Dollar	1 per 225 SF Floor Area; 47 spaces required; 49 spaces proposed

Landscaping and Buffers

All landscape and buffers are to be approved in accordance with Section 8.2.7, Project Boundary Buffer of the Pender County Unified Development Ordinance. The applicant's submitted site plan indicates a Buffer "A" along all street boundaries of the site and a Buffer "B" along all other non-street boundaries. As proposed, buffering is in compliance with the Pender County UDO. If approved, all buffers will be evaluated when a site-specific plan is submitted.

Required and Proposed Buffers	
Buffer Type	Location of Buffer
Type A	Adjacent US HWY 421 & Montague Road
Type B	Adjacent to all non-street boundaries (north and west of subject property)

Signage

Any signage required by federal, state, and local agencies will be reviewed for compliance during the site development plan review process.

Utilities

The applicant has indicated that Pender County Utilities (PCU) will be contacted to extend water service to the site and Duke Energy will provide electrical service to the site. The applicant is currently coordinating with Pender County Environmental Health to determine a suitable location for a septic system that meets all requirements to accommodate the proposed use.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas ¹ .
Wetlands	Portions of the subject property contain characteristics of wetlands ^{2,3} . The location of any wetlands will be verified during the site development plan review process, and any development within these wetlands is subject to review and approval from 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)

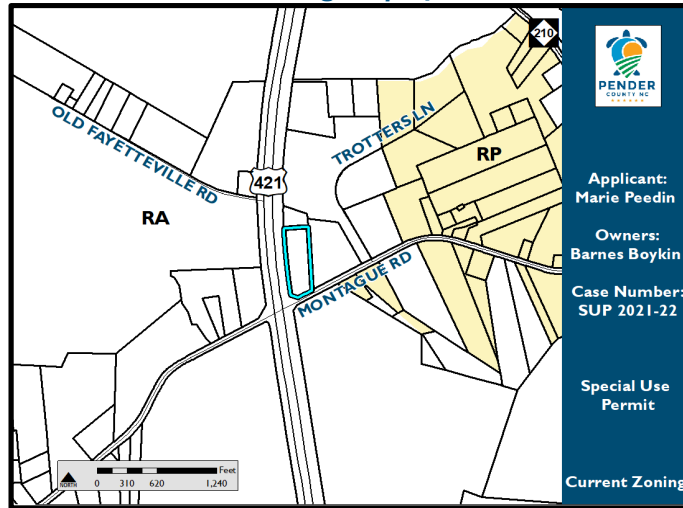
⁴ According to the North Carolina Department of Environmental Quality (NCDEQ)

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 I.

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	ZONING
North	Single Family Residential, Undeveloped	RA, Rural Agricultural
East	Single Family Residential, Undeveloped	RA, Rural Agricultural
South	Single Family Residential, Undeveloped	RA, Rural Agricultural
West	Single Family Residential, Undeveloped	RA, Rural Agricultural

Unified Development Ordinance Compliance

The subject property is zoned RA, Rural Agricultural zoning district and according to Section 5.2.3 of the Pender County Unified Development Ordinance, Miscellaneous Retail Stores are permitted in this zoning district via Special Use Permit.

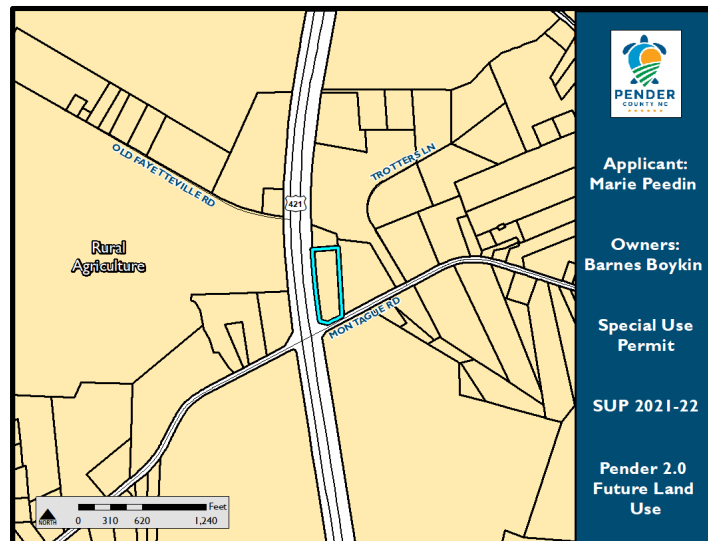
Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 44-45 RETAIL TRADE											
Miscellaneous Store Retailers	453	S				P	P				

The Rural Agricultural District is intended to accommodate non-residential agricultural uses and very low-density residential development (minimum of 1 du/ac), as well as limited non-residential uses, in rural areas adjacent to agricultural operations.

Pender County 2.0: Comprehensive Land Use Plan Compliance

The subject property is classified as Rural Agriculture in the Pender County 2.0: Comprehensive Land Use Plan. The Rural Agriculture land use classification supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agriculture uses are highly encouraged, as consideration should be given to the preservation of prime farmland soils for continued prosperity of farming and forestry operations. In addition to agriculture, very low-density single family residential development (conventional-built and manufactured) are appropriate in these areas.

Furthermore, commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. The proposed use is consistent with Rural Agriculture future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it has the potential to provide employment opportunities and services to nearby residents.



In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

Policy 5.1.FF: Rural Non-Residential Uses: The County shall continue to accommodate limited non-residential uses in rural areas.

The proposed commercial retail use is consistent with the above policies because it is located at an intersection of a local residential road and major corridor where nearby residents and traveling motorists can access goods and services. In addition, the proposed use can serve as an employment resource for neighboring residents.

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 this permit becoming void, 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.

Pender County Planning and Community Development



805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. ☒ **Pre-submittal Meeting**
Date of Meeting _____
2. ☒ **Signed Application**
3. ☒ **Payment**
\$300 for the first 5 acres; \$10 per acre over 5 acres of the project area
4. ☒ **Site Plan**
All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. ☐ **Digital Submission**
For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ☒ **Adjacent Property List**
The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. ☒ **Adjacent Property Envelopes**
The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. ☒ **Project Narrative**
A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

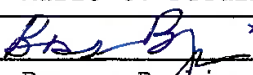
Signature of Applicant Marie Feedin

Date 8/23/21

Printed Name Marie Feedin

Staff Initials:	_____
Date:	_____

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	Date	
Application Fee	\$	Invoice Number	
Pre-Application Conference		Hearing Date	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Marie Peedin	Owner's Name:	Barnes Boykin
Applicant's Address:	PO Box 154	Owner's Address:	2405F Nash St NW
City, State, & Zip	Washington, NC 27889	City, State, & Zip	Wilson, NC 27896
Phone Number:	252-945-2983	Phone Number:	252-230-0632
Email Address:	mupeedin@ibxengineering.com	Email Address:	barnesboykin@yahoo.com
Legal relationship of applicant to landowner: Engineer of Record			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2285-63-0939-000	Total property acreage:	2.07
Zoning Classification:	RA	Acreage to be disturbed:	2.07
Water Provider:	County	Wastewater Provider:	onsite
Project Address:	Montague Road, Currie, NC		NAICS Code: 453
Description of Project Location:	US421 & Montague Road (SR 1113) located on the northeast corner		
Describe activities to be undertaken on project site:	Construction of a 10,500 sf building for commercial retail use with needed parking and signage.		
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	8/17/2021
Applicant's Printed Name:	Marie U. Peedin	Date:	8/17/2021
Owner's Signature		Date:	8/17/21
Owner's Printed Name:	Barnes Boykin	Date:	8/17/21
<u>NOTICE TO APPLICANT</u>			
1. Applicant must also submit the information described on the Special Use Checklist. 2. Applicant or agent authorized in writing must attend the public hearing. 3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing. 4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application 5. Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.			

Office Use Only							
☐ \$ 300 for the first 5 acres; \$10 per acre over 5 acres of the project area					Total Fee Calculation: \$		
					Application#:		
					Date of Hearing:		
Attachments Included with Application: (Please include # of copies)							
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N	
Payment Method:	Cash : ☐ \$ _____		Credit Card: ☐ Master Card ☐ Visa		Check: ☐ Check # _____		
Application received by:						Date:	
Application completeness approved by:						Date:	

Special Use Plan Narrative

FOR

General Retail
Currie

Pender County, NC



PREPARED BY:

Inner Banks Engineering, PC
PoBox 154
WASHINGTON, NC 27889
252.945.2983

LOCATION:

This site is located at the NE corner US Hwy 421 and Montague Road (SR1113) South of Currie, North Carolina. The parcel id number is 2285-63-0939-000.

DESCRIPTION:

The owners are requesting special use within the RA zoning to construct a 10,500 sf retail store. The store hours are from 9am – 9 pm daily. The store will employ up to 18 people. The store will offer full time employment with benefits and part – time opportunities.

Construction Activities

The site is currently an open field with some vegetation. The developers plan to grade the site using a local grading contractor and provide all required utilities to the site including but not limited to water and wastewater as well as electrical service. An onsite septic system will be applied for through the Pender County Environmental Health Department to determine the suitability of the soils for an onsite septic system.

Also, in compliance with the state stormwater rules, the developer will construct a storm water control measure to treat the runoff on the site. This measure will be designed by a licensed engineer in accordance with requisite standards and submitted for approval by the state.

Utilities and Federal Permits

At this time the developer has made an application to the Pender County Environmental Health Department for the initial site evaluation for wastewater containment to service the site. Once this evaluation is complete we will know the suitability of the site for development. Pender County water department will be contacted to set up water service for the site. Duke Energy will provide electrical service to the site.

Federal and state permits required for the site include the following:

- NCDEQ – Stormwater
- NCDEQ – Land Quality
- Pender County – Zoning Compliance
- NPDES – NOI – GC00001
- NC DOT - Driveway Access

8 Items for Discussion and Potential Impacts

1. The use requested is listed among the allowable special uses in the district for which application is made:

Per section 5.2.3 Table of Permitted Uses of the Pender County UDO a retail use facility is allowed within the RA zoning district pending SUP approval

2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;

The entire area is zoned RA. The particular site is located on the NE corner of US Hwy 421 and Montague Road (SR1113) which is conducive to retail use and similar to other similar locations in the area. Having the addition of a general retail store on the corner of a major US route shall not impair the integrity of the surrounding districts. The closest property that has been developed in the area is a single-family dwelling approximately 530 lf north east of the proposed site. With the counties landscape ordinance and the existing trees surrounding the area this development shall not adversely affect the safety, health or welfare of the community and the immediate neighbors.

3. The proposed use shall not constitute a nuisance or hazard;

A general retail store does not constitute a hazard nor a nuisance. The tenant is required by lease to keep up and maintain the site asthetically and in a proper working condition.

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;

Based on the land use plan it allows for retail uses within this area and on this particular property.

5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or will be provided;

Public water is available to the site as well as power. All site drainage shall be designed to meet or exceed the requirements set forth by the state for Pender County

6. Adequate measures have been or will be taken to provide ingress and egress and address the trafficflow safely to and from the propertyon to the public roads;

The NCDOT has been notified about the development of the project and access permission will be acquired from them. There is a controlled access easement

along US 421 so all access to the site will be along SR 1113. The current AADT along this road based on NCDOT traffic counts is 420vpd.

7. The use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and

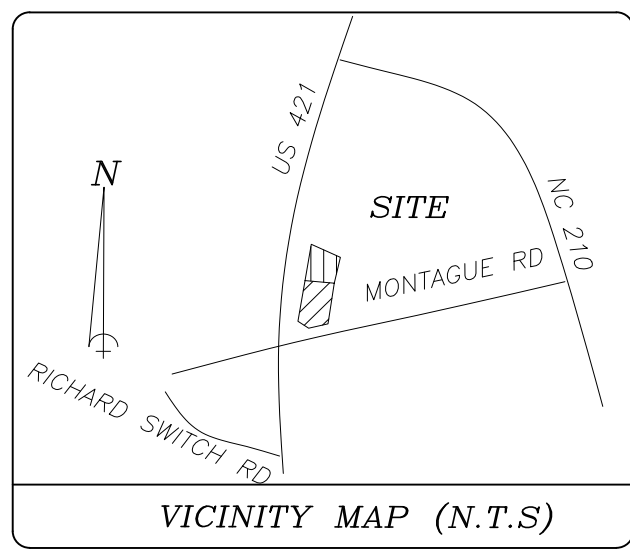
This site will be approved by the PenderCounty zoning department to ensure the site meets or exceeds all the requirements set forth in the UDO for RA zoning. The initial meeting has been held and the plan for development is moving forward to gain approval.

8. The proposed use shall not adversely affect surrounding uses and will be situated on a lot of sufficient size to satisfy the space requirements of said use.

The adjacent properties are currently unimproved and vacant and there should be no adverse effects to the existing uses. The lot size has been determined based on the area needed for the building, required parking, septic, and stormwater control measures. All these conditions have been met to meet or exceed standards.

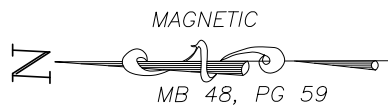
In addition to the 8 written findings the developers would like to detail the impacts this type of facility can have on the surrounding area. Based on Google Maps and Google earth images there does not appear to be a local retail store within one mile of this site. This type of store will provide basic items of need. It will provide the community and neighbors in a food dessert the opportunity to shop for general retail and grocery items quickly without having to travel 15 minutes or more to the nearest town to get bread, milk, or other basic supplies. The demographics and population of this area supports having a convenient general retail store within a short driving distance. It will save gas money as well as time for residents who are on a limited or fixed income by providing a convenient shopping option for expanded general retail and grocery items. This improved property will generate increased tax revenue to the County. It will also create convenient jobs for residence in the area as stated previously in this application.

As with any improvement providing goods and services to an area there will be some traffic generated at this location. It should not impede the flow of traffic in the area since a large drive entrance is being proposed to accommodate ingress and egress. Much of the traffic ingressing and egressing from the property will be local traffic who will be traveling by the property during their normal day to day activities. There will be lights in the parking lot to assist the customer during after work and evening hours but the lights will be down lights and focused to not generate light off the site. This type of use does not typically create additional or excessive noise. The hours of operation are planned for 9 A. M. to 9 P. M. The property is located on the corner of a major U. S. Highway with 5,700 vehicles per day so there shouldn't be additional noise caused by traffic. The retail use on this property will create a convenient shopping option for residents which is needed as well as creating an increased tax base and jobs for the community. The project is a positive for the area. not a problem because the site does not generate any noise outside of traffic and the property is off a major US Hwy which carries 5700 VPD.



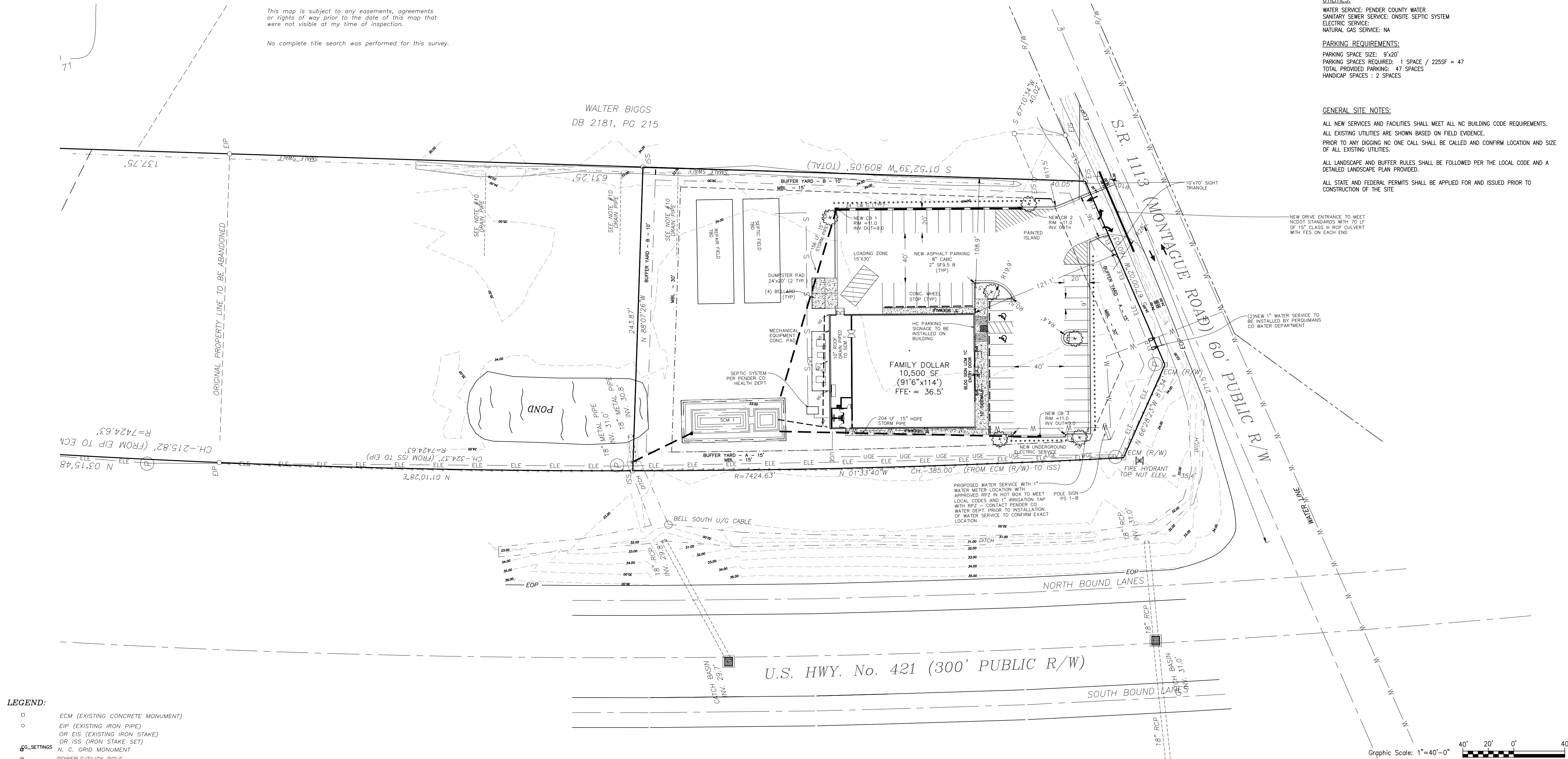
SURVEY REFERENCE:
LOTS 1 & 2 HARVEY HALES SUBDIVISION
MAP BOOK 48 AT PAGE 59
DEED BOOK 4597 AT PAGE 273
PENDER COUNTY REGISTRY

- NOTES:**
1. CORNERS ARE MARKED AS NOTED ON MAP.
 2. ALL DISTANCES ARE HORIZONTAL FIELD MEASUREMENTS.
 3. AREA COMPUTED BY THE COORDINATE METHOD.
 4. THIS PROPERTY IS ZONED RA.
 5. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARDOUS AREA.
 6. NO KNOWN HORIZONTAL CONTROL WITHIN 2,000'.
 7. BUILDING SETBACKS REQUIRED TO BE IN ACCORD WITH THE PENDER COUNTY ZONING ORDINANCE. (FRONT 30' // SIDE 15' // REAR 30')
 8. THESE PARCELS CANNOT BE USED FOR BUILDING DEVELOPMENT, UNLESS AN APPROVED WASTE WATER DISPOSAL METHOD HAS BEEN APPROVED AND PERMITTED BY THE PENDER COUNTY ENVIRONMENTAL HEALTH DEPARTMENT OR APPROPRIATE STATE AGENCY OR UNLESS A NEW PLAT IS APPROVED AND RECORDED AS REQUIRED UNDER THIS ORDINANCE.
 9. IN ORDER FOR THIS RECOMBINATION OF PARCELS TO BE COMPLETE, A DEED OF COMBINATION MUST BE RECORDED WITH THE PENDER COUNTY REGISTER OF DEEDS OFFICE.
 10. AT THE TIME OF MY INSPECTION VISIBLE DRAIN PIPES LOCATED AS SHOWN POSSIBLE MORE DRAIN PIPES



This map is subject to any easements, agreements or rights of way prior to the date of this map that were not visible at my time of inspection.

No complete title search was performed for this survey.



- LEGEND:**
- ECM (EXISTING CONCRETE MONUMENT)
 - EIP (EXISTING IRON PIPE)
 - EIS (EXISTING IRON STAKE)
 - OR ISS (IRON STAKE SET)
 - N. C. GRID MONUMENT
 - POWER/UTILITY POLE
 - PROPERTY LINE
 - NON-SURVEYED LINE
 - EASEMENT LINE
 - DITCH LINE
 - Q (CENTER LINE)
 - R/W (RIGHT OF WAY)
 - FENCE
 - OVERHEAD UTILITY LINE
 - EOP (EDGE OF PAVEMENT)

CONFIDENTIALITY STATEMENT:

THIS DRAWING IS THE PROPERTY OF INNER BANKS ENGINEERING, P.C. THE INFORMATION IS CONFIDENTIAL AND IS TO BE USED ONLY IN CONNECTION WITH WORK ORDERED BY INNER BANKS ENGINEERING, P.C. IT IS NOT TO BE DISCLOSED TO OTHERS WITHOUT EXPRESS WRITTEN PERMISSION FROM INNER BANKS ENGINEERING, P.C.

OWNER:
CEDAR RUN CAPITAL, LLC
2405-F NASH STREET
WILSON, NC 27899

GENERAL CONTRACTOR:
STOCKS AND TAYLOR CONSTRUCTION, INC.
1825 CAROLINA AVENUE
WASHINGTON, NC 27889

GENERAL SITE AND BUILDING INFORMATION:
BUILDING USE: COMMERCIAL - RETAIL
BUILDING SIZE: 10,500 SF
MAX BUILDING HEIGHT: 35 FT

TOTAL LOT SIZE = (2.07 AC. AC)
PARCEL NO. 2285-63-0939-0000

ZONING INFORMATION:
ZONING RA - SPECIAL USE
BUILDING MINIMUM BUILDING SETBACKS (UNLESS NOTED)
FRONT: 30'
SIDE: 15'
REAR: 30'
BUFFER YARD - BY A - 15'
SIDE AND REAR BY B - 10'

UTILITIES:
WATER SERVICE: PENDUR COUNTY WATER
SANITARY SEWER SERVICE: ONSITE SEPTIC SYSTEM
ELECTRIC SERVICE:
NATURAL GAS SERVICE: NA

PARKING REQUIREMENTS:
PARKING SPACE SIZE: 8'x20'
PARKING SPACES REQUIRED: 1 SPACE / 225SF = 47
TOTAL PROVIDED PARKING: 47 SPACES
HANDICAP SPACES: 2 SPACES

GENERAL SITE NOTES:
ALL NEW SERVICES AND FACILITIES SHALL MEET ALL NC BUILDING CODE REQUIREMENTS.
ALL EXISTING UTILITIES ARE SHOWN BASED ON FIELD EVIDENCE.
PRIOR TO ANY DIGGING NC ONE CALL SHALL BE CALLED AND CONFIRM LOCATION AND SIZE OF ALL EXISTING UTILITIES.
ALL LANDSCAPE AND BUFFER RULES SHALL BE FOLLOWED PER THE LOCAL CODE AND A DETAILED LANDSCAPE PLAN PROVIDED.
ALL STATE AND FEDERAL PERMITS SHALL BE APPLIED FOR AND ISSUED PRIOR TO CONSTRUCTION OF THE SITE.

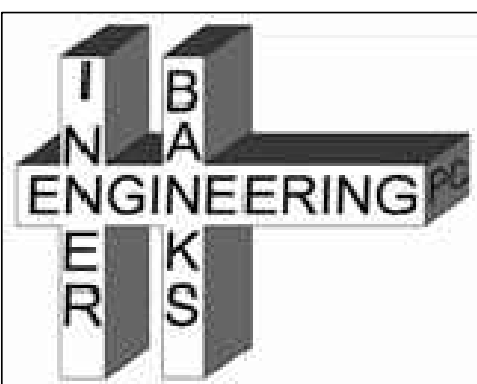
NEW DRIVE ENTRANCE TO MEET NC DOT STANDARDS WITH 10' OF 15" CLASS R/R CULVERT WITH FES ON EACH END

(2) NEW 1" WATER SERVICE TO BE INSTALLED BY PERKINS CO WATER DEPARTMENT

Graphic Scale: 1"=40'-0"

FINAL PLANS

NOT FOR CONSTRUCTION



LICENSE NO. C-4111
INNER BANKS ENGINEERING, PC
P. O. BOX 154
WASHINGTON, NC 27889
252-945-2983
MUPEEDIN@IBENGINEERING.COM

SPECIAL USE PLAN

**FAMILY DOLLAR - CURRIE
PENDER COUNTY**
CEDAR RUN CAPITAL, LLC
2405 F NASH ST.
WILSON, NC 27896

8/18/21



Michael A. Peedin

Date	Description

File No. 21015

Scale: 1"=40'

Sheet No.

SUP 1

- 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".
 - 3) Conditions of a continuing nature may be imposed. For example, "exterior loud speakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

- F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.
- G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.
- H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

3.13 DETERMINATION OF VESTED RIGHT

3.13.1 Establishment

- A. With Site Specific Development Plan
 - 1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land-use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.
 - 2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: "Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date)."



Pender County

Request For Board Action

DATE OF MEETING:	October 18, 2021
REQUESTED BY:	Travis Henley, Director, Planning & Community Development
SHORT TITLE:	Resolution Requesting Approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store.
BACKGROUND:	Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store within the RA, Rural Agricultural zoning district on approximately 2.07 acres of land located on the northeastern corner of the intersection of US HWY 421 and Montague Road. The subject property is located in the Grady Township and may be further identified by Pender County PIN 2285-63-0939-0000.
SPECIFIC ACTION REQUESTED:	To hold a public hearing and consider the approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On October 18, 2021 the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit as described herein. The Chairman/County Manger is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED:

☐

APPROVED

SECONDED:

☐

DENIED

YEA VOTES: ☐ BROWN ☐ MCCOY ☐ NEWTON ☐ PIEPMAYER ☐ WILLIAMS

10/18/2021

George R. Brown, Chairman Date

10/18/2021

Clerk to the Board

Date



**Pender County
SUP 2021-21**

TO: Board of County Commissioners
FROM: Gideon Smith
DATE: October 18, 2021
SUBJECT: Resolution Requesting Approval of a Special Use Permit for Cottage Occupation/Artisan Manufacturing

SUMMARY:

Michael Fields, applicant, and owner is requesting approval of a Cottage Occupation/Artisan Manufacturing Special Use Permit to manufacture alcoholic beverages, specifically mead, within a 384 square foot accessory structure in the RP, Residential Performance zoning district on approximately 1.28 acres of land located at 580 Meadow Lane. The subject property is in the Rocky Point Township and may be further identified by Pender County PIN 3236-18-6886-0000.

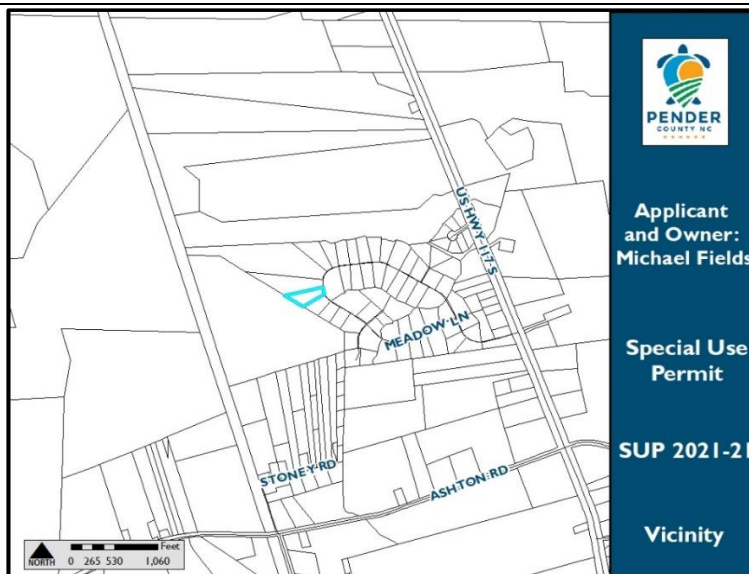
ACTION REQUESTED:

To hold a Public Hearing and consider the Special Use Permit.

STAFF REPORT FOR SUP 2021-21 SPECIAL USE PERMIT APPLICATION

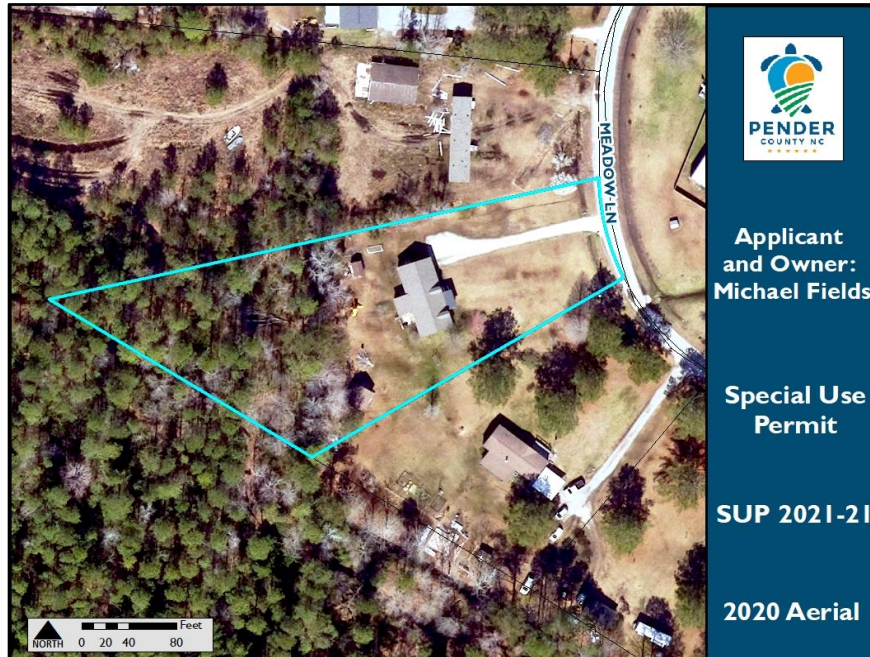
APPLICATION SUMMARY	
Case Number	SUP 2021-21
Hearing Date	October 18, 2021 Board of County Commissioners
Applicant	Michael Fields
Property Owner	Michael Fields
Parcel Identification Number	3236-18-6886-0000
Acreage	1.74
Township	Rocky Point
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL
Michael Fields, applicant and owner, is requesting approval of a Cottage Occupation/Artisan Manufacturing Special Use Permit to manufacture alcoholic beverages, specifically mead, within a 384 square foot accessory structure.
LOCATION
The subject property is located at 580 Meadow Lane in the Rocky Point Township.



SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Cottage Occupation/Artisan Manufacturing Special Use Permit in order to place an approximately 384 square foot accessory structure on the subject property in the RP, Residential Performance zoning district. The applicant is proposing to use the accessory structure to manufacture mead (meadery).



The property currently includes a dwelling, two small sheds in the rear, and a personal driveway. As proposed, the applicant will remove the existing shed on the northern side of the property and will replace it with a 12' x 32' (384 square foot) prefabricated metal building. According to the applicant, the accessory structure will be used strictly for the manufacturing, bottling, and packaging of mead. The applicant has indicated that the proposed use and accessory structure will be used as a startup facility for Retro Meadery, LLC.

According to the applicant's submitted narrative, the company consists of three employees, all of which will have access to the proposed facility. As proposed, a significant increase in traffic to and from the subject site is not anticipated because all deliveries and outgoing shipments will be made via FedEx or UPS. The applicant has also indicated that local deliveries will be made by Retro Meadery staff.

Below: Aerial with Proposed Cottage Occupation Location



Hours of Operation

According to the applicant, the Cottage Occupation will be used for manufacturing, bottling, and packaging of the mead products. In addition, there will not be a direct retail component, a requirement for a use to be classified as Artisan Manufacturing in the RP zoning district.

Access

The site is accessed using Meadow Lane, a private, local road that connects to US HWY 117, a Minor Arterial Road based on the NCDOT Functional Classification Map. According to the applicant, Meadow Lane is privately maintained by the Meadowlands Estates Homeowners Association (HOA). Please refer to Attachment I provided by the applicant, for a letter of approval from the President of the HOA.

Based on the applicant's submitted site plan and narrative, the applicant intends to utilize the existing residential driveway for access.

Traffic

A Traffic Impact Analysis (TIA) is not required for the proposed special use permit because it is estimated to generate less than 100 trips in the morning and evening peak hours and less than 1,000 trips per day. Any traffic requirements will be addressed by NCDOT and will be required to be compliant with their standards.

NCDOT Average Annual Daily Traffic (AADT) – 2019; WMPO Roadway Capacities – 2019¹

Road	Location	Volume	Capacity	V/C
US HWY 117	5100 Block	10,500	20,942	0.50

¹Along US HWY 117 at the WMPO boundary (Intersection of US HWY 117 and NC HWY 210)

Because a Traffic Impact Analysis is not required to be completed at this time that analyzes roadway impacts as a result of the development, the volume to capacity ratio for US HWY 117 near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, US HWY 117 in this area has capacity to handle the anticipated traffic volume increases associated with the proposed special use permit.

Landscaping and Buffers

Non-residential uses 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.

Required Buffers	
Buffer Type	Location of Buffer
Type A	Along front of property
Type B	Along rear property line
Type C	Alongside property lines

Signage

According to the applicant, a sign is not proposed to be installed on the subject property. Unless prohibited as a condition of approval, any future signage will be reviewed and permitted in accordance with Article 9 of the Pender County UDO.

Utilities

According to the applicant, an existing well and septic tank will be utilized for water and wastewater, respectively. However, if this Special Use Permit is approved, all proposed utility systems are subject to review and approval by Pender County Environmental Health.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas ¹ .
Wetlands	Portions of the subject property may contain wetlands ^{2,3} . No Jurisdictional Determination for the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.

Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC) ⁴ .
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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)

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.

EVALUATION

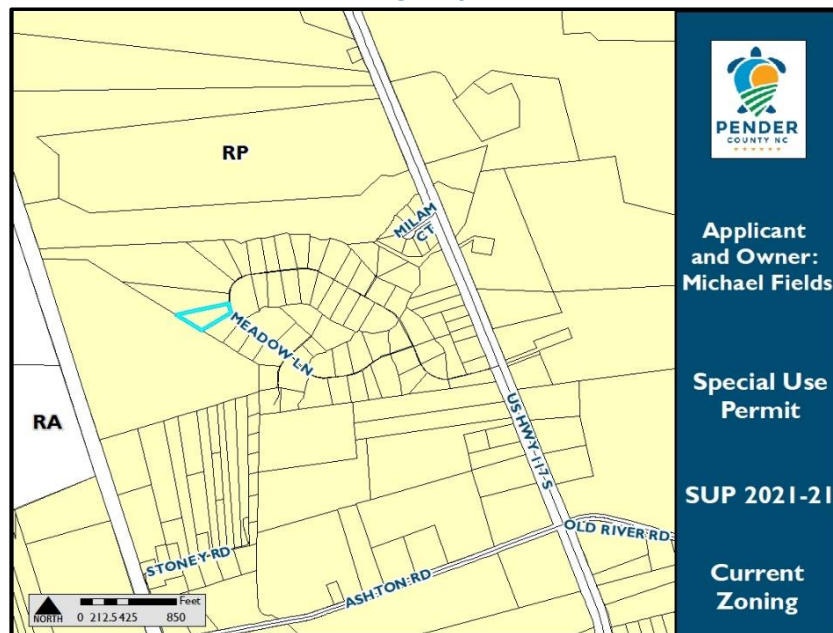
Basis for Granting SUP

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 2.

Zoning and Existing Land Use in Area

The majority of the existing land uses in the area consist of single-family residential uses and vacant wooded land.

Below: Zoning Map of the Area



CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	ZONING
North	Single-Family Residential	RP, Residential Performance
East	Single-Family Residential	RP, Residential Performance
South	Single-Family Residential, Undeveloped	RP, Residential Performance
West	Undeveloped	RP, Residential Performance; RA, Rural Agricultural

Unified Development Ordinance Compliance

The Pender County Unified Development Ordinance (UDO) defines Cottage Occupations and contains respective standards for Cottage Occupations in the RP, Residential Performance zoning district. The use, as proposed, is classified as a Cottage Occupation due to it being contained entirely within an accessory structure on a residential property.

Due to the scale of the proposed operation, the proposed use within the Cottage Occupation is also classified by the UDO as Artisan Manufacturing. As submitted, the proposed request and materials included in the application packet are compliant the UDO and all additional standards and conforms with the definition of Artisan Manufacturing. Excerpts from the UDO are provided below.

Cottage Occupation:

The UDO defines Cottage Occupations as:

A use conducted for the generation of revenue in an accessory structure located on the same lot or tract as a dwelling. The use must: be clearly incidental and secondary to the use of the property for residential purposes; not change the character of the structure or area; or have any exterior evidence of the occupation. Cottage Occupations are intended to be limited to low intensity uses that produce or repair a product, but can be operated in such a way that they do not adversely affect adjacent properties.

Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
ACCESSORY USES AND STRUCTURES											
Cottage Occupation		SD	SD	SD		SD	SD				

According to Section 5.3.3 B of the Pender County Unified Development Ordinance, Cottage Occupations are subject to the following limitations:

- 1) The use must be clearly incidental and secondary to the use of the property for residential purposes.
- 2) The use shall not change the character or area of the structure or have any exterior

- evidence of the occupation.
- 3) The floor area of the cottage occupation cannot exceed the total floor area of the primary residence.
 - 4) No cottage occupation shall be permitted which creates objectionable noise, dust, smoke, odor, glare, or traffic attraction greater than that of other residential properties in the vicinity.
 - 5) Workers not living on the property shall be limited to three (3) persons per day.
 - 6) Proposed Cottage Occupation permits in the GB, General Business district, shall not expand or increase the existing non-conforming use or structure.

Artisan Manufacturing:

The UDO defines Artisan Manufacturing as:

On-site production of goods by hand manufacturing involving the use of hand tools and small-scale light mechanical equipment. Artisan Manufacturing businesses may not exceed 2,500 square feet. Typical uses include woodworking, cabinet shops, electronic goods, food and bakery products, printmaking, leather products, clothing and apparel, glass products, paper crafts, ceramic studios, jewelry manufacturing and similar types of arts and crafts or small-scale manufacturing uses that have limited, if any, negative external impacts on surrounding properties, water resource, air quality, and/or public health. Artisan manufacturing in the RP, Residential Performance zoning district may not include direct retail, loading areas or outdoor storage of products or materials.

Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		

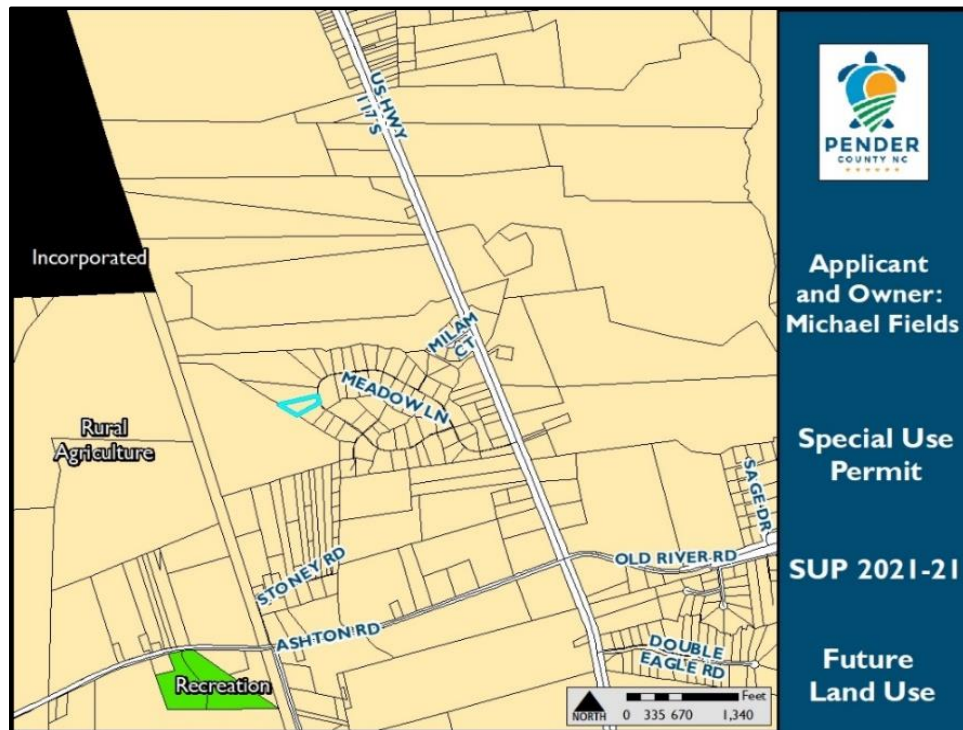
The proposed use meets all UDO requirements, including Cottage Occupation standards, Artisan Manufacturing standards, and all other technical standards.

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 subject property is classified as Rural Agriculture in the Pender 2.0 Comprehensive Land Use Plan's Future Land Use Map. The Rural Agriculture future land use category supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agricultural uses are highly encouraged in these areas, as consideration should be given to the preservation of prime farmland soils for the prosperity of farming and forestry operations. In addition to agriculture, very-low density single family residential development (conventional-built and manufactured) are appropriate in these areas. Furthermore, commercial, civic, office,

and institutional are considered appropriate uses when they are compatible with existing neighborhoods or can be an employment or resource for area residents.



The proposed use (Artisan Manufacturing) is consistent with the Rural Agriculture future land use category due to the compatibility of the use with the surrounding community by being contained entirely within the proposed accessory structure and because it does not increase the density of the existing neighborhood. In addition, the requirement of a Special Use Permit allows for additional evaluation to take place to ensure that compatibility with the surrounding community can be achieved to the greatest extent possible.

In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.FF: Rural Non-Residential Uses: The County shall continue to accommodate limited non-residential uses in rural areas.

Goal 5.7: Long Creek Planning Area: Expand development which supports employment through the expansion of mixed uses that include multi-family and commercial land uses.

The proposed Special Use Permit does not appear to be inconsistent with any goals, objectives, or policies within the Pender 2.0 Comprehensive Land Use Plan.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, 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.

Pender County Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425



Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. **Pre-submittal Meeting**
Date of Meeting
2. ✓ **Signed Application**
3. **Payment**
\$300 for the first 5 acres; \$10 per acre over 5 acres of the project area
4. ✓ **Site Plan**
All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. **Digital Submission**
For all documents submitted in paper copy, bring a digital copy with paper submission.
6. ✓ **Adjacent Property List**
The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. ✓ **Adjacent Property Envelopes**
The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. ✓ **Project Narrative**
A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant Michael C. Fields

Date 9/3/21

Printed Name Michael C. Fields

Staff Initials:
Date:

Pender County Planning and Community Development

Planning Division

805 S. Walker Street
PO Box 1519
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SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, location or relocation activity under any provision of general or special law shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

Special Use Permit Specific Requirements

1. Project Narrative--Written description of the project (max of 3 pages) including the following:

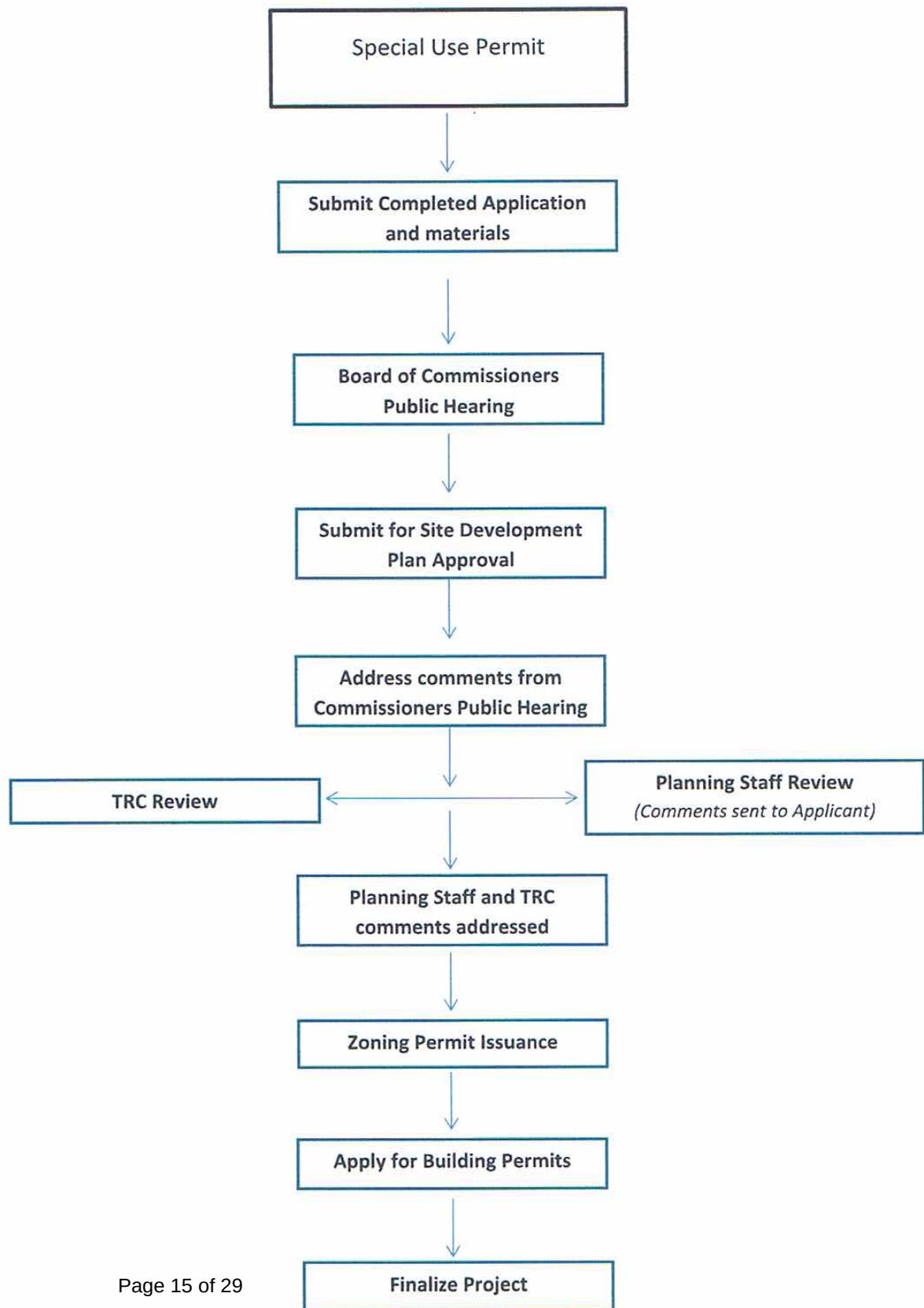
- Location of the project and type of access to project site
- Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc.
- Description of all construction activities to be undertaken on the site
- Describe type of utilities that will serve project and status of approval from applicable providers
- List of all state and federal permits that will be required for the project
- Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.

2. Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following:

- Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
- Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
- Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
- Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
- Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
- Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- Existing and proposed structures and on-site improvements;
- Existing and proposed fencing, vegetative screening and buffering;
- Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- 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.

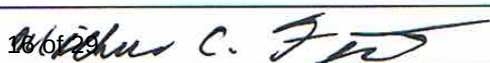
		Agenda Deadline	Meeting Date
BOCC	January	12.6.19	1.21.20
	February	1.3.20	2.18.20
	March	2.7.20	3.16.20
	April	3.6.20	4.20.20
	May	4.3.20	5.18.20
	June	5.1.20	6.15.20
	July	6.5.20	7.6.20
	August	6.26.20	8.17.20
	September	8.7.20	9.21.20
	October	8.28.20	10.19.20
	November	10.2.20	11.16.20
	December	11.6.20	12.7.20

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.



shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	SUP	Date	
Application Fee	\$	Invoice Number	
Pre-Application Conference		Hearing Date	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Michael Charles Fields	Owner's Name:	Michael Charles Fields
Applicant's Address:	570 Meadow LN	Owner's Address:	570 Meadow LN
City, State, & Zip	Burgaw NC 28425	City, State, & Zip	Burgaw NC 28425
Phone Number:	910-471-7077	Phone Number:	910-471-7077
Email Address:	mikeicnd@gmail.com	Email Address:	Retromeaderyllc@gmail.com
Legal relationship of applicant to landowner:			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3236-18-6886-0000	Total property acreage:	1.74
Zoning Classification:	R	Acreage to be disturbed:	0
Water Provider:	Well Water	Wastewater Provider:	Septic
Project Address:	570 Meadow LN Burgaw NC 28425		NAICS Code:
Description of Project Location:	12'X32' metal building that will house a meadery		
Describe activities to be undertaken on project site:	Fermentation of mead, bottling of mead, shipping per UPS and Fedex of our product.		
SECTION 3: SIGNATURES			
Applicant's Signature			Date: 9/3/21

Applicant's Printed Name:	Michael C Fields	Date:	9/3/21
Owner's Signature		Date:	9/3/21
Owner's Printed Name:	Michael C Fields	Date:	9/3/21

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application 5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only						
☐ \$ 300 for the first 5 acres; \$10 per acre over 5 acres of the project area					Total Fee Calculation: \$	
					Application#:	
					Date of Hearing:	
Attachments Included with Application: (Please include # of copies)						
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N
Payment Method:	Cash : ☐ \$ _____		Credit Card: ☐ Master Card ☐ Visa		Check: ☐ Check # _____	
Application received by:						Date:
Application completeness approved by:						Date:

Office Use Only							
☐ \$ 300 for the first 5 acres; \$10 per acre over 5 acres of the project area					Total Fee Calculation: \$		
					Application#:		
					Date of Hearing:		
Attachments Included with Application: (Please include # of copies)							
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N	
Payment Method:		Cash : ☐ \$ _____		Credit Card: ☐ Master Card ☐ Visa		Check: ☐ Check # _____	
Application received by:							Date:
Application completeness approved by:							Date:

Project Narrative for:

Property 580 Meadow LN

Burgaw NC

PIN: 3236-18-6886-0000

Acreage: 1.74

Zoning: Residential

Applicant: Retro Meadery LLC / Michael Fields

- The property is located in Meadowland Estates and is accessed by the community-funded road. The community road is paved and the property itself has packed crush and run.
- The community HOA has approved this project and has provided a signed approval from the HOA president.
- The structure will be used as a meadery in which honey-wine will be produced and shipped to customers. The company will only have three employees which are also the owners. All noise ordinances will be closely observed. The structure will not be open to the public.
- A 12ft x 32ft metal building will be put in place on the property. Water is available onsite by well water. Septic is also available onsite. This building will not have a bathroom. It is estimated that only 5 to 6 gallons will be drained into the septic each month. 316 gallons will be needed each month to fill the fermentation tanks.
- Electrical power will be installed by a licensed electrician and will be inspected.

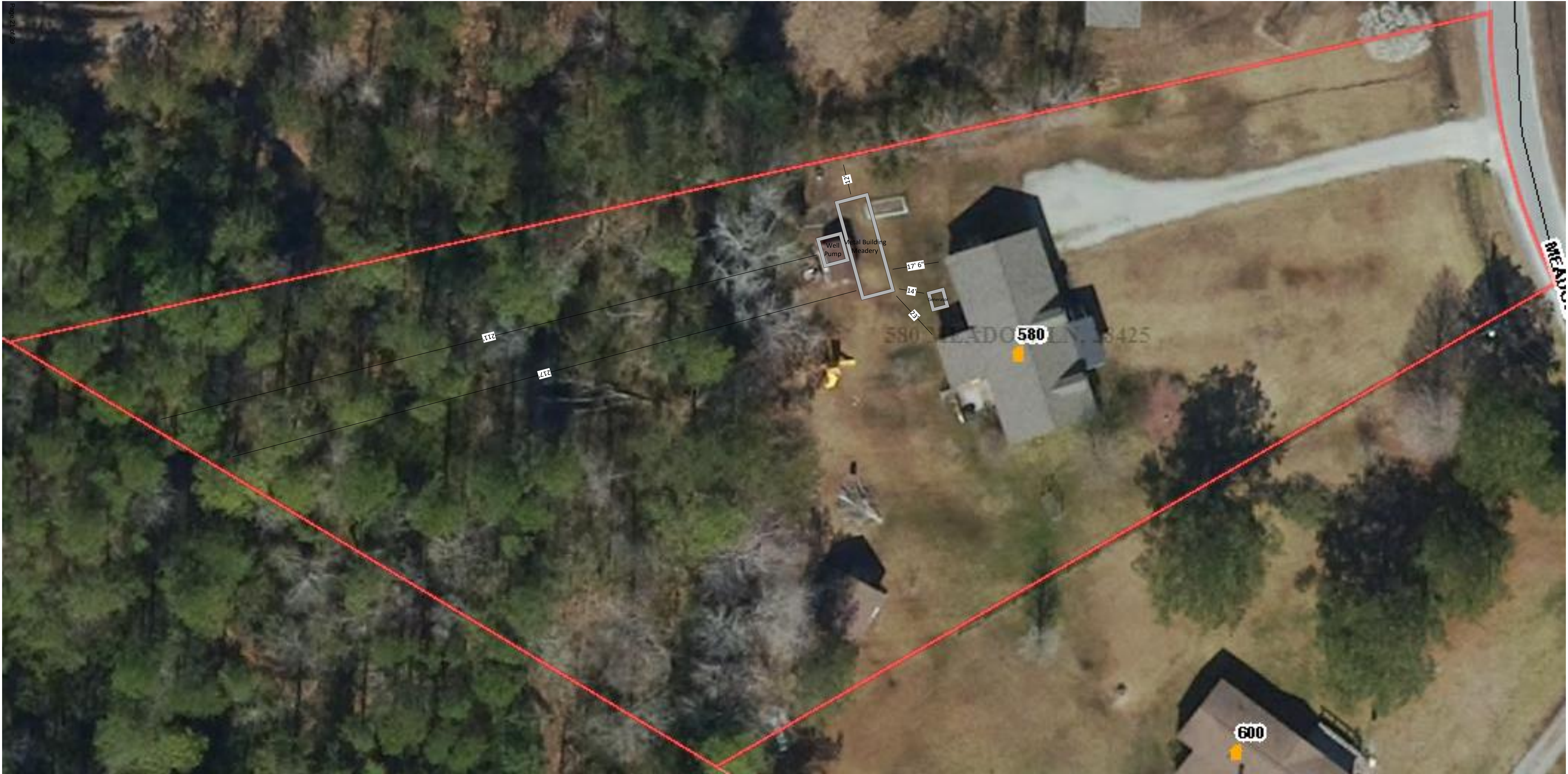
Approval Standards:

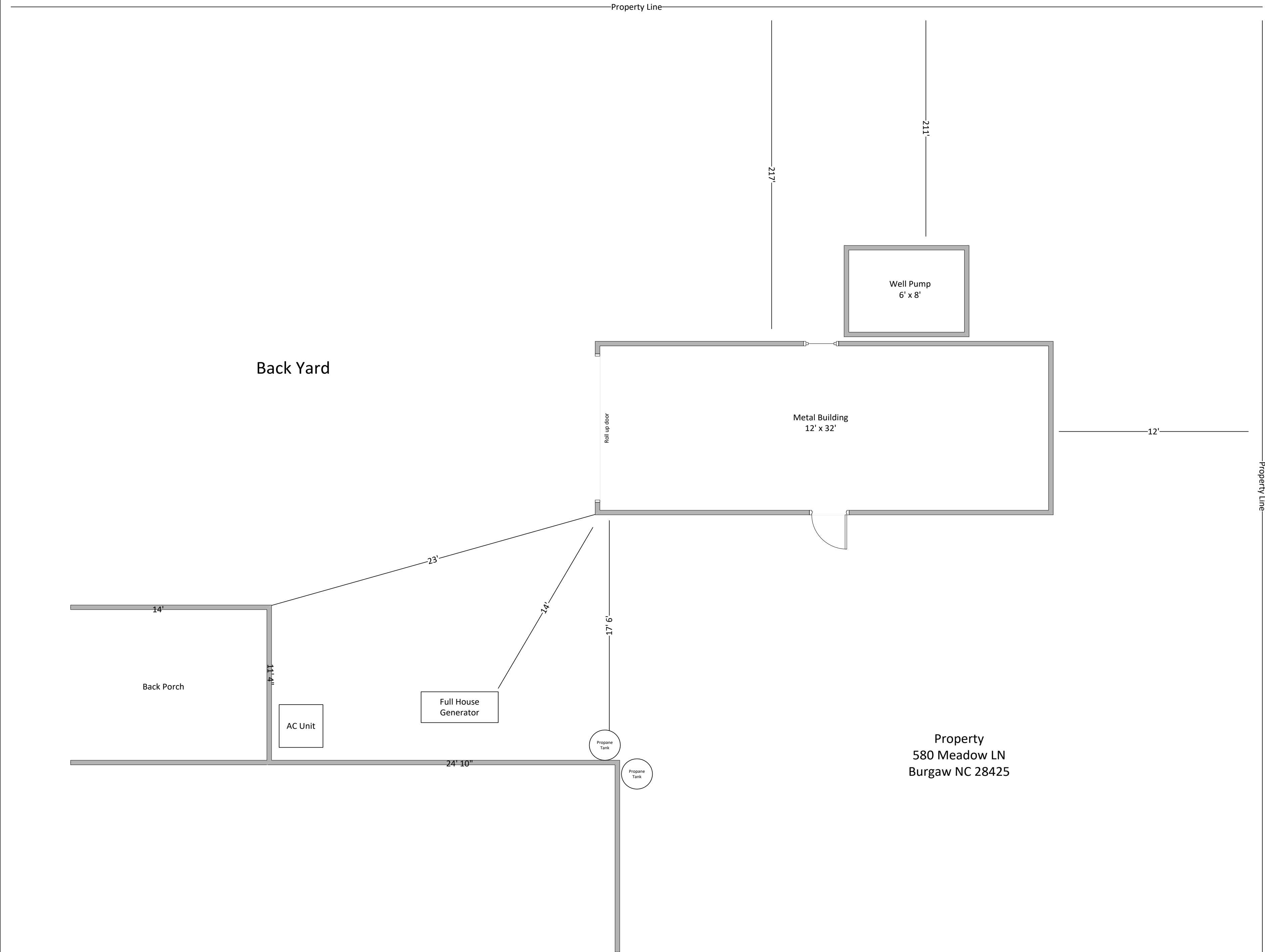
1. The Special Use Permit is requested under the Cottage Occupation Use Permit.
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property. This project will make minimal changes to the property by placing a 12ft x 32ft prefabricated metal building. There will not be any signage.
3. The proposed use will not constitute a nuisance or hazard. The design of the project is meant to make a minimal impact on the property. It will produce little waste and all noise will be contained within the structure.
4. The requested use will conform with the Pender County Land Use Plan for Cottage Occupation Use Permit.
5. The applicants will make provisions for access drive drainage, sanitation, or other necessary facilities.
6. The applicants will be the only people regularly using the property. Traffic congestion will not be an issue.
7. The applicants will conform to the applicable regulations of the district in which the project is located.

8. The Meadery building will be located in such a way that there will be 12' or more setbacks so there will be no adverse effects to surrounding properties.

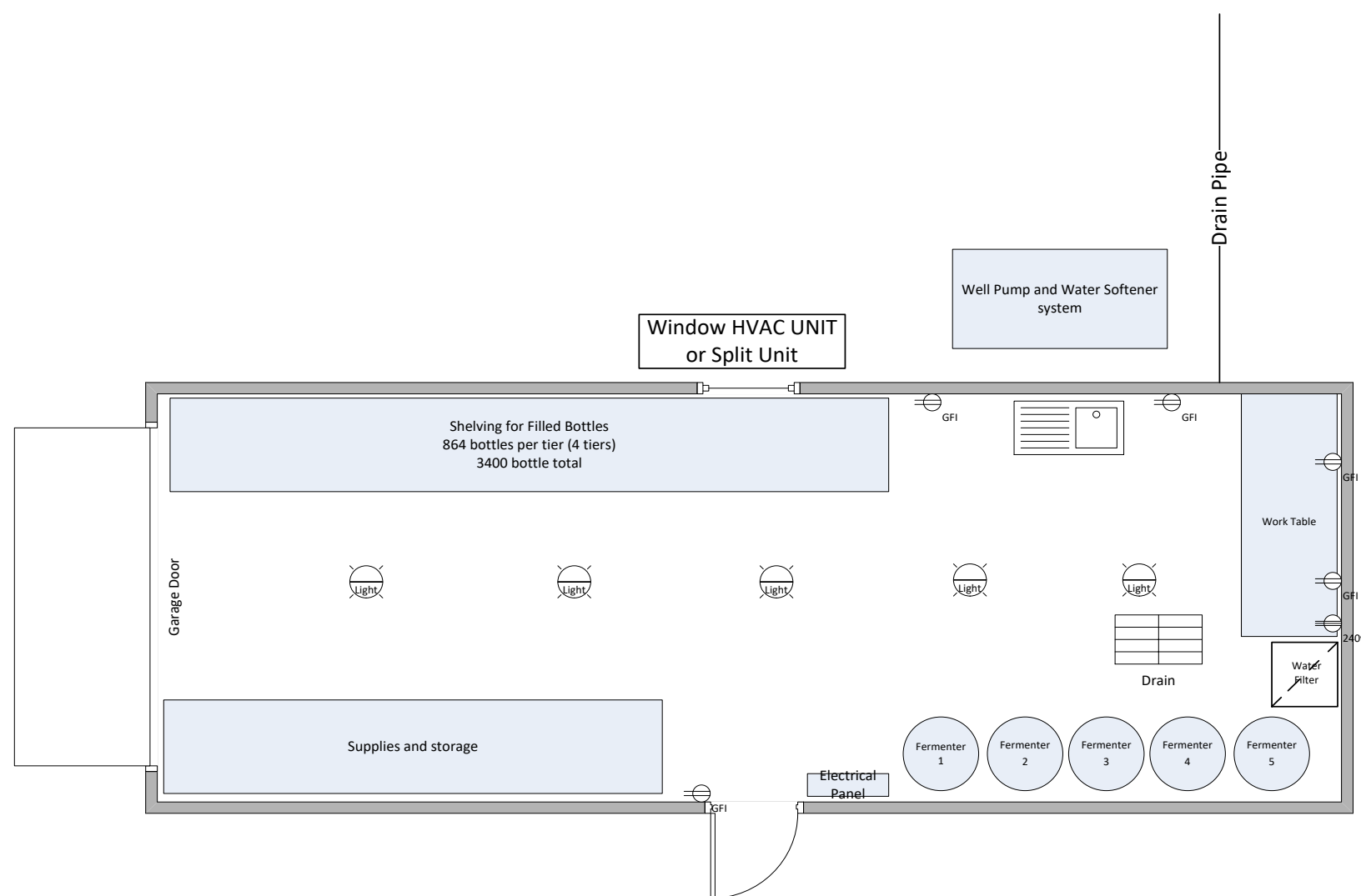
This Special Use Permit is for the placement of a 12ft x 32ft prefabricated metal building to use as a site to produce honey-wine (also known as mead). This building will be used as a startup facility for our business but we do not plan on this location staying permanent. No vegetation will need to be removed and the building will have plenty of spacing from neighboring properties. Our product will be shipped by UPS and FedEx and local deliveries will be made by the owners. Mead is simply made using honey, water, and yeast. All our ingredients and cleaning chemicals are organic. You can find our website at retromeadery.com. We thank you for your consideration of this Special Use Permit and look forward to being a business member of Pender County.

Respectfully Submitted
Michael Fields
Head of Operations, Retro Meadery LLC
Burgaw NC





Property
580 Meadow LN
Burgaw NC 28425





Meadowland Estates Homeowners' Association

P.O. Box 277
Rocky Point, NC 28457



9-1-2021

To: Mike Fields

Re: Board of Director's position on Mead production.

Mr. Fields,

The MEHOA board of directors has reviewed your request for approval to ferment, bottle and ship Mead through your company Retro Meadery LLC at 570 Meadow Ln.

After reviewing the restrictive covenants and consulting with the other board members we see no reason to deny your request. The board of directors approves your request and wish you much success in your Mead venture.

Thank you,

M. Shawn Dixon
MEHOA President
910-526-2117

- 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".
 - 3) Conditions of a continuing nature may be imposed. For example, "exterior loud speakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

- F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.
- G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.
- H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

3.13 DETERMINATION OF VESTED RIGHT

3.13.1 Establishment

- A. With Site Specific Development Plan
 - 1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land-use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.
 - 2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: "Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date)."



Pender County

Request For Board Action

DATE OF MEETING:	October 18, 2021
REQUESTED BY:	Travis Henley, Director, Planning & Community Development
SHORT TITLE:	Resolution Requesting Approval of a Cottage Occupation/Artisan Manufacturing Special Use Permit to manufacture alcoholic beverages within an accessory structure.
BACKGROUND:	Michael Fields, applicant and owner, is requesting approval of a Cottage Occupation/Artisan Manufacturing Special Use Permit to manufacture alcoholic beverages, specifically mead, within a 384 square foot accessory structure in the RP, Residential Performance zoning district on approximately 1.28 acres of land located at 580 Meadow Lane. The subject property is located in the Rocky Point Township and may be further identified by Pender County PIN 3236-18-6886-0000.
SPECIFIC ACTION REQUESTED:	To hold a public hearing and consider the approval of a Cottage Occupation/Artisan Manufacturing Special Use Permit.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

On October 18, 2021 the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit as described herein. The Chairman/County Manger is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED:

SECONDED:

☐

APPROVED

☐

DENIED

YEA VOTES: ☐ BROWN ☐ MCCOY ☐ NEWTON ☐ PIEPMAYER ☐ WILLIAMS

10/18/2021

George R. Brown, Chairman Date

10/18/2021

Clerk to the Board

Date



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Travis Henley
DATE: October 18, 2021
SUBJECT: Pender County Collector Street Plan 2021 Update

SUMMARY:

Pender County Planning staff are pleased to present the final draft of the 2021 update of the Pender County Collector Street Plan for adoption by the Board of County Commissioners.

Planning staff, along with the Wilmington Metropolitan Planning Organization (WMPO), and WSP began the process of updating the Pender County Collector Street Plan in late 2020, after the County initially adopted the plan in 2016. The Plan update is intended to assess and further improve the County's efforts to provide for an efficient and safe transportation network as the County continues to grow, by requiring specific roadway types in key locations that will become part of the state-maintained roadway system in the future. These roadways are required to be built as part of private developments to higher standards that will serve to convey traffic toward arterial roadways (such as US 17, US 117, and US 421).

The Collector Street Plan Update is needed primarily due to the adoption of the Pender 2.0 Comprehensive Land Use Plan, which set forth a new preferred growth scenario for the entire County when adopted in August 2018. The preferred growth scenario established by Pender 2.0 establish numerous areas identified for high-intensity, mixed use growth, and many of the proposed collector streets are designed in such a way to provide connections from those nodes to areas desired to be primarily residential. Also informing the update were multiple rounds of public engagement as well as staff experience in attempts to implement the current version of the plan, which have proven difficult. Included in the draft Plan Update are recommendations for collector streets going forward, as well as bicycle and pedestrian facilities, and base cross-sections that developers must follow when required to construct collector streets.

The full draft Plan is provided as an attachment to this item. At their September 1, 2021 meeting, the Pender County Planning Board voted unanimously to recommend approval of the

Plan as written. The Plan was presented at the October 4th, 2021 Board of County Commissioners meeting and is now brought forth for adoption in a public hearing.

ACTION REQUESTED:

To hold a public hearing and adopt the Pender County Collector Street Plan 2021 Update as presented.

ATTACHMENTS:

1. Pender County Collector Street Plan 2021 Update Final Draft

DRAFT



AN UPDATE TO THE
2016 PENDER COUNTY COLLECTOR STREET PLAN



DRAFT

ACKNOWLEDGEMENTS



PENDER COUNTY BOARD OF COMMISSIONERS

George Brown, Chairman
Fred McCoy, Vice-Chairman
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Vanessa Lacer, MPA, Long Range Planner



WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION

Mike Kozlosky, Executive Director
Abby Lorenzo, Deputy Director
Rachel McIntyre, PLA, Associate Transportation Planner



CONSULTANT TEAM

Will Letchworth, PE
Shivang Shelat, AICP
Katharine Mather, AICP
Sarah Parkins, AICP

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PENDER COUNTY STREETS PLAN 2021



The Wilmington Urban Area Metropolitan Planning Organization (WMPO), by request and in partnership with the Pender County Planning and Community Development Department (Planning Department), has commissioned an update to the 2016 Pender County Collector Street Plan (the 2016 Plan) to determine future transportation needs in southeastern Pender County.

The 2016 Plan developed recommendations for new collector street alignments and bicycle and pedestrian facilities. Upon implementation of the 2016 Plan, the rigidity and specificity of the collector street recommendations, as well as the lack of consideration for natural resources, North Carolina Department of Transportation (NCDOT) design requirements, and the realities of development in a coastal county, have created multiple requests for variances and pushback from the development community. Southeastern Pender County has seen high growth rates since 2016 and changes in regional plans and projects such as the adoption of the WMPO's 2045 Metropolitan

Transportation Plan (MTP), the NCDOT 2020-2029 State Transportation Improvement Program (STIP), an update to Pender County's land use plan in 2018, and the progression of the US 17/Hampstead Bypass, necessitates an update to the 2016 Plan that addresses future transportation needs while affording flexibility in implementation.

This report details the planning process undertaken between January 2021 and June 2021 to update the 2016 Plan and the resulting recommendations.

STUDY AREA

This 2021 Plan Update (the Update) maintains the same study area used in the 2016 Plan. The study area is bordered by NC 210 to the north, the Pender/New Hanover County boundary to the east and south, and Black River to the west. Figure 1-1 on the following page shows the study area.

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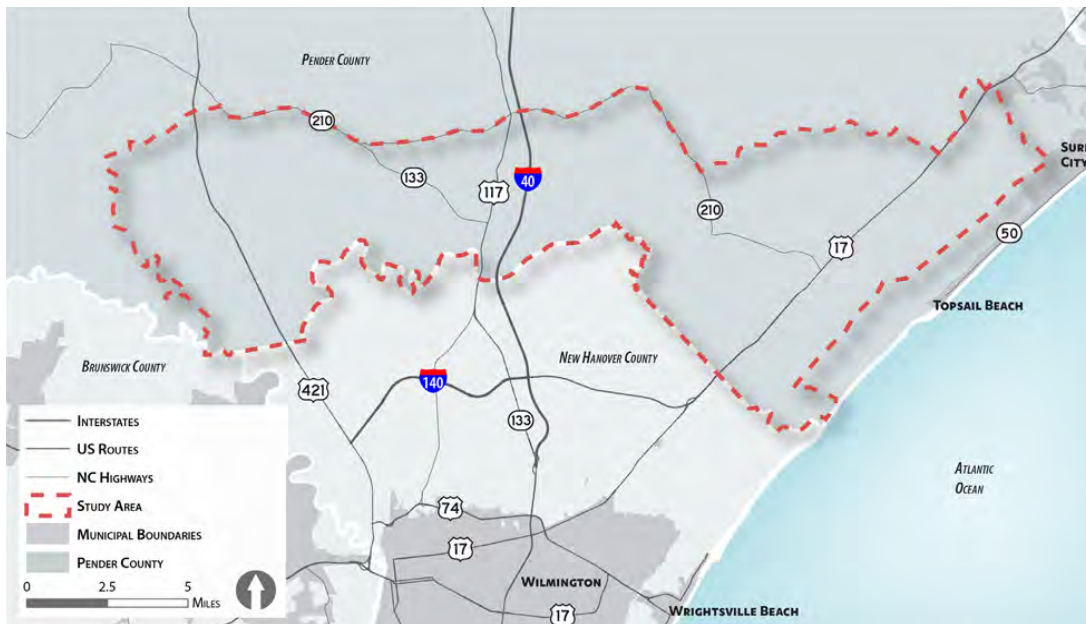


Figure 1-1 | *Collector Street Plan Study Area*



Existing Collector Street, Sloop Point Loop Road

WHAT ARE COLLECTOR STREETS?

Collector streets are defined as streets that connect local roads and neighborhoods to arterial roadways. Examples of collector streets in the study area include Country Club Drive, Sloop Point Loop Road, NC-133, and Hoover Road. Collector streets are typically two lanes, two to three miles in length, have speed limits between 25 and 45 miles per hour, and accommodate lower volumes of traffic.

Collector streets serve a number of important functions within the street network. They are very important in reducing congestion on arterial roads by equitably distributing the traffic burden so that shorter, local trips use the collector street system and long-distance trips remain on the arterial streets. Another important benefit is providing enhanced mobility opportunities for all roadway users, including emergency service providers, pedestrians, bicyclists, and municipal services.*

*There are no municipalities within the study area.

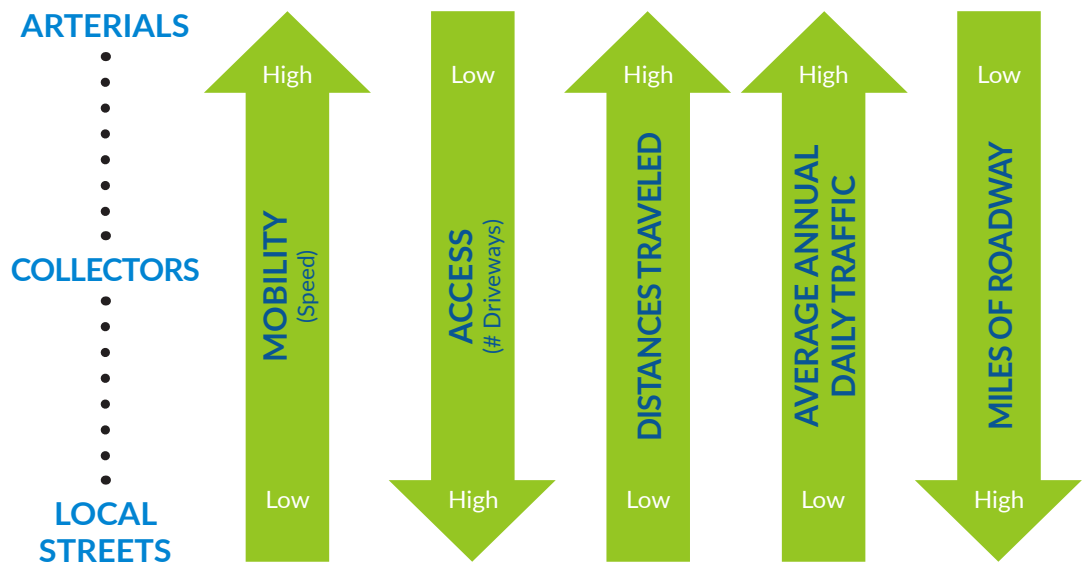


Figure 1-2 | Functional Classification of Roadways

COLLECTOR STREETS IN THE FUNCTIONAL CLASSIFICATION SYSTEM

Roadways serve two primary functions: mobility, the ability to move from one place to another; and access, opportunities for entry to/exit from specific locations (driveways) along a route. Most roadways provide a combination of mobility and access. In terms of function, there are three general categories of roadways:

Arterials

Arterial roadways provide a high level of mobility and are used mostly for long-distance travel. Some arterials are designed as controlled access or partially controlled access facilities. These facilities, which include Interstates, freeways, and expressways, limit the number of locations where vehicles can enter or exit. Examples in the study area include I-40 and I-140. Other arterials are designed with signalized

intersections to control traffic flow. In these cases, the arterial roadway receives most of the green time. Examples in the study area include US 421 and US 17.

Collectors

Collector streets provide a balance between mobility and access. For more information on collector streets, refer to the previous section on page 2.

Local Streets

Local streets provide a high level of access. With many driveways providing direct access to adjacent land uses, local streets are not designed to carry through traffic. According to the Federal Highway Administration (FHWA), often, after all arterials and collector streets have been identified, the remaining roadways are classified as Local Streets by default.

Figure 1-2 above illustrates the hierarchy of and differences between the roadway classifications.

Source: https://www.fhwa.dot.gov/planning/processes/statewide/related/highway_functional_classifications/section02.cfm

“To improve connectivity, inform land development, maintain acceptable levels-of-service on existing roadways, ensure conservation of natural areas, and provide a safe and high-quality transportation network for residents, businesses, and visitors using all modes of travel. ”

-2016 Pender County Collector Street Plan Vision

VISION AND GOALS

This Update builds upon the 2016 Plan. The analysis and recommendations incorporate new data and analysis techniques to provide better direction for obtaining the vision and goals of the 2016 Plan.

The vision for this Update, carried forward from the 2016 Pender County Collector Street Plan, is as follows:

The purpose of a collector street plan for Pender County is to guide investment in new collector streets to improve connectivity, inform land development, maintain acceptable levels-of-service on existing roadways, ensure conservation of natural areas, and provide a safe and high-quality transportation network for residents, businesses, and visitors using all modes of travel.

In order to achieve this vision, the 2016 Plan established the following goals, which remain in place for this Update:

- 1** Develop a realistic and feasible network of collector streets that support the local street and arterial system
- 2** Work with the development community to ensure proper connectivity and collector street design
- 3** Be sensitive to environmental issues and “build-in” context-sensitive design approaches where applicable
- 4** Integrate multimodal design features into the street design that support walkability and bikability





2016 PENDER COUNTY COLLECTOR STREET PLAN

The 2016 Pender County Collector Street Plan (the 2016 Plan) surveyed existing conditions, conducted public outreach, developed recommendations, and identified design requirements and policy strategies. New and existing collector street recommendations were developed based on analysis of existing land use and trip generation into a "Preferred Scenario." This "Preferred Scenario" is presented in Figure 2-1 on the following pages. Nine typical sections were identified and categorized into five groups for implementation. Each collector street recommendation was assigned to one of these five groups. The typical sections in each group vary in the multimodal facilities provided to allow flexibility in implementation.

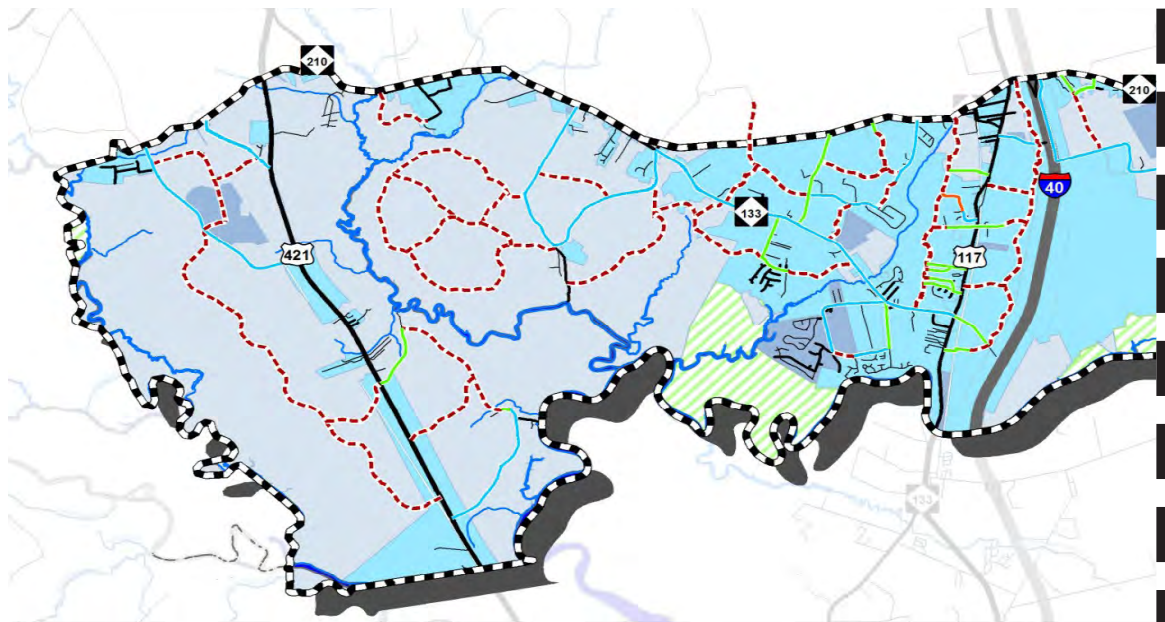
Additionally, the 2016 Plan proposed eleven supporting policy recommendations that addressed

stormwater integration, street spacing and access, multimodal facility integration, traffic impact analyses, environmental conservation, and maintenance.

The 2016 Plan was used as the basis to begin the analysis for this 2021 Plan Update (the Update), though new data was used when available.

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PENDER COUNTY STREETS PLAN 2021



Legend

Proposed Collectors

- Existing Collector Standards
- Existing Roads - Need Improvement
- Planned Connections
- Preferred Scenario

Roadways

- Interstate
- NC and US Routes
- Local Roads
- Hampstead Bypass

Land Use Intensity

- Environmental Conservation
- Low Intensity
- Medium Intensity
- High Intensity

Other Symbols

- Study Area
- Lakes and Ponds
- Streams
- County Boundaries

LAND USE INTENSITY/ TYPE OF COLLECTOR STREET	INTENSITY	ACCESS FUNCTION	APPROX. STREET SPACING
No Collector Streets (Environmental Conservation)	Little to No Development	N/A	N/A
Lowest Intensity (Rural Agricultural)	Less than 2 Dwelling Units per Acre	Highest	3,000 to 6,000 feet apart
Medium Intensity (General Business, General Industrial, Industrial Transition, Manufactured Housing Community, Residential Performance)	2 to 4 Dwelling Units per Acre	High	1,500 to 3,000 feet apart
High Intensity (Residential Mixed, Office Institutional, Planned Development)	More than 4 Dwelling Units per Acre/Activity Nodes	Medium	750 to 1,500 feet apart

NOTE: Table included as part of Figure 2-1

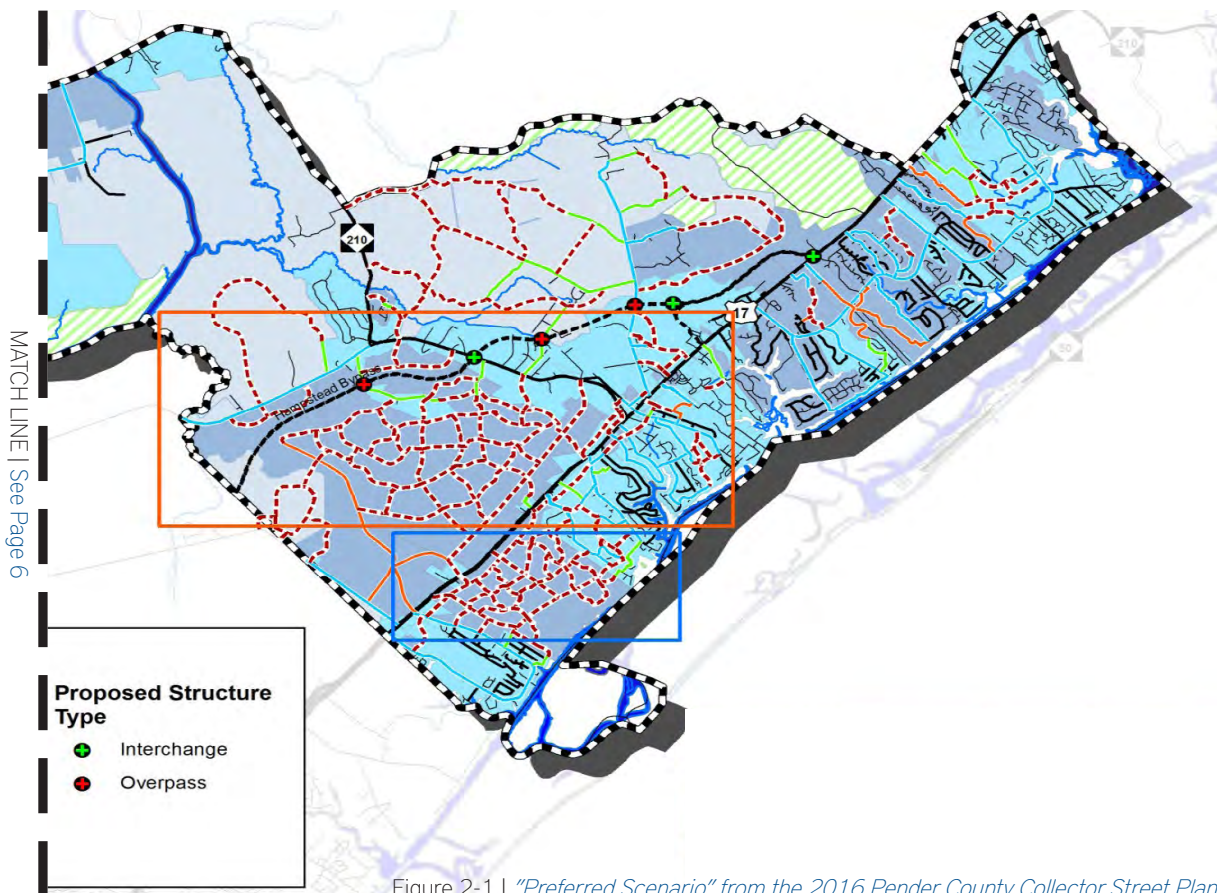


Figure 2-1 | "Preferred Scenario" from the 2016 Pender County Collector Street Plan

**REGIONAL PLANNING
DOCUMENTS**

**Cape Fear Moving Forward 2045
Metropolitan Transportation Plan**

The WMPO's adopted Metropolitan Transportation Plan (MTP), Cape Fear Moving Forward 2045, provides a multimodal transportation framework to guide future transportation investment within the WMPO's boundary. MTPs are fiscally constrained,

meaning only projects that can be constructed with expected funding are included. This differs from a collector street plan, where recommendations are made in advance of known funding and, therefore, the plan can guide future transportation projects as funding becomes available. As most collector streets will be funded and constructed as part of new developments, these streets are typically funded from private sources.

Table 2-1 on the following page presents the roadway projects identified in the 2045 MTP that are within

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PENDER COUNTY STREETS PLAN 2021

the study area. The recommendations made in this Update assume the implementation of these projects.

NCDOT 2020-2029 STIP

The NCDOT 2020-2029 State Transportation Improvement Program (STIP) identifies the schedule and funding of all transportation projects to be conducted by NCDOT over the next ten years. Table 2-2 below presents the roadway projects identified in the 2020-2029 STIP that are within the study area. The recommendations made in this Update assume the implementation of these projects.

Pender 2.0: Comprehensive Land Use Plan

Pender 2.0: Comprehensive Land Use Plan (Land Use Plan) was adopted in August 2018 to guide the future growth of Pender County by addressing needs related to environmental protection, community facilities and services, and future land use. The Land Use Plan identifies 12 land use classifications for parcels located in unincorporated parts of the county. (There are no incorporated areas within the study area.) These land use classifications are presented in Figure 2-2 on the opposite page.

MTP PROJECT NUMBER	PROPOSED PROJECT	PROPOSED PROJECT LIMITS	HORIZON YEAR
RW-6	Hoover Road Widening	Hoover Road from US 17 to Blue Clay Road	2030
RW-13	Godfrey Creek Road Extension	Godfrey Creek Road from Godfrey Creek to Saint Johns Church Road	2035
RW-18	Sloop Point Road Widening	Sloop Point Road from US 17 to road terminus	2040
RW-23	Sidbury Road Widening	Sidbury Road from Blue Clay Road to US 17	2045
RW-29, 30, & 31	Center Drive Extension	Center Drive from about 600' east of US 17 along Whitebridge Road to roughly 1,000' east of US 17 along Scotts Hill Lopp Road	2045
RW-35	Harrison Creek Road Extension	Harrison Creek Road from an extension of Holliday Dr to Realigned intersection of US 17 and Washington Acres Rd	2045
RW-166	Future NC417/Hampstead Bypass & Sidbury Road Interchange*		2035

Table 2-1 | 2045 MTP Projects within the Study Area

STIP PROJECT NUMBER	PROPOSED PROJECT	PROPOSED PROJECT LIMITS	CONSTRUCTION FISCAL YEAR (FY)
R-3300	Hampstead Bypass	US 17 at Long Leaf Drive to I-140	FY 2022**
U-5732	US 17 Conversion to Superstreet	Washington Acres Road to Sloop Point Road	FY 2029**

Table 2-2 | 2020-2029 STIP Projects within the Study Area

*Project located in New Hanover County but significant for the study area

**Construction Fiscal Years taken from the May 2021 STIP

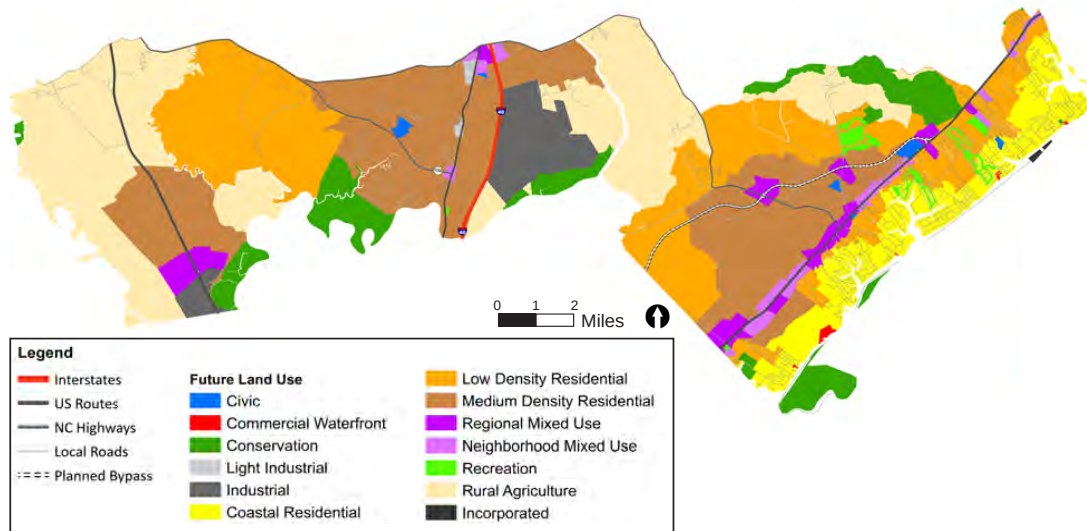


Figure 2-2 | *Pender County Future Land Use Map*

The majority of future land use classifications within the study area are residential. Mixed-use classifications are concentrated along US 17 and in isolated pockets along US 117 and NC 210. Rural agriculture classifications are located adjacent to US 421 and along the Northeast Cape Fear River. The only industrial classifications within the study area are located east of I-40 and along US 421 near the southern edge of the study area boundary.

Land use classifications within the study area are notably denser than in other unincorporated areas of Pender County—almost all residential and mixed-use classifications are concentrated within the study area. This is reflective of the influence of urban growth from New Hanover County. Within the study area, the densest classifications are adjacent to the arterial roadways that directly connect Pender and New Hanover Counties including US 17, US 117, the southern portion of US 421, and NC 133.

These land use classifications were used as the basis for the development of recommendations prepared in this Update.

NATURAL AND BUILT ENVIRONMENT

A review of the natural and built environment was conducted through desktop analysis and WMPO GIS shapefile data. This review was not intended to serve as a formal environmental review, but rather to guide the development of recommendations. Implementation of the recommendations made in this Update is subject to compliance with all necessary environmental reviews and/or permitting requirements.

The high-level review revealed that protected lands, including Natural Heritage Areas and state-owned lands, are located throughout the study area but concentrated west of US 421, south of NC 133 between US 421 and US 117, and west and east of the Northeast Cape Fear River (see Figure 2-3 on the following page). Data from the National Wetland Inventory and the North Carolina Flood Risk Information System were used as wetland and floodplain sources, respectively. These sources indicated that potential wetlands and 100-year floodplains are scattered throughout the study area.

PENDER COUNTY STREETS PLAN 2021

but are concentrated at the previously identified protected lands and between US 117 and I-40 and south of NC 210/Island Creek Road between the study area boundary and US 17. These natural resources were combined with future land use data to serve as the basis for the recommendations made in this Update.

Excluding the existing built areas east of US 17, the study area is mostly undeveloped. Concentrations of existing development include residential development between Clarks Landing Road and US 117, and small-scale residential developments along NC 210 between the Northeast Cape Fear River and US 17. Considering the extent of future residential classifications from the Land Use Plan, there is high potential for future development within the study area.

TRAFFIC CONDITIONS

Existing traffic patterns and volumes were derived from StreetLight Data and Average Annual Daily Traffic (AADT) data from NCDOT. One key difference between these two datasets is that AADT presents the traffic volumes of an average day in 2019, without accounting for seasonal or daily fluctuations. The StreetLight Data extracted for this analysis

presents traffic volumes on an average day in the months of March and October of 2019, when traffic volumes are typically representative of normal traffic patterns. The chosen analysis year was 2019 due to abnormal travel patterns in 2020 related to the COVID-19 pandemic.

NCDOT AADT data indicates that the average daily traffic volume along US 17 is approximately 36,000 vehicles per day (vpd) north of Belvedere Drive; 43,500 vpd between NC 210 and Belvedere Drive; and 40,000 vpd south of NC 210. The daily traffic volume along NC 210 averages 9,300 vpd near the intersection with US 17; 2,100 vpd near the intersection with NC 133; and 15,000 vpd between I-40 and US 117. Along US 117, daily traffic volume ranges between 7,000 and 14,000 vpd. Daily traffic on NC 133 averages from 11,000 vpd at US 117 to 2,300 vpd at US 421. Average daily traffic on US 421 varies from 5,700 vpd at NC 133 to 7,600 vpd near the Pender/New Hanover County border.

As NCDOT AADT data does not indicate the distribution of traffic, StreetLight Data was used to provide this information. Figure 2-4 on the opposite page presents the study area, divided in two halves by the Northeast Cape Fear River. Based on the StreetLight Data analysis, the western and eastern

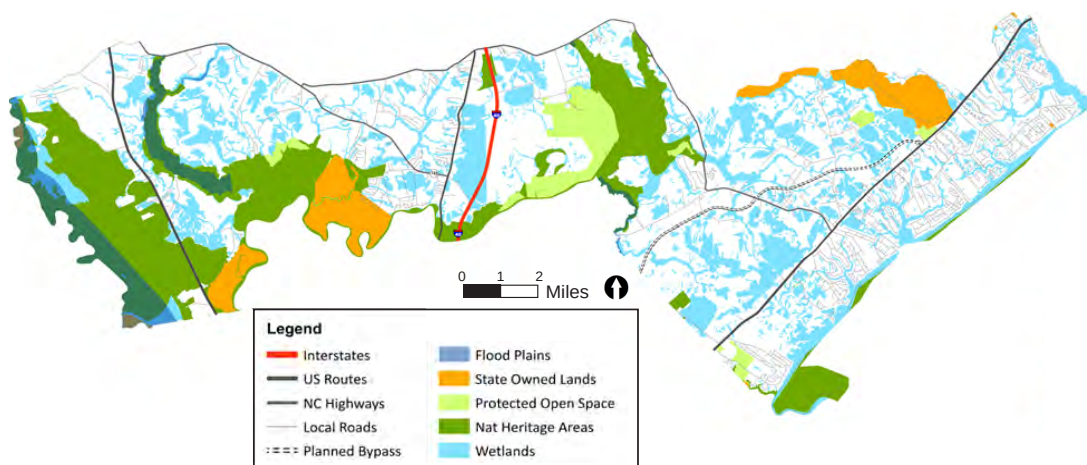


Figure 2-3 | *Natural Resources in the Study Area*

halves generated 21,710 and 74,850 daily trips in 2019, respectively. See Appendix A for StreetLight Data outputs.

In the western half, 24% of trips remained within this half of the study area; 60% of trips were to or from New Hanover and Brunswick Counties; and only 15% of trips traveled to and from north of the study area. There was a high volume of pass-through traffic, 38,250 vpd, in the western half due to the presence of multiple north-south routes including I-40, US 421, and US 117. In the eastern half, 38% of the trips remained within this half of the study area; 38% of trips traveled to and from New Hanover County; and 23% of trips traveled north of the study area. In addition to those trips, there were about 16,200 daily trips that traveled through the eastern half of the study area. Approximately 900 daily trips are made between the eastern and western halves of the study area, which accounts for the remaining 1% of total trips in each half.

NCDOT AADT data was used to develop future traffic projections along existing arterial roads. The historical AADT values at various locations along these roads were tabulated and projected to future year 2045 using a straight-line projection method. These values

were compared to the roadway capacity and Travel Demand Model-based travel projections, which are discussed in the Methodology section of this Update.

TRAFFIC MODELING

The latest update to the WMPO's adopted Travel Demand Model (TDM) occurred in November 2020. The TDM projects travel demand based on projected population and employment levels in 2045 while assuming the infrastructure improvements in the MTP. The TDM has been an appropriate tool for forecasting needs in more urban New Hanover County, but analysis performed during this Update indicates that the population and employment projections for Pender County may not be reflective of development patterns as the rate of development is typically higher. This difference is further distorted due to the adoption of the Land Use Plan, which dedicates more land for higher density development than what was assigned in the previous land use plan and TDM. As the TDM only features major arterial roads within the study area, the TDM is unable to provide a sufficient basis for the development of collector streets.

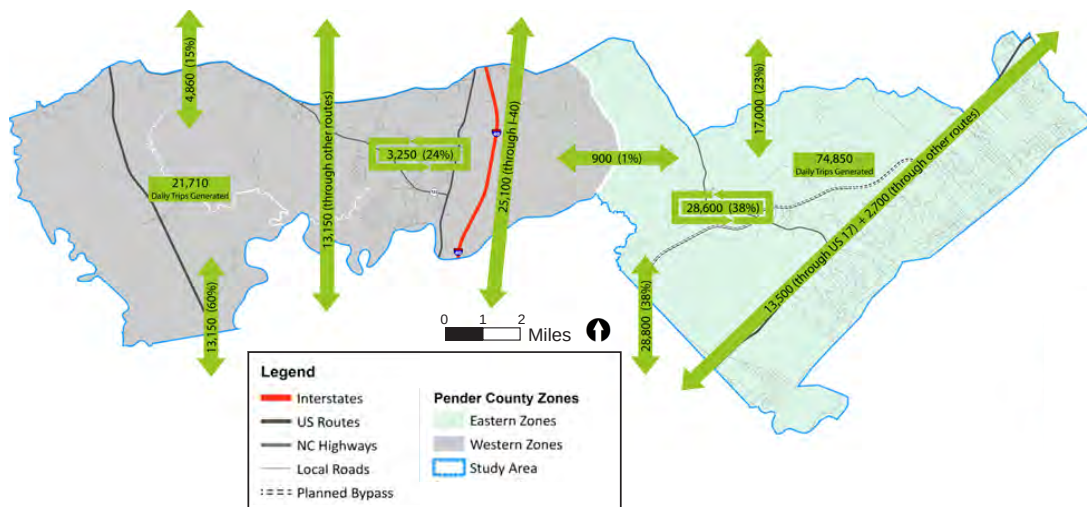


Figure 2-4 | *StreetLight Data Traffic Distribution*

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PENDER COUNTY STREETS PLAN 2021

For the development of this Update, the TDM was used to determine the daily vehicle carrying capacities of each roadway classification. These capacities were compared with the traffic projections based off of AADT values and those from the TDM to determine which roadway segments may be over capacity in the future on a daily volume basis and peak-hour basis. Appendix B presents the calculations used for this comparison.

The analysis suggested the daily traffic volumes on almost all arterial roads will be lower than their daily carrying capacity. However, during peak hours, many portions of US 17 and NC 210 may experience significant congestion. The AADT projections for

US 17 were highly overestimated because they did not consider the distribution of traffic related to the future Hampstead Bypass. However, even after adjusting the volumes to consider the future bypass, US 17 may still experience congestion at certain locations during peak hours. This conclusion, combined with the earlier observation that there is a significant volume of intra-zonal trips in the region, indicates collector streets parallel to US 17 may be required to address local traffic needs and alleviate congestion on US 17.



PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT

Two periods of public outreach and stakeholder engagement were held during the development of the 2021 Plan Update (the Update). Key takeaways from the engagement periods are highlighted below. Detailed summaries and findings from each engagement period are presented in Appendix C.

PHASE I (MARCH/APRIL 2021)

The first round of public engagement was held in March and April 2021 to seek feedback on the 2016 Pender County Collector Street Plan (the 2016 Plan), identify conditions that have changed since 2016, and understand current transportation and development needs and concerns. An online survey provided the opportunity for public comments and 440 responses were received. Members of the development and real estate community were included through a parallel online survey and a Stakeholder Steering Committee meeting.

Responses and feedback received during this engagement period were used in the development of the draft recommendations.

PHASE I PUBLIC SURVEY RESULTS

Results of the public survey indicated most respondents experience delays during their daily travel during peak times and that seasonal travel impacts related to tourism often lead to considerable delays. Responses further indicated delayed travel times are typically experienced along US 17, specifically at the intersections of NC 210, County Club Road, Topsail Schools, Sloop Point Road, and Washington Acres Road. Seventy-seven percent of respondents also noted US 17 as a concern through a separate comment.

When asked if respondents would walk or bike more often within the study area if better, safer facilities were available, 58% of respondents answered yes, 22% answered no, and 20% answered maybe.

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PENDER COUNTY STREETS PLAN 2021

Select your top three priorities to be addressed when new collector streets are being constructed.

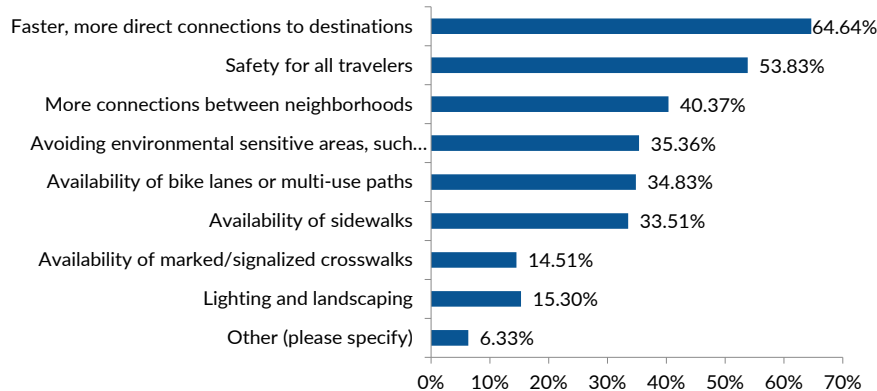


Figure 3-1 | *Transportation Priorities Identified in the First Public Survey*

Finally, respondents were asked to select their top three transportation priorities from a list of eight options. Responses to this question are shown in Figure 3-1 above.

DEVELOPER SURVEY AND STAKEHOLDER MEETING I RESULTS

The developers survey received three responses, which are recorded in Appendix C.

Stakeholder meeting participants indicated the 2016 Plan was generally not helpful for guiding development and site plan design. Further, participants indicated general infrastructure needs, such as utilities and schools, were barriers to future development in addition to transportation and traffic needs. Figure 3-2 on page 15 presents the selection of transportation elements participants saw as important for future development.

PHASE II (MAY/JUNE 2021)

In order to present the draft recommendations to the public and collect feedback on various elements of the recommendations, an ESRI Storymap website was developed. The website was available

from May 17th until June 21st 2021. The website, made available at www.tinyurl.com/PenderStreets, included four sections: Overview, Methodology, Draft Recommendations, and Next Steps. An interactive map of the draft recommendations was available for users to see the recommendations in detail. Survey questions were asked throughout the website using ESRI's Survey123 tool. Eight questions were asked, in addition to 11 optional demographic questions. In total, there were 639 unique visitors to the website, and 22 individuals completed at least one survey question.

PHASE II PUBLIC SURVEY RESULTS

Questions asked respondents to rate how they felt about the proposed collector street recommendations, broken up by region, on a scale from strongly disagree to strongly agree. There was a total of 13 responses for each of the three questions. Figure 3-3 on page 15 shows the results for each region. It can be inferred from the results that most respondents agree with the collector street alignment recommendations. Another question asked respondents to rate their opinion of the proposed bicycle and pedestrian recommendations. A total of 12 responses were received, shown in Figure 3-4 on page 15. A majority of the respondents strongly agreed with the proposed recommendations.

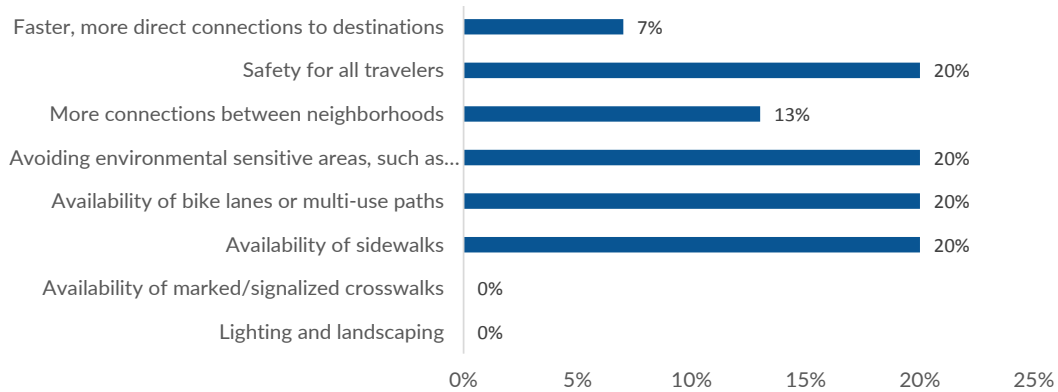


Figure 3-2 | *Development Preferences Identified in the First Stakeholder Meeting*

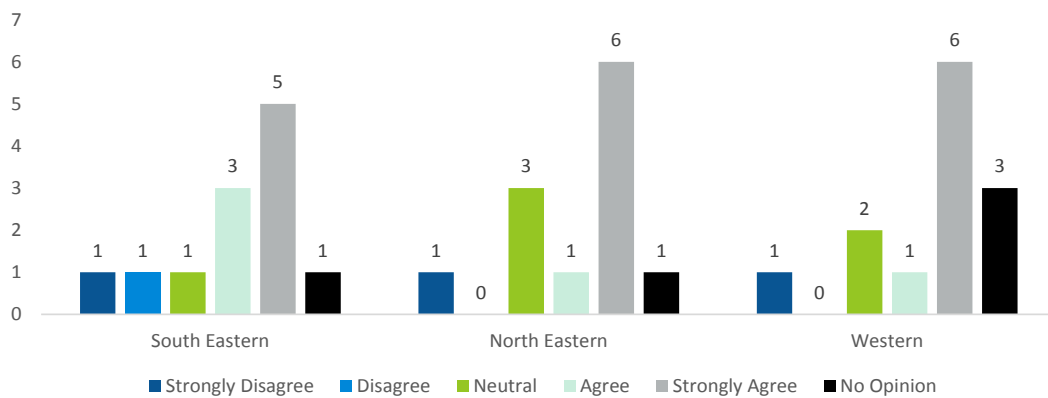


Figure 3-3 | *Survey Results – Respondent Opinions on Collector Street Recommendations*

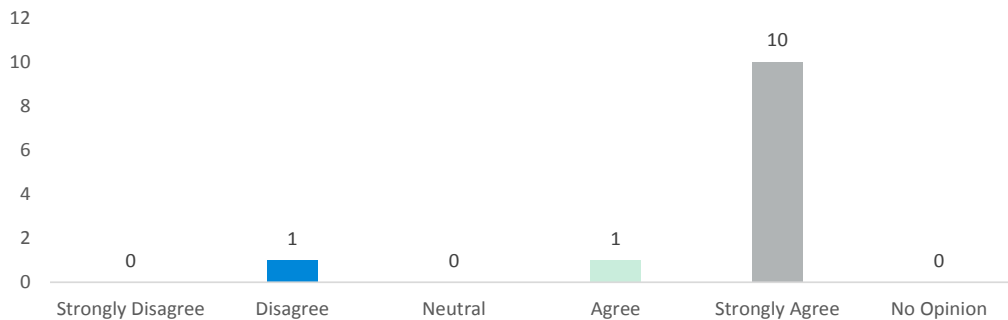


Figure 3-4 | *Survey Results – Respondent Opinions on Bicycle and Pedestrian Recommendations*

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PENDER COUNTY STREETS PLAN 2021

STAKEHOLDER MEETING II RESULTS

A second stakeholder meeting was held on May 20, 2021 to review and discuss the draft recommendations and collect feedback from the Stakeholder Steering Committee. The purpose of the meeting was to present data collected on current travel patterns, the methodology developed to determine future collector street needs, the geographies of proposed collector streets, and recommendations for street cross sections, with multimodal facilities.

There was some concern from attendees that the cross sections presented were too limiting and that the Update should establish design minimums rather than prescribe exact cross sections. It was voiced that the decision to use a clear zone versus a curb and gutter should be left up to the developer based on site conditions and constraints. It was also noted that bicycle and pedestrian network contiguity should be taken into consideration as far as the types of facilities provided in the cross section. Finally, there was a discussion regarding the need for Pender County Planning and Community Development (Planning Department) staff to work with developers to ensure that collector streets are designed to stub out to developable and feasible locations on adjacent parcels to avoid any uncrossable environmental features regardless of the gap in time between developments.



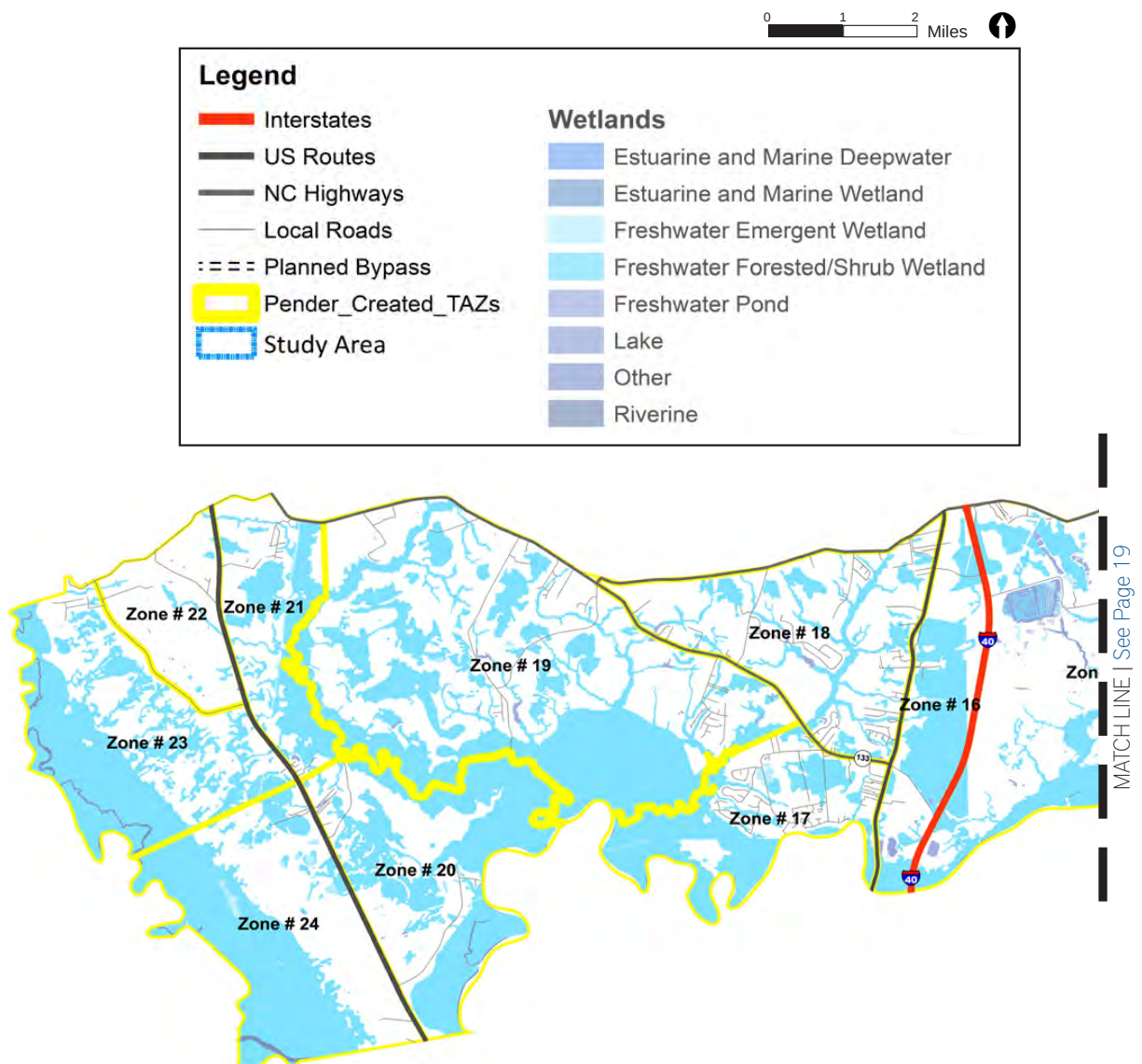
DEVELOPMENT OF COLLECTOR STREET RECOMMENDATIONS

WMPO's Travel Demand Model (TDM) was compared against the future land use classifications identified in Pender County's 2018 future land use plan, Pender 2.0: Comprehensive Land Use Plan (Land Use Plan). As discussed in the previous section, this comparison indicated the TDM projections likely underestimate future growth, and therefore projections would need to be revised as part of this 2021 Plan Update (the Update).

Collector street recommendations were developed by calculating potential future travel demand and from input received during public outreach and stakeholder engagement. The process for developing these projections is outlined on the following pages.

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STEP 1

Identify Travel Demand Zones

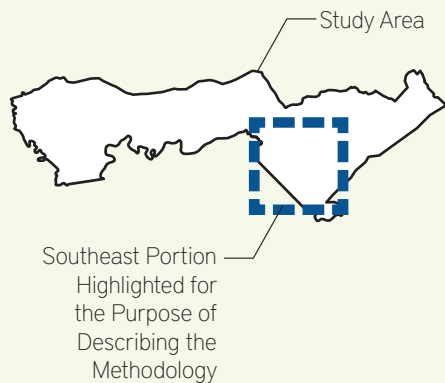
Since new trip projections were needed, the study area was subdivided into smaller areas to mimic how Traffic Analysis Zones (TAZs) are used in the TDM. The boundaries of the modified TAZs were identified through the existing arterial street network, parcel boundaries, and physical boundaries, such as the Northeast Cape Fear River. Trips within each modified TAZ typically feed onto a single arterial road. Using this method, 24 modified TAZs were identified within the study area and are presented in Figure 4-1 below.



Figure 4-1 | *Modified Traffic Analysis Zones*

NOTE

While this methodology was applied across the entire study area, the corresponding images represent the analysis done in the southeast portion only.



STEP 2

Project Future Development and Density

Residential and mixed-use classifications identified in the Land Use Plan were selected as the basis of analysis since most travel is generated from homes and typically requires the use of a collector street. Non-home-based travel is typically routed along arterials where workplaces and commercial development are usually located. Figure 4-2 shows the residential and mixed-use zones in the southeastern part of the study area.

From these residential and mixed-use areas, undeveloped or underdeveloped areas were identified for further analysis. These areas were further refined by removing natural resources likely to inhibit development such as wetlands, 100-year floodplains, and protected lands. The areas remaining (see Figure 4-3) represent the areas that could be developed in the future and would be the primary sources of new traffic.

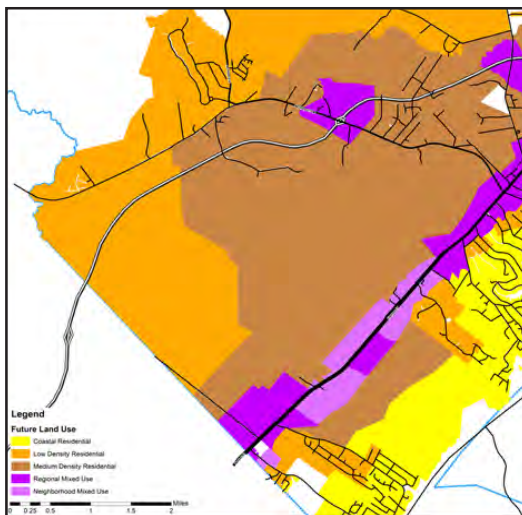


Figure 4-2 | Residential and Mixed Land Uses

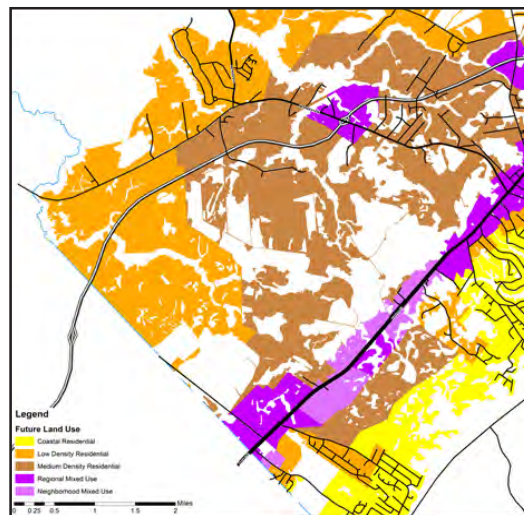


Figure 4-3 | Developable Residential Zones

STEP 3

These areas were subdivided into 10-acre subunits to assign projected household density. Density was expressed as the number of households within each 10-acre subunit and was assigned based on the specific residential classification from the Land Use Plan and the corresponding allowable units per acre specified in Pender County's Unified Development Ordinance (UDO). These subunits and associated densities are presented in Figure 4-4. The density assignment allowed for the potential future number of households to be projected.

Project Future Travel Demand and Develop Recommendations

The WMPO TDM uses various household characteristics such as household size, income, and number of vehicles to determine the number of daily trips that a given household will generate. These factors average to each household generating approximately 6.67 trips per day (see Appendix B for calculations). Although this rate pertains to the entire WMPO jurisdiction, the project team determined this rate was the most accurate local representation of travel demand. The potential daily trips from each 10-acre subunit were aggregated to determine the daily trips generated from each modified TAZ, as depicted in Figure 4-5.

A variety of factors influence the rate and pattern of development. While high rates of growth are anticipated in the study area in the upcoming decades, a full buildout would be an unrealistic expectation and could disproportionately

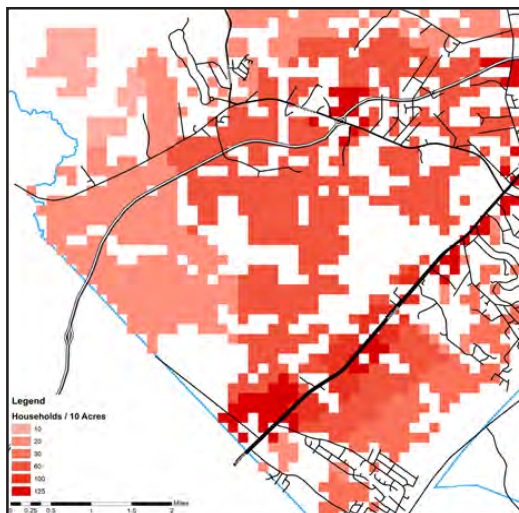


Figure 4-4 | *Modified Traffic Analysis Zones*

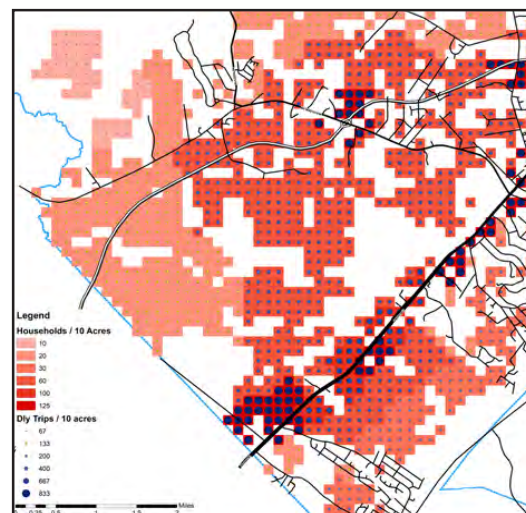


Figure 4-5 | *Daily Trips Generated from Each 10-acre Subunit*

STEP 3, continued

influence growth needs. Additionally, development requirements such as setbacks, open space requirements, and public infrastructure limit the buildable area of any parcel. For example, a 25-acre parcel where the Land Use Plan allows 4 units per acre can theoretically build 100 houses. But 20% of this parcel is designated wetland and the developer will need to build 5 units per acre in the remaining 20-acre land to achieve full buildout. Moreover, after adding requisite roadways, setbacks, green spaces, etc., the developer loses an additional 4 acres, which means the remaining 16 acres will need 6.25 units per acre to come up with 100 houses. However, development and real estate market research shows that, in this area, quarter-acre parcels are most in demand and will yield the highest profit. Applying this industry knowledge to the example parcel would yield only 64 homes out of the maximum permissible 100 homes, leading to 36% unrealized real estate and by extension, unrealized trip generation.

Similar situations can occur at varying degrees across all parcels in the study area, where the range of unrealized real estate can vary from 5% to 60% depending on the parcel. A cursory analysis and discussions with Pender County led to the conclusion that, overall, these land and market inefficiencies will result in approximately 25% fewer households than that permitted by the Land Use Plan. Fewer households will collectively produce 25% fewer daily trips and the collector streets plan should account for this reduction. Therefore, trip projections were reduced by 25% to take this into account. This would mean that for a TAZ where daily additional trips were calculated to be 10,000, the number of trips would be reduced to 7,500. The daily travel demand numbers shown in Figure 4-6 reflect these reductions.

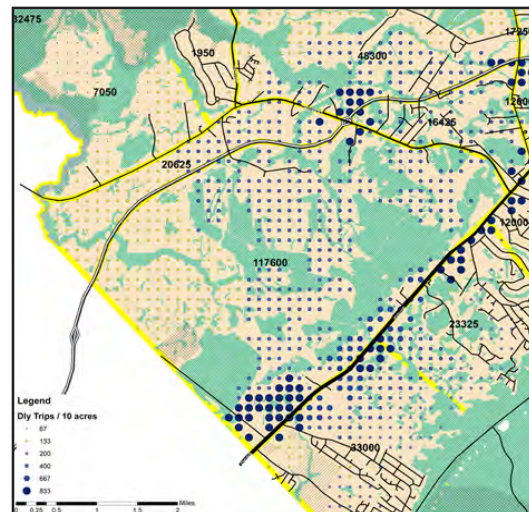


Figure 4-6 | *Daily Trips Aggregated to Traffic Analysis Zones*

STEP 4

Identify Location of Future Collector Streets

A two-lane road posted at 35 miles per hour can carry approximately 18,000 vehicles per day (2012 FDOT Quality/Level of Service Handbook). The projected number of trips within each modified TAZ can be compared to this benchmark to determine the number of collector streets necessary for each modified TAZ. For several TAZs, the existing collector street network is sufficient to carry additional traffic, whereas the geometry of some TAZs made the addition of a collector street infeasible. Figure 4-7 shows potential alignment options in the southeastern portion of the study area.

For modified TAZs where new collector streets were warranted, parcel boundaries, natural resources, potential traffic volumes, and intersection density along arterials influenced the recommended locations of new collector streets. Additionally, several arterials warranted parallel collector streets to provide sufficient capacity. Figure 4-8 shows how the potential alignments were further refined to form polygons which denote areas with the highest probability to align a collector street.

To understand the effect that recommended collector streets would have on the existing roadway network, projected trips were assigned onto the existing network based on travel demand generation. While full analysis would require changes to the WMPO TDM, this preliminary analysis suggests existing roads perform well based on daily traffic volume. However, several sections of US 17 and NC 210 may experience significant congestion.

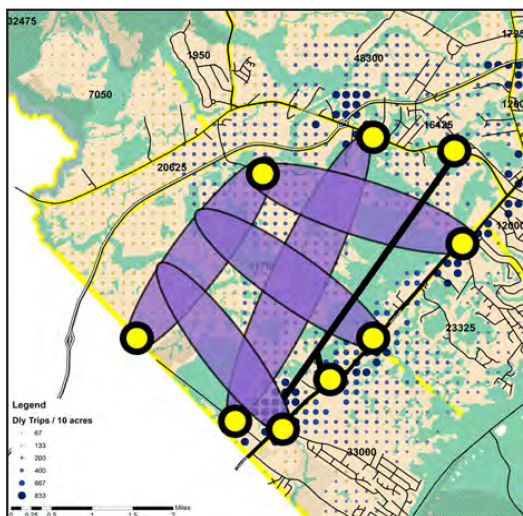


Figure 4-7 | *Potential Alignment Options Showing Collector Street Connectivity Intent*

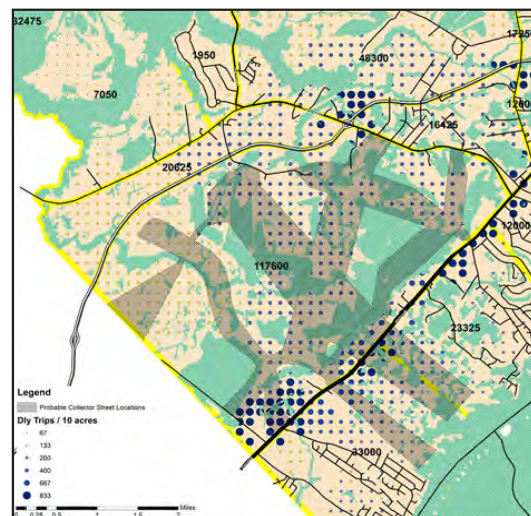
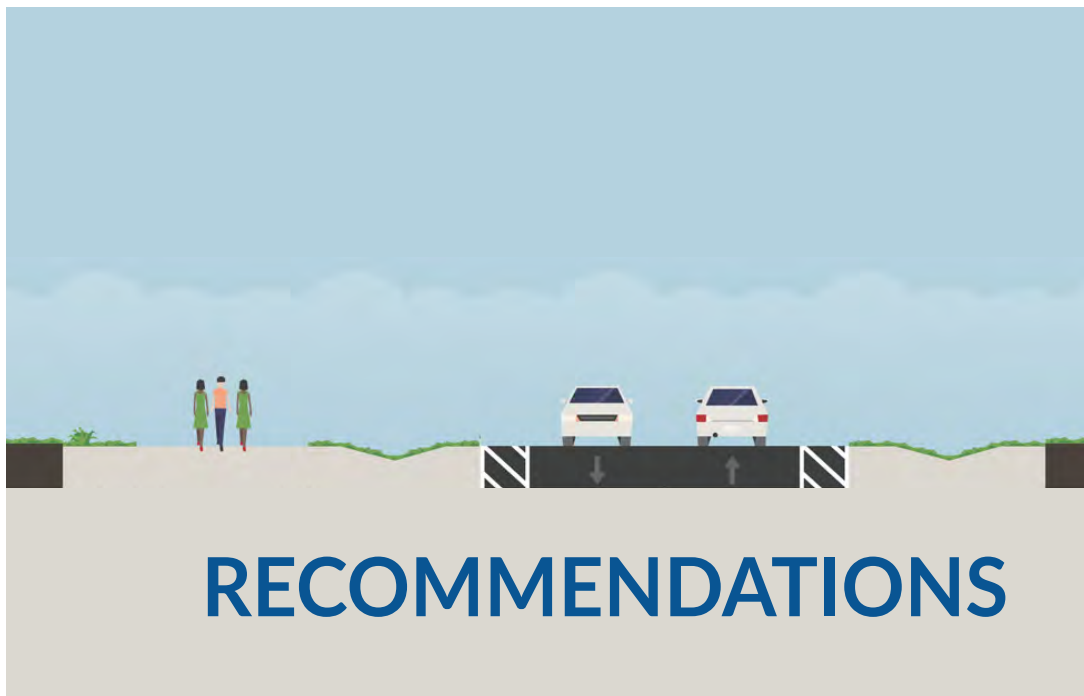


Figure 4-8 | *Polygons Showing Probable Collector Street Locations*

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PENDER COUNTY STREETS PLAN 2021

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ROADWAY

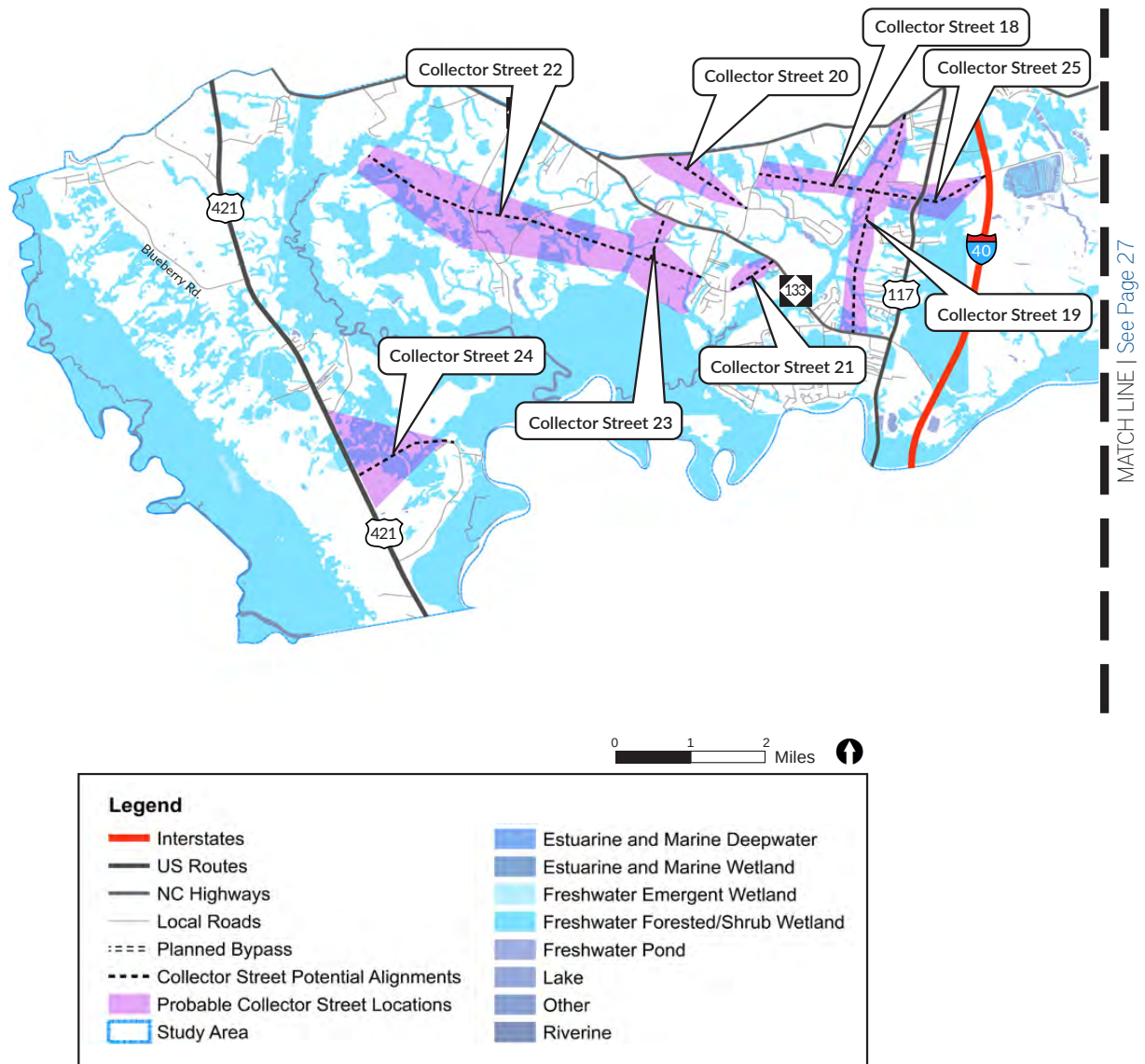
The proposed updated collector street network consists of 25 collector street recommendations within the study area. In addition to the methodology detailed in the previous section, feedback from the public; input from Pender County Planning and Community Development (Planning Department) and WMPO staffs; and comments and suggestions from stakeholders informed the selection of the proposed collector streets.

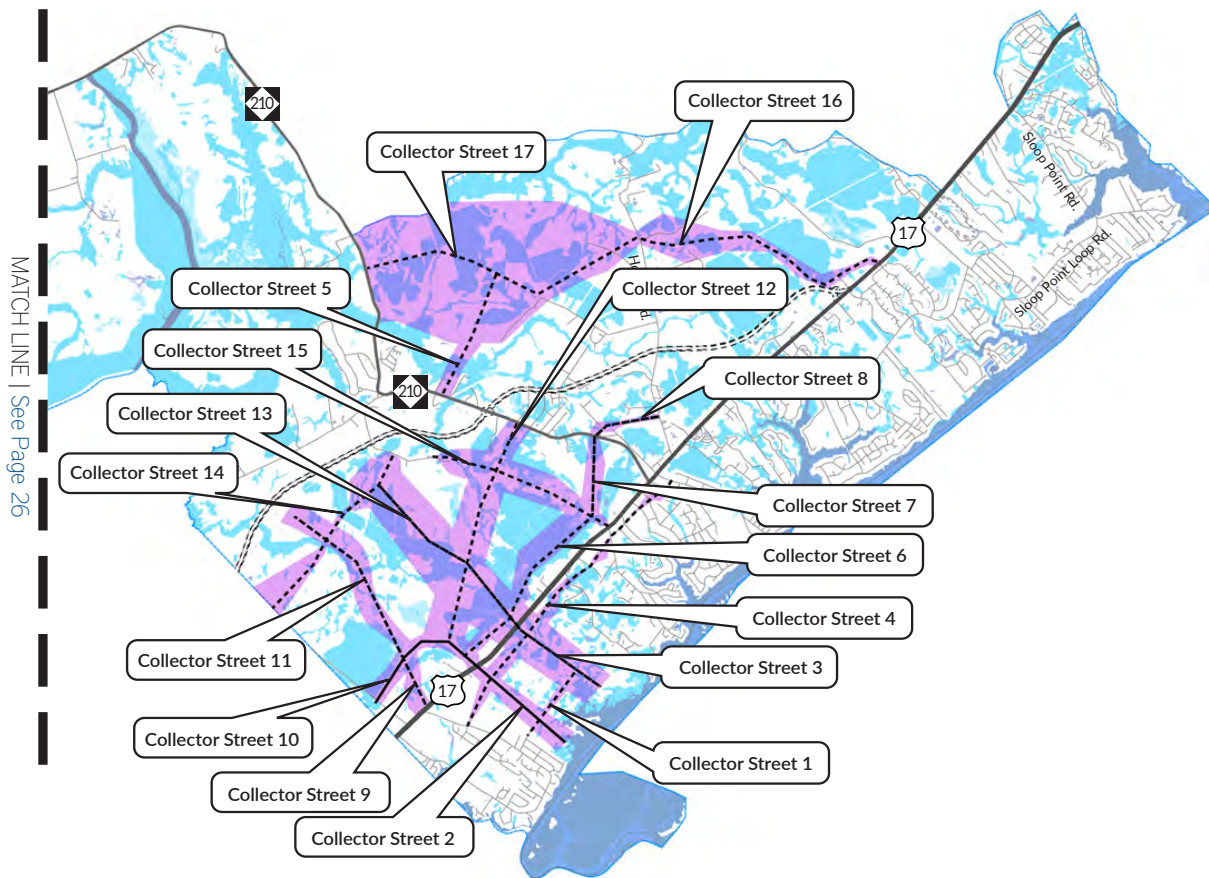
An alignment was proposed for each of the recommended collector streets, as well as a general boundary in which the collector street could be aligned. Depending on other constraints and development plans, having a proposed alignment that can then be adjusted inside a certain area provides flexibility when planning for a collector street. All proposed alignments and collector street boundaries were planned so that they

avoided smaller parcels, disruptions to established neighborhoods and communities, major wetland areas, natural areas, and preserved areas. The final set of recommendations is shown in Figure 5-1 on the following pages. Details for individual collector streets are shown in Appendix D.

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PENDER COUNTY STREETS PLAN 2021



Figure 5-1 | *Collector Streets Alignment Recommendations*

These recommendations represent a significant reduction in the mileage of collector streets from the 2016 Pender County Collector Streets Plan (the 2016 Plan), shown in Figure 2-1. The 2016 Plan recommended 245 miles of collector streets while this 2021 Plan Update (the Update) recommends 63 miles of collector streets, which is a reduction of approximately 74%. This was achieved by simplification of tiers, consolidating redundant collector streets, and retaining only the most necessary collector streets based on mathematical calculation of travel demand requirements.

The polygons corresponding to the collector street boundaries are dynamic and their geometries are likely to become more limited as more and more segments of a collector street are constructed. The scenarios on the following pages outline the method of interpretation of the collector street boundaries.

SCENARIO 1

A general area has been identified for where a collector street should be aligned. This is represented by the polygon showing all possible alignment options for a particular collector street. Parcels A, B and C represent the parcels through which the collector street needs to be aligned.

In this scenario, no part of the collector street has been constructed in parcels A, B, or C. Whichever parcel develops first can construct the collector street on its parcel with significant leeway in alignment selection as long as it falls within the polygon and it can be extended to the adjacent parcel where the same polygon passes through.

The other parcels will have to tie it into this determined alignment.

SCENARIO 2

The developer of Parcel A has decided to align the collector street in a certain way. Parcel A has confirmed with the Parcel B owner and the Planning Department that the extension of this street into Parcel B would NOT impact an environmental feature that could preclude the construction of the collector street in Parcel B.

Parcel B and C now have a reduced number of alignment options to locate the collector street on their respective parcels since the street will eventually have to connect to the alignment in Parcel A. This is determined by design speeds and local buildability conditions. This results in the shrinking of the polygon as one approaches Parcel A.



Figure 5-2 | *Polygon Scenario 1*

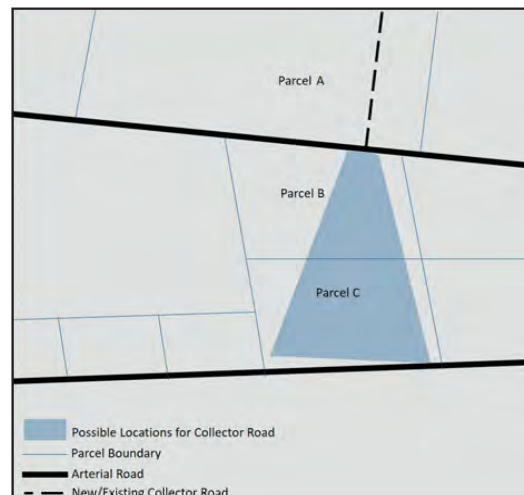


Figure 5-3 | *Polygon Scenario 2*

SCENARIO 3

In this scenario, both Parcel A and Parcel C have decided to align the collector street in a certain way within their respective parcels and the collector street polygon. The parcel owners have confirmed that extension of this street into Parcel B would not impact an environmental feature that could preclude the construction of the collector street in Parcel B.

Now Parcel B has two fixed endpoints to honor when aligning the collector street. The developer is still free to determine the internal alignment through Parcel B as long as design standards and road geometries are maintained, and the street eventually connects to the stub-outs in Parcels A and C.

Note: A stub-out is a temporary termination of a street that is intended to be extended through adjacent property in the future. Stub-outs are generally required when it is anticipated that adjacent property will need to extend the street to accommodate future development.



Figure 5-4 | *Polygon Scenario 3*

During implementation, developers should not be allowed to stub out the collector street in such a way that its extension would be burdensome to the adjacent parcels due to environmental conditions. Additional language strengthening this clause was added to the policy recommendations empowering the Planning Department to ensure overall connectivity can be achieved without disproportionate adverse impacts on any parcel.

Construction of collector streets will necessitate further strengthening of the arterial street network so that the overall roadway network will function at acceptable standards. The travel demand calculations carried out in this Update indicate the improvements listed below would be necessary to maintain acceptable levels of traffic. Detailed evaluation of these improvements should occur in a separate planning effort. Appendix E shows detailed calculations of traffic growth at key locations based on historic Average Annual Daily Traffic (AADT) data from NCDOT and a comparison with the traffic volumes in the Travel Demand Model (TDM).

1. Widening US 17 from 4 lanes to 6 lanes between I-140 and NC 210
2. Widening US 17 from 4 lanes to 6 lanes between NC 50 and US 17 Bypass
3. Widening NC 210 from 2 lanes to 4 lanes between US 17 and Island Creek Road
4. Realigning NC 210 such that it forms a T-junction with Island Creek Road*
5. Constructing an interchange on US 17 Bypass at Sidbury Road*
6. Widening Sidbury Road from 2 lanes to 4 lanes between US 17 and US 17 Bypass
7. Widening NC 210 from 2 lanes to 4 lanes between US 117 and I-40 interchange

*projects included in the WMPO's adopted Metropolitan Transportation Plan (MTP), Cape Fear Moving Forward 2045

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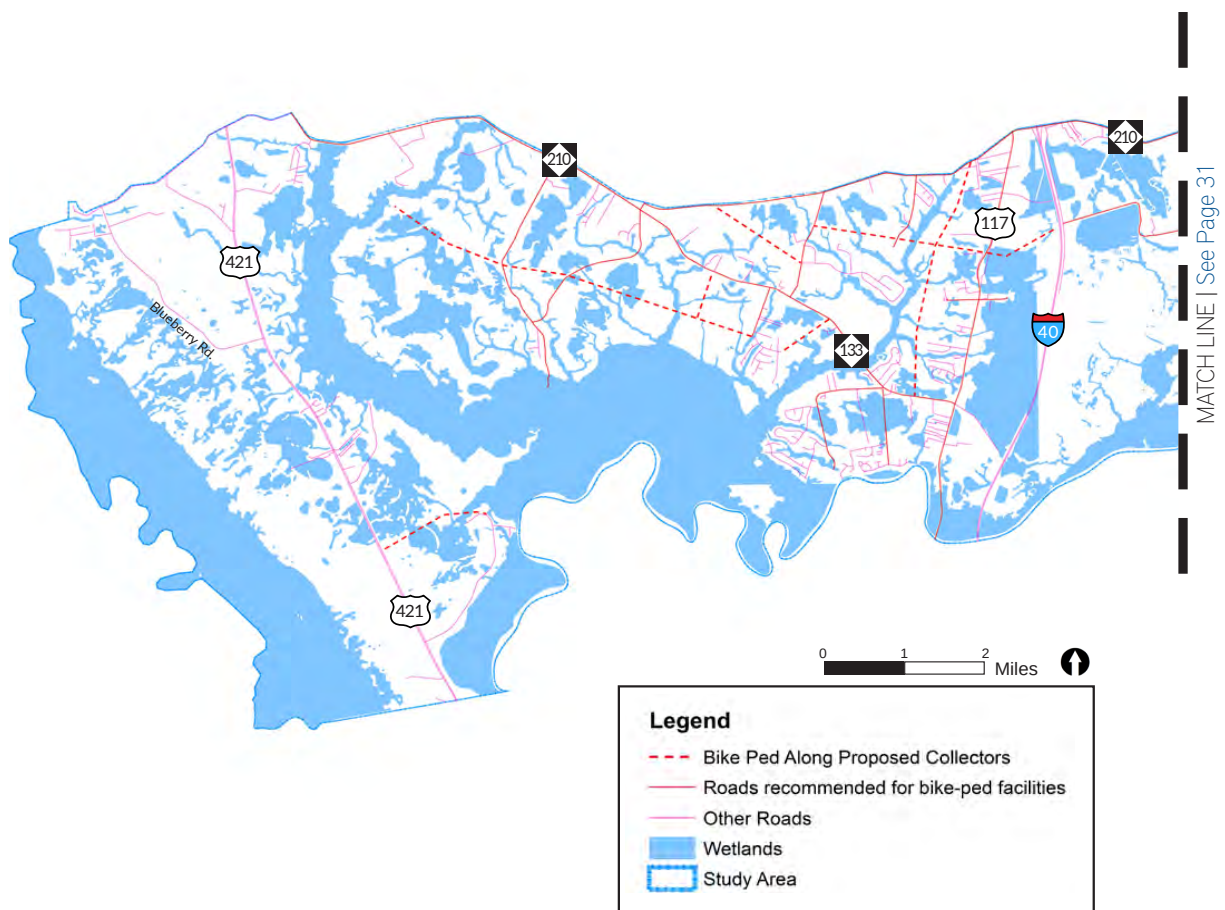
PENDER COUNTY STREETS PLAN 2021

BICYCLE AND PEDESTRIAN

Multi-use paths (MUPs) or sidewalks and bicycle lanes are proposed as part of all collector street recommendations. The eventual selection of a facility would depend upon several factors including the source of funding and adjacent facilities.

Bicycle and pedestrian recommendations were made for existing arterials or collector streets that feature existing residential development, are projected to have future residential development, and/or provide a connection between collector street recommendations.

The implementation of bicycle and pedestrian facilities on existing roadways will depend upon future development projects, future roadway improvement projects completed by NCDOT, or the availability of dedicated funding for stand-alone bicycle and pedestrian projects. Documenting proposed facilities is important so that the County may be able to utilize NCDOT's Complete Streets Policy, where NCDOT will pay for facilities in full if the proposed facilities have been previously identified in an adopted Metropolitan Transportation Plan (MTP) or Comprehensive Transportation Plan (CTP). These draft recommendations are presented in Figure 5-5 below.



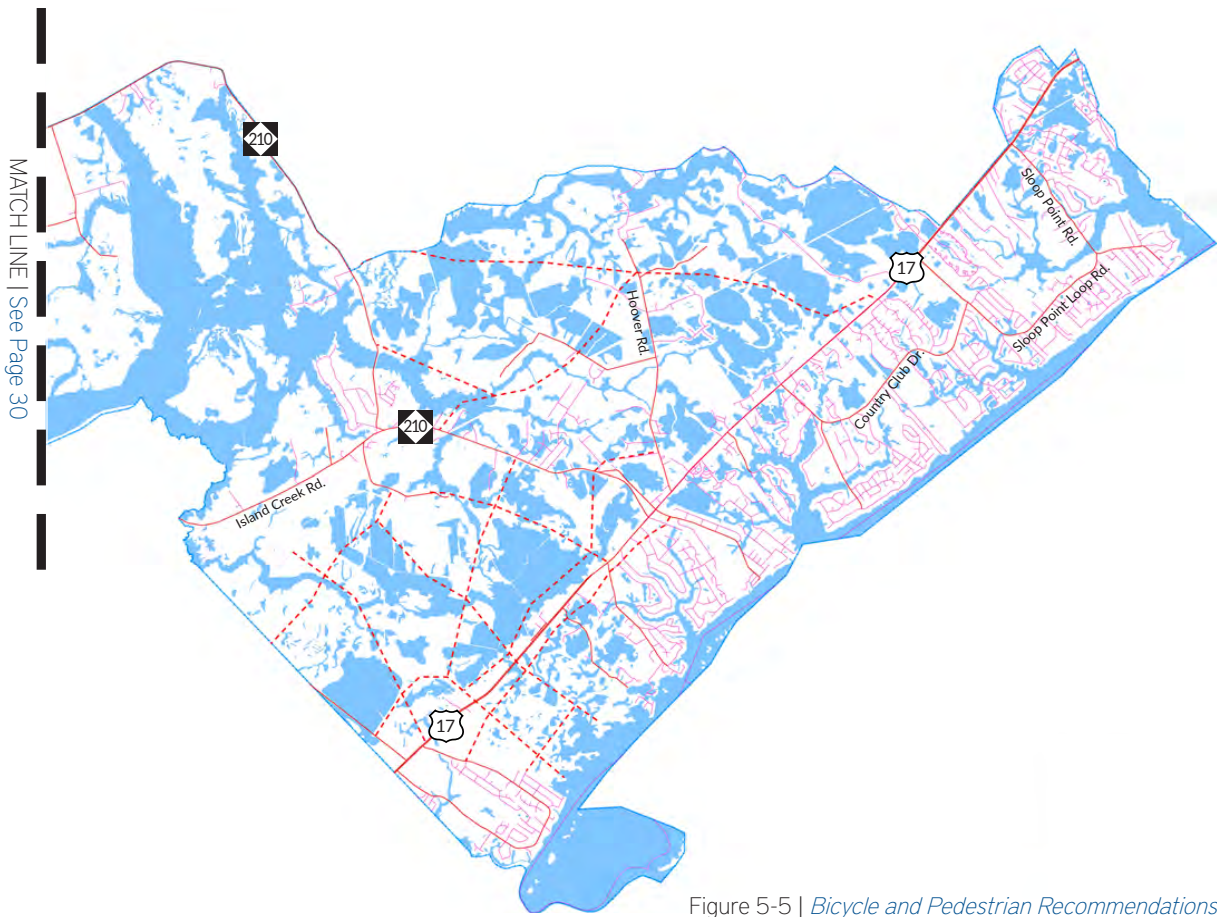


Figure 5-5 | *Bicycle and Pedestrian Recommendations*

STREET CROSS SECTIONS

This Update recommends four types of street sections to guide the design of the collector streets in southeastern Pender County. These cross-sections are not intended to be prescriptive, but provide the minimum design standards in accordance with NCDOT design criteria while affording developers flexibility in design aesthetics.

All collector streets recommended in this Update are divided into four main categories. These categories are based on NCDOT Typical Section 2F and should be designed at a minimum of 40 mph design speed (35 mph posted speed). Developers must select one of the types outlined in Table 5-1 below as a starting point which can then be expanded upon. The minimum requirements of each street cross section type are described in the sections following the table.

	A. WITH MULTI-USE PATH (MUP)	B. WITH SIDEWALK AND BIKE LANES
1. WITHOUT CURB AND GUTTER	1A	1B
2. WITH CURB AND GUTTER	2A	2B

Table 5-1 | *Types of Street Cross Sections*

TYPE 1A

Collector streets without curb and gutter with an MUP must have a minimum of:

1. Two (2) 11'-wide (minimum) travel lanes going in opposite directions
2. Two (2) 4'-wide (minimum) paved shoulders on the far sides of the travel lanes
3. 10'-wide (minimum) multi-use path (MUP) on one side of the roadway with additional 2'-wide paved shoulders on each side of the MUP (resulting in a minimum of 14' paved surface)
4. A minimum clear zone of 20' between the edge of vehicular travel lane and the interior edge of MUP. This equates to a minimum clear zone of 14' between the edges of roadway pavement (including paved shoulders) and the interior edge of MUP (including paved buffer)
5. Additional minimum dimensions as shown in Figure 5-6

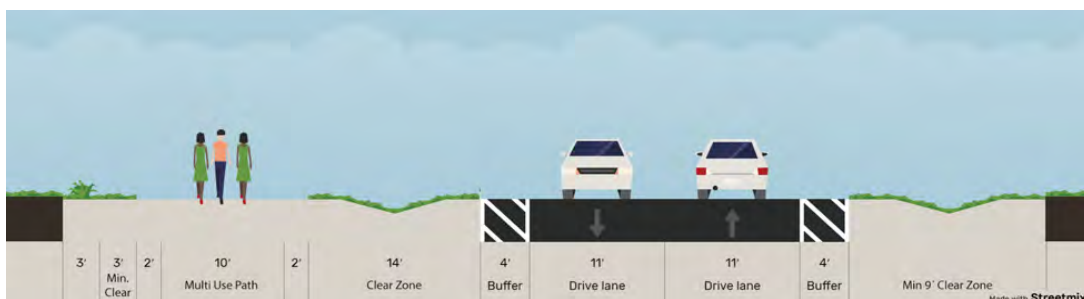


Figure 5-6 | *Street Type 1A: 2-Lane Road with MUP (without Curb and Gutter)*

NOTE

Developers can add medians, provide wider lanes, wider sidewalks, wider distances between the roadway and the sidewalk or MUP, transit bulb-outs and shelters, and other aesthetic and functional features to these base roadway cross sections. These enhancements are subject to NCDOT review.

Two out of 25 collector streets in this Update (#9 and #10) are recommended to be 4-lane based on the traffic projections. Converting any other roads to 4-lane roads is at the discretion of the developer and the Planning Department. Converting any of the four street cross section types to a 4-lane cross section will necessitate the additional features listed below and must adhere to NCDOT design criteria.

1. For Types 1A and 1B: adding a minimum 23'-wide clear zone in the median with appropriate drainage ditch and a minimum 2'-wide paved shoulder between the innermost lane and the median.
2. For Types 2A and 2B: adding a minimum 18'-wide raised median (with additional 2 1/2' curbs on each side of the median)

TYPE 1B

Collector streets without curb and gutter with bike lanes and sidewalks must have a minimum of:

1. Two (2) 11'-wide (minimum) travel lanes going in opposite directions
2. 6'-wide (minimum) bike lanes on both sides of the travel lanes
3. 6'-wide (minimum) sidewalks on both sides of the roadway
4. A minimum clear zone of 20' between the edge of vehicular travel lane and the interior edge of sidewalk. This equates to a minimum clear zone of 14' between the edges of roadway pavement (including bike lanes) and the interior edge of sidewalk
5. Additional minimum dimensions as shown in Figure 5-7

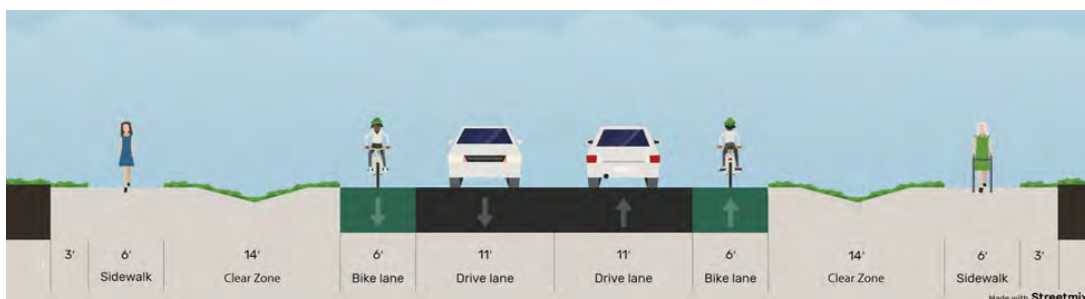


Figure 5-7 | *Street Type 1B: 2-Lane Road with Sidewalks and Bike Lanes (without Curb and Gutter)*

TYPE 2A

Collector streets with curb and gutter with an MUP must have a minimum of:

1. Two (2) 12'-wide (minimum) travel lanes going in opposite directions
2. 2 1/2'-wide (minimum) curb and gutter on both sides of paved roadway
3. 10'-wide (minimum) multi-use path (MUP) on one side of the roadway with additional 2'-wide paved shoulders on each side of the MUP (making the total width of the paved surface a minimum of 14')
4. 8'-wide (minimum) planting area between the curb and the MUP (including paved buffer)
5. 8'-wide (minimum) clear zone beyond the curb on the side of the roadway opposite the MUP
6. Additional minimum dimensions as shown in Figure 5-8

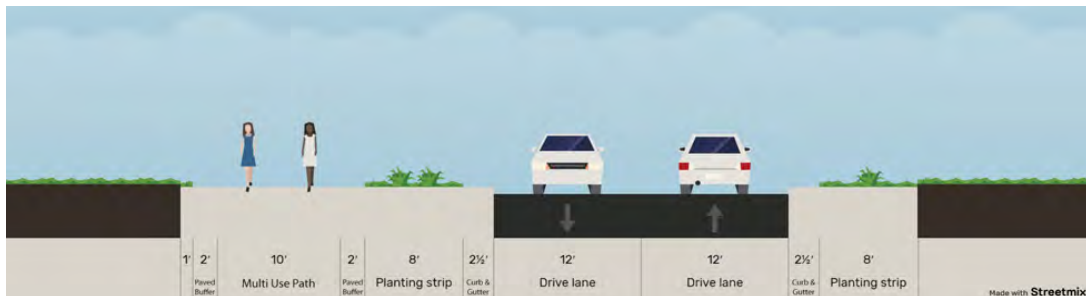


Figure 5-8 | *Street Type 2A: 2-Lane Road with MUP (with Curb and Gutter)*

TYPE 2B

Collector streets with curb and gutter with bike lanes and sidewalks must have a minimum of:

1. Two (2) 11'-wide (minimum) travel lanes going in opposite directions
2. 6'-wide (minimum) bike lanes on both sides of the travel lanes
3. 2 1/2'-wide (minimum) curb and gutter on both sides of paved roadway
4. 6'-wide (minimum) sidewalks on both sides of the roadway
5. 6'-wide (minimum) planting area between the curbs and the sidewalks
6. Additional minimum dimensions as shown in Figure 5-9

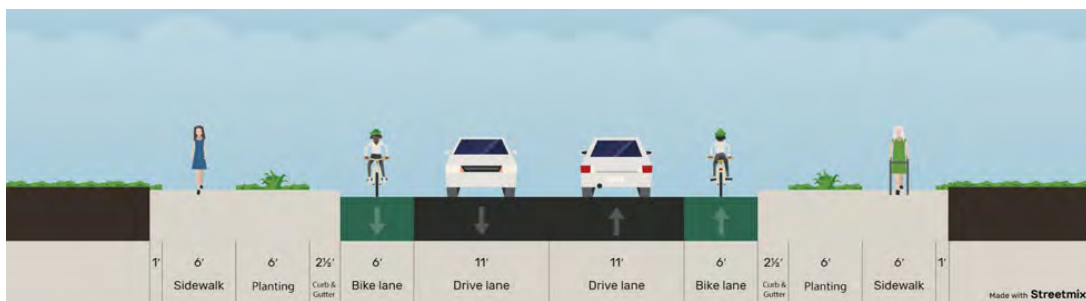


Figure 5-9 | *Street Type 2B: 2-Lane Road with Sidewalks and Bike Lanes (with Curb and Gutter)*

POLICY RECOMMENDATIONS

The 2016 Pender County Collector Street Plan (the 2016 Plan) included nine recommendations to be added to the Unified Development Ordinance (UDO) to ensure proper implementation of the Plan. These recommendations were evaluated in order to assess whether they should be retained, modified, or removed from this 2021 Plan Update (the Update).

1| STORMWATER RUNOFF MANAGEMENT

Recommendation: Stormwater BMPs and Green Streets Policies are essential in mitigating pollution and maintaining water quality, particularly in sensitive natural areas. Pender County is home to significant natural resources, which can be negatively impacted by stormwater runoff. To avoid this type of environmental degradation, stormwater BMPs are recommended to be implemented as appropriate to local conditions.

Action: To be carried forward in the Update.

Reason: This recommendation is essential for the preservation of water quality in Pender County.

Additional Notes: Two broad categories of street sections have been developed: one with curb and gutter, and one with a ditch section to provide flexibility to the developers based on availability of water and sewer infrastructure.

2| STREET SPACING STANDARDS

Recommendation: Enact a policy that creates street spacing standards for collector streets to ensure adequate cross access between land uses.

Action: To be removed as a policy recommendation.

Reason: This recommendation was a result of the methodology by which the 2016 Plan was created. The methodology used in this Update does not include standard street spacing criteria, thereby rendering this policy recommendation unnecessary.

Additional Notes: The text of the policy recommendation does not differentiate between local and collector streets. This text should also be removed from the UDO.

3| TRAFFIC IMPACT ASSESSMENT

Recommendation: A Traffic Impact Assessment (TIA) shall be required if one of the following applies to a specific site plan:

- The development generates 1,000 vehicle trips per day; or
- 100 vehicles in the AM or PM peak hour.

Action: To be carried forward in the Update.

Reason: The basis of this policy recommendation was that this requirement already exists in Pender County's current UDO.

Additional Notes: This threshold is largely consistent with other counties and municipalities throughout North Carolina.

4| NCDOT COMPLETE STREETS

Recommendation: Proposed collector streets as defined by the Collector Street Plan will adhere to the NCDOT Roadway Design Manual, including the design of multimodal facilities – i.e., proposed pedestrian and bicycle facilities must be designed and constructed to the applicable standard.

Action: To be carried over from the 2016 Plan and merged with bicycle and pedestrian facility recommendations. Bicycle and pedestrian facility design criteria will be incorporated into the updated NCDOT Roadway Design Manual anticipated to be released in Summer 2021.

Reason: This Update intends to strengthen the non-motorized network along with the collector street network and this recommendation would help to achieve that goal.

Additional Notes: Additional language added to ascertain transition between two different types of bicycle and pedestrian facilities.

5| ENVIRONMENTAL CONSERVATION POLICY

Recommendation: In order to preserve the unique natural environment in Pender County, any new development that would require the construction of a collector street as defined by the Collector Street Plan, would avoid or minimize impacts to sensitive natural areas, such as wetlands, floodplains, and areas with endangered flora/fauna.

Action: To be carried forward in the Update.

Reason: This recommendation furthers environmental protection, which is in line with the goals of this Update.

Additional Notes: Additional language added to ensure alignment of collector streets on one parcel does not encroach onto environmentally sensitive areas in adjacent parcels when the street could be extended in the future.

6| TRI-PARTY AGREEMENT

Recommendation: The Tri-Party agreement is a framework for the construction and maintenance of new pedestrian and bicycle facilities along collector streets.

Action: To be carried forward in the Update.

Reason: Although this recommendation has not yet been implemented, the inclusion of this recommendation provides a pathway for it to be included in future updates of the UDO.

Additional Notes: The inclusion of this recommendation was discussed with Pender County.

7| GENERAL CONNECTIVITY OF COLLECTOR STREETS

Recommendation: Connectivity requires that private entities coordinate across different properties to anticipate future connections between adjacent properties. Providing connectivity to nearby amenities and to the arterial system is important to avoid congestion across the transportation system. This policy requires that new collector roadways be constructed to provide connections between the collector and arterial systems.

Action: To be carried forward in the Update with additional language describing the situations and conditions.

Reason: The basis of this Update is to improve connectivity and this recommendation promotes this.

Additional Notes: This recommendation should be moved further up the list of policy recommendations.

8| BICYCLE AND PEDESTRIAN ACCOMMODATION

Recommendation: All proposed collector streets, as defined by the Collector Street Plan, shall have accommodations for bicycle or pedestrian facilities.

Action: To be carried forward in the Update.

Reason: This Update looks to strengthen the non-motorized network along with the collector street network and this recommendation would help to achieve that goal.

Additional Notes: NCDOT Complete Streets recommendation merged into this recommendation. Additional language added to ascertain transition between two different types of bicycle and pedestrian facilities within one development and across adjacent developments.

9| REDUCED PAPER STREETS

Recommendation: Encourage the construction of paper streets to the greatest extent possible; reduce the number and extent of paper streets.

Action: To be carried forward in the Update.

Reason: There are a few paper streets in the study area which need to be honored by new developments.

Additional Notes: Retention of this recommendation and the strengthening of it may result in developers planning subdivisions that take paper streets into consideration.

POLICY STRATEGIES

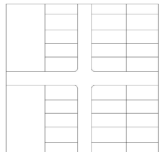
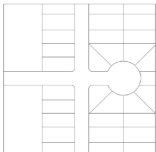
The following tables provide information for the policy measures recommended by this Update.

NOTE: The Planning Department should consult with the County's attorney before any or all of the sample language on the following pages is added to the UDO.

CONNECTIVITY AND CONTIGUITY OF COLLECTOR STREETS	
Description/ Purpose	Connectivity requires that private entities coordinate across different properties to anticipate future connections between adjacent properties. Providing connectivity to nearby amenities and to the arterial system is important to avoid congestion across the transportation system. This policy requires that new collector streets be constructed to provide connections between the collector and arterial systems. As new development is programmed, this policy would require that collector streets are not closed off, but are "stubbed out" to ensure that future roadway construction can tie back into the public roadway network. Essentially, this policy stipulates that no collector street can dead end. In addition to the contiguity of collector streets, this policy is also designed to ensure contiguity of bicycle and pedestrian infrastructure.
Target Performance Measure	Each new development needs to provide connections to another collector or arterial, or shall provide a signed stub-out to allow future connections as new development occurs. All practical connections must be included. No collector street should be discontinued without signage (i.e., Future Connection)

CONNECTIVITY AND CONTIGUITY OF COLLECTOR STREETS	
Sample Language	All recommended collector streets have been designed in anticipation of future growth and connectivity requirements of the area. For each collector street recommendation, there is a corresponding polygon representing the boundaries of possible alignments. All new developments in the parcels that contain the collector street polygons are required to build collector streets unless the requirement has been waived by Pender County Planning and Community Development (Planning Department). The Planning Department shall evaluate the proposals of waiver and shall provide waivers based on their assessment keeping in mind the following criteria: 1. Redundancy: A collector street segment located on adjacent parcel has fulfilled the connectivity intent in such a way that constructing it on the parcel in question will create a parallel redundant collector street. 2. Discontinuity: An adjacent parcel has constructed a collector street that does not stub-out to the parcel in question and hence constructing it on the parcel in question will create a discontinuous segment of the collector street. 3. Futility: There is no possibility of a future connection between the parcel in question and another discrete segment of the same collector street even with a bridge, or other structure and hence constructing it on the parcel in question will be futile. 4. Impossibility: If a large portion of the parcel is unbuildable because of local environmental features, it may not be possible to appropriately route the collector street in that parcel. In cases where a section of the collector street polygon passes through multiple parcels of land in such a way that the collector street can be aligned on any of those parcels without compromising the overall connectivity intent, the Planning Department shall decide which parcel is most appropriate to route that collector street. The following criteria must be kept in mind while making that decision: 1. Road geometry. 2. Local environmental and buildability conditions. 3. Relative parcel sizes and assessment of undue disadvantage to smaller parcels. A collector street shall be located within the corresponding polygon and shall connect to any one of the following: 1. Adjacent land at a location that allows the continuation of the collector street onto the adjacent property as a temporary stub-out. 2. Another collector street or another, higher-level (e.g., arterial) street. 3. At least two local streets in case a collector street ends in a property without a recommended connection to either adjacent property or a higher-level street. This connection can be made using an intersection or a roundabout with 3 local streets, a Y-junction, T-junction, or a roundabout with two local streets. Collector streets cannot transition into only one local street.

CONNECTIVITY AND CONTIGUITY OF COLLECTOR STREETS	
Sample Language, continued	In instances where the collector street cannot be constructed in its entirety, a temporary turnaround at the end of the street, which shall be reviewed and approved by NCDOT, is required. Stub-outs shall be adequately signed at the time of final plat recordation, with an easement recorded to the adjacent parcel, and their existence shall be noted on all subdivision plats and deed documents. The alignment of a collector street shall be such that its continuation to the adjacent parcel does not encounter environmental features (floodplains, wetlands etc.) that can create a barrier for the continuation of the street in future. The Planning Department shall be empowered to disallow any collector street alignment that can cause an avoidable undue burden to the adjacent parcel (stream crossing, environmental mitigation, etc.). This may require coordination with owners of adjacent parcels and the Planning Department. All plat drawings shall indicate the extents of the collector street polygons if any part of a polygon is located on any of the parcels for which the plat drawings are prepared.
Additional Notes	The Planning Department should weigh the burden on each parcel against the overall goal of connectivity and make the appropriate decision. While it is easy to prescribe a roadway alignment for an area, it is impossible to evaluate each parcel at a planning level to determine exact alignment and hence, a case-by-case analysis becomes important. It is equally important to achieve connectivity goals while avoiding undue burden to small, more vulnerable parcels. This does not mean that all smaller parcels get a waiver from the requirement that collector streets be routed through them, but that all options should be evaluated before a decision is made. The County shall allow for improvements associated with the installation of a collector street to be phased within the construction of a development in accordance with existing performance guarantee processes. The County may consider development agreements for a number of reasons, including but not limited to the construction of collector streets. The County should consider modifying density calculations or adding a density bonus when a collector street is to be constructed as part of a development proposal. Such changes, if implemented, shall be weighted in accordance with the length of the collector street(s) to be constructed.

CONNECTIVITY AND CONTIGUITY OF LOCAL STREETS	
Description/ Purpose	When neighborhoods lack sufficient local street connectivity to adjacent parcels in all directions, they increase travel distances and force all trips through collector streets. These artificially inflated travel distances increase traffic while making it impractical to walk or bike. Higher connectivity also reduces emergency response times. The most effective way to improve local connectivity is to encourage smaller block sizes, which in turn can be achieved by minimizing cul-de-sacs and encouraging street connections to adjacent parcels. Cut-through traffic can be discouraged by traffic-calming and slowing measures. Cul-de-sacs must be required to provide through connections for bicycles and pedestrians. Current regulations stipulate that for a development with more than 30 units, at-least two access roads are required. This requirement should be expanded in such a way that for single family residential, each additional number of units of a certain multiple requires one additional access road be provided. Contiguity of the local streets will also ensure contiguity of bicycle and pedestrian infrastructure. Based on local conditions, if a two-way local street is not feasible, a minimum connection should be provided to ensure bicycle and pedestrian network contiguity.
Target Performance Measure	Each new development needs to provide local street connections to all adjacent parcels wherever feasible or shall provide a signed stub-out to allow future connections as new development occurs. All practical connections must be included. Local street connections to adjacent properties shall be provided such that a block length of 1500 feet in low density areas, 1000 feet in medium density areas and 500 feet in high density areas is maintained. No local street should be discontinued without signage (i.e., Future Connection)
Sample Language	A network of interconnected streets providing both external and internal connectivity is required for all types of new development. This network can be constructed with either public streets or private streets as allowed. All existing street stub-outs from adjacent developments shall be extended into the development with proper road geometry. Continuation of such streets through the development is encouraged, and ending these streets with a T-junction or a T-junction with a cul-de-sac across is discouraged.  Encouraged  Discouraged

CONNECTIVITY AND CONTIGUITY OF LOCAL STREETS

Sample Language, continued

A block is defined as a piece of land bounded by roads on all sides. Recommended block length for residential land uses is as follows:

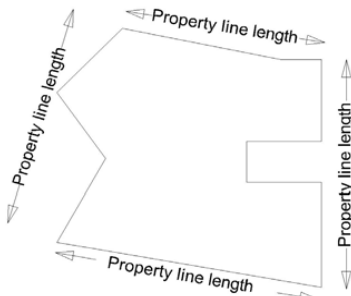
≤1 dwelling unit per acre	1,500 feet
>1 and ≤4 dwelling units per acre	1,000 feet
>4 dwelling units per acre	600 feet

Additional new local street connections shall be required to ensure that the overall block dimensions of the region adhere to the dimensions listed above.

Measure the length of each property boundary and divide by the appropriate preferred block length spacing to determine the overall number of blocks required along that boundary. Round down to the nearest whole number. This is the required number of block faces along that boundary. Where the result is less than two but the property line length exceeds the recommended block length, one street is required.

Where an odd-shaped parcel has a series of boundary segments shorter than the preferred block length, but separate blocks would be required if the site is measured across (as opposed to along the boundary segments), then a local street shall be required. Where the extension of non-local and adjacent local streets creates a street network that meets the required number of blocks, no additional new streets are required. If the distance from the nearest adjacent street to the parcel boundary exceeds the maximum block length, then a street may be required.

If any property boundary abuts an environmental feature where any connection to the adjacent parcel is not feasible, the block length requirements may be relaxed by explicit consent of the Planning Department.



$$\text{No. of External Street Connections at each side} = \left(\frac{\text{Property line length}}{\text{Recommended Block length}} \right) - 1$$

Construct new local streets where additional streets are required to create the blocks calculated above, including any required stub streets or half streets. When the property abuts a local street, begin by aligning, where possible, with streets or driveways across the local street to create four-way intersections.

CONNECTIVITY AND CONTIGUITY OF LOCAL STREETS	
Sample Language, continued	Stub-outs shall be adequately signed at the time of final plat recordation, with an easement recorded to the adjacent parcel, and their existence shall be noted on all subdivision plats and deed documents. In cases where the existing development in an adjacent parcel completed construction before financial year 2021, and a planned stub-out was not constructed up to the property line of the adjacent parcel, the developer must build the portion of the stub-out in the adjacent parcel up to the common parcel boundary so that there is no gap between the previous stub-out and its extension to the proposed development. The street connecting to the stub-out in the adjacent parcel should be constructed such that vehicles, and non-motorized modes, do not experience a gap in pavement while going from one development to another using the said street. Once the external streets are created, they should be connected internally, and a network should be created in a way that the average of the block lengths for the entire site does not exceed the recommended block length listed above. Cul-de-sacs should be discouraged since they increase the overall block length. The maximum permissible length of a cul-de-sac is 500 feet. The alignment of the local streets shall be such that its continuation to the adjacent parcel does not encounter environmental features (floodplains, wetlands etc.) that can create a barrier for the continuation of the street in future. The Planning Department shall be empowered to disallow any local street alignment that can cause an avoidable undue burden to the adjacent parcel (stream crossing, environmental mitigation, etc.). This may require coordination with owners of adjacent parcels and the Planning Department.
Additional Notes	If a collector street passes through a parcel, some of these requirements may be relaxed by the Planning Department after assessing the overall impacts to connectivity in the area.

TRAFFIC IMPACT ASSESSMENT REQUIREMENT	
Description/ Purpose	NCDOT requires that Traffic Impact Assessments (TIAs) be conducted for developments forecast to generate 3,000 vehicle trips per day (vpd). Pender County requires a lower threshold, 100 vehicle trips during the AM or PM peak hour or 1,000 vpd. This policy ensures that the arterial system in Pender County is not unduly burdened without understanding the impacts of the proposed development to the existing system.

TRAFFIC IMPACT ASSESSMENT REQUIREMENT	
Target Performance Measure	Require new developments forecasted to generate over 100 trips during the AM or PM Peak hour or 1,000 vpd to conduct a TIA. The TIA is a useful assessment tool that can have an expanded range and different levels of considerations to make it more suitable for use on collector streets. TIA reports are a critical part of the development review and approval process, as they are the primary tool for identifying the potential net effects from a development proposal. The standard 1,000 vpd threshold that can trigger a TIA represents a significant fraction (8%- 10%) of the total capacity of a collector street. A significant increase in traffic on a collector street can reduce functional integrity and public purpose. A traffic study should consider all modes of travel including vehicles, transit, bicyclists, and pedestrians.
Sample Language	A Traffic Impact Assessment (TIA) shall be required if one of the following applies to a specific site plan: 1. The development generates 1,000 vehicle trips per day (vpd); or 2. 100 vehicles in the AM or PM peak hour. This requirement applies to all phases of a proposed development. Other stipulations regarding internal capture, trip generation, trip distribution, and peak hour factors will be part of the basic requirements of the TIA. It is recommended to assess and quantify the cumulative impact to the roadway network and establish processes to address additional traffic created as a result of additional development.
Additional Notes	With substantial development likely to occur in the study area in the next decades, establishing robust measures to ensure that back access is created to new developments along US 17 is of paramount concern. Traffic is already high on US 17 and the provision of multiple developments without adequate cross-access to other roadways in the area will only worsen existing traffic issues. This measure is a requirement.

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PENDER COUNTY STREETS PLAN 2021

COLLECTOR STREETS DESIGN STANDARDS AND REQUIREMENTS	
Description/ Purpose	In addition to the contiguity of routing the collector streets, it is equally important that their cross section types and other design aspects be kept as consistent as possible.
Target Performance Measure	Each collector street, despite passing through different parcels, is designed such that the user experience is not impacted. Each collector street has seamless transitions between different street section designs despite being constructed over different periods of time by different developers. Bicyclists and pedestrians can use long contiguous stretches of non-motorized infrastructure facilities (MUP, sidewalks, bike lanes) without the need of multiple crossovers, missing sections, etc. The collector street is capable of functioning at Level of Service (LOS) E at peak hours, with better LOS at off peak hours. Note: LOS is a qualitative measure used to relate the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measure like vehicle speed, density, congestion, etc.

COLLECTOR STREETS DESIGN STANDARDS AND REQUIREMENTS

Sample Language	All collector streets must be designed at a minimum of 40mph design speed (35 mph posted speed). This includes curvatures, signage distances, lane tapers and all other engineering requirements as required by NCDOT. Additional traffic studies may be required to determine whether auxiliary turning lanes should be provided at the intersections with local, collector, or arterial roads. Driveways and intersections should be no less than 500 feet apart unless there is/are parcel(s) that will not have feasible access to another roadway besides the collector street. The Planning Department will review these instances on a case-by-case basis and will work with developers to ensure that the majority of driveways will primarily be accessed by local streets. All collector streets must meet the minimum design standards of at least one of the four street cross section types detailed in the Collector Street Plan. Should the developer choose to go beyond the minimum street cross section design criteria, the street cross sections should appropriately transition back to the minimum design standards (of the appropriate street cross section type) at the stub-outs to avoid undue burden to the adjacent parcels. The collector streets shall be continued from stub-outs of adjacent parcels using the same cross section design as the stub-out, which shall not deviate from one of the four street cross section types shown in the "Street Cross Sections" portion of the Collector Street Plan. For any collector street, the street cross section changes that necessitate transitions between MUP on one side and sidewalks and bicycle lanes on both sides shall be kept to a minimum to provide seamless access to cyclists and pedestrians with minimal crossovers. Such transitions, if required, shall be encouraged at collector-collector and collector-arterial intersections. Such transitions shall be avoided at collector-local intersections. High-visibility crosswalks built to NCDOT standards with proper Americans with Disabilities (ADA) accommodations shall be provided at all collector-local, collector-collector, and collector-arterial intersections.
Additional Notes	Strengthening the non-motorized infrastructure may result in people switching from cars to other modes for short trips. The key is well-maintained, seamless, and safe pedestrian and bicycle infrastructure.

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PENDER COUNTY STREETS PLAN 2021

BICYCLE AND PEDESTRIAN ACCOMMODATION WITH NCDOT COMPLETE STREETS GUIDELINES	
Description/ Purpose	As Pender County develops, the demand for safe, comfortable bicycle and pedestrian facilities will continue to increase. This policy requires the accommodation of non-motorized users along collector streets, particularly in areas close to residential developments, schools, or parks. The network of facilities for pedestrians and bicyclists will become a high-quality amenity in the County. Beyond health- and mobility-related benefits, one additional advantage of accommodations for bikes/pedestrians is preservation of capacity along the roadways with reduced vehicular use (active modes of transportation). The NCDOT Roadway Design Manual (anticipated summer 2021 release) provides guidance on the design and construction of streets that accommodate all users of the transportation system, including bicyclists, pedestrians, transit users, and motorists. This policy would require implementing a Complete Streets approach in new street design and construction in areas where bicycle and pedestrian amenities are programmed in the adopted Collector Street Plan.
Target Performance Measure	Connect key destinations, including schools, parks, commercial centers, and residential developments with pedestrian and bicycle amenities. Proposed collector streets should be designed to Complete Streets standards to accommodate pedestrians and bicyclists when these facilities are recommended in the adopted Collector Street Plan.
Sample Language	All recommended collector streets, as defined in the adopted Collector Street Plan, shall have accommodations for bicycle or pedestrian facilities. Requirements for bicycle or pedestrian facilities will be made in accordance with the design criteria outlined in the Collector Street Plan. Any deviation from the aforementioned designs shall adhere to the minimum bicycle and pedestrian infrastructure design standards specified by NCDOT. Other bicycle and pedestrian facilities will be considered if required by existing planning documents. Proposed collector streets as defined by the Collector Street Plan will adhere to the NCDOT Roadway Design Manual, including the design of multimodal facilities – i.e., proposed pedestrian and bicycle facilities must be designed and constructed to the applicable standard. The contiguity of the type of bicycle and pedestrian facilities shall be maintained in accordance to the requirements outlined in the “Connectivity and Contiguity of Collector Streets” section of the policy recommendations.

BICYCLE AND PEDESTRIAN ACCOMMODATION WITH NCDOT COMPLETE STREETS GUIDELINES

Additional Notes	The inclusion of sidewalks/pedestrian paths/bikeways on all collector streets should be viewed as a required minimum standard. This measure is based on a stated desire from the public and other adopted plans in the County to include more pedestrian and bicycle facilities along roads in the Collector Street Plan study area. Construction of new roadways or upgrades to existing roadways should be to the standards indicated in the NCDOT Roadway Design Manual and in this Update.
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STORMWATER/GREEN STREETS POLICY REQUIREMENT

Description/ Purpose	Stormwater and Green Streets Policies can help ensure stormwater Best Management Practices (BMPs) are implemented, safeguarding precious natural resources, ensuring water quality, and preventing infrastructure maintenance issues. Both NCDOT and the North Carolina Department of Natural and Cultural Resources (DNCR) provide guidance regarding stormwater BMPs. In Pender County, shellfish habitat can be negatively affected as nutrient rich runoff from roads and other impervious surfaces enters streams, rivers, and wetlands. Safely treating stormwater runoff is important in terms of maintaining critical wildlife habitats and ensuring water quality for plant, animal, and human uses.
Target Performance Measure	Pender County will implement a community education campaign regarding the importance of stormwater mitigation; develop a stormwater management master plan with a focus on the reduction of runoff volumes (as stated in Pender 2.0: Comprehensive Land Use Plan); and explore the possibility of providing incentives to developers for providing stormwater BMPs which will enhance the standard level of treatment. All provisions should be developed and articulated in the Stormwater Management Master Plan.
Sample Language	Stormwater BMPs and Green Streets Policies are essential in mitigating pollution and maintaining water quality, particularly in sensitive natural areas. Pender County is home to notable natural resources, which can be negatively impacted by stormwater runoff. To avoid this type of environmental degradation, the implementation of stormwater BMPs is recommended to be implemented as appropriate.
Additional Notes	This measure ensures a rigorous implementation of stormwater BMPs and establishes a regulatory framework to require stormwater BMPs where appropriate. Providing stormwater BMPs around critical surface waters and watershed areas can help mitigate water quality issues.

ENVIRONMENTAL CONSERVATION POLICY	
Description/ Purpose	Extending outward from the need to create interconnected populations (streets and greenways) and a reduced footprint from water quality/quantity impacts is the desire to create interconnected ecologies. This practice is called “landscape ecology,” a subset of conservation biology which requires the consideration of green space interconnectivity to provide habitat for species, green spaces for people, and the preservation of the rural character that is valued in Pender County. Large, protected areas like parks and preservation zones need to be connected with “stepping stone” areas that allow the movement of wildlife and promotion of biodiversity. It is recommended to develop a “Greenprint” that shows areas that would be preserved based on utility (or lack thereof) to private development; linkages to large, protected areas; and biologically diverse habitat (e.g., streams, older-growth forests). Future developments would incorporate these green areas into their plans as part of open space requirements; additional space provisions could be rewarded through clustering bonuses that allow a higher intensity of development elsewhere on the site.
Target Performance Measure	Avoid sensitive natural areas to the degree possible when programming new development or reserving road right-of-way (ROW).
Sample Language	In order to preserve the unique natural environment of Pender County, any new development that would require the construction of collector streets as defined by the adopted Collector Street Plan, shall avoid or minimize impacts to sensitive natural areas, such as wetlands, floodplain, and areas with endangered flora/fauna. Additional justification (i.e., Corps Delineation, etc.) or other additional resources may be necessary.
Additional Notes	In some cases, development will necessarily encroach into sensitive natural areas. Avoiding these areas is strongly recommended, but may not always be feasible or even desirable to do so.

TRI-PARTY AGREEMENT	
Description/ Purpose	The Tri-Party agreement is a framework for the construction and maintenance of new pedestrian and bicycle facilities along collector streets. While NCDOT would ultimately maintain the street, all maintenance and liability costs for the construction and maintenance of pedestrian and bicycle facilities would be borne by Pender County or the Homeowner’s Association (HOA) until construction was complete. At that point, maintenance would be transferred to the HOA or other qualified party, absolving both NCDOT and Pender County from any liability or maintenance relating to the pedestrian and bicycle amenity.

TRI-PARTY AGREEMENT	
Target Performance Measure	Negotiate and implement the Tri-Party agreement with NCDOT. (See Appendix F) Inform affected development community/HOA that this agreement may be warranted for specific situations related to the implementation of bicycle or pedestrian facilities.
Sample Language	NCDOT may maintain the multimodal (bicycle and pedestrian) facilities if the following conditions are met: 1. NCDOT's local Division agrees on the facility design to ensure that they are able to maintain it after construction. 2. It is located in an unincorporated area 3. Developer is turning the ownership of the road with multimodal facilities over to NCDOT 4. Multimodal facilities are within the NCDOT ROW post handover. These conditions were inferred from the NCDOT Complete Streets Implementation Guide and conversations with NCDOT. Multimodal facility maintenance on collector streets will need to be decided on a case by case basis. For facilities that do not meet these conditions, details of the tri-party agreement can be seen Appendix F.
Additional Notes	The Tri-Party Agreement is fundamental to constructing and maintaining pedestrian and bicycle amenities in the study area. Implementing and abiding by this agreement would be a requirement in situations where bicycle and pedestrian amenities are planned to be constructed.

REDUCED PAPER STREETS	
Description/ Purpose	A paper street is a "street shown on a recorded plan but never built on the ground" (Shapiro v. Burton, 23 Mass. App. Ct. 327, 328, 1987). These anticipated roads are shown in planning documents or on plats currently on record. This policy requires that platted ROW becomes built to NCDOT standards to ensure connectivity is implemented.
Target Performance Measure	Encourage the construction of existing paper streets to the greatest extent possible; reduce the number and extent of new paper streets.

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PENDER COUNTY STREETS PLAN 2021

REDUCED PAPER STREETS	
Sample Language	All platted site plans must honor paper streets, reserving ROW and ensuring that streets can be constructed to NCDOT standards. Paper streets must be preserved until such time as they are constructed. Changing or realigning paper streets will require the developer to obtain all required permissions from the owners of all the parcels that are affected by the changes proposed by the developer.
Additional Notes	Proper ROW preservation/width is needed to ensure implementation of an adequate street system with the appropriate non-motorized facilities.

CONCLUSION

The recommendations presented in this document are based on a thorough analysis of Pender 2.0: Comprehensive Land Use Plan, the existing built and natural environment, and stakeholder and public input. These recommendations are purposefully developed to provide flexibility to both Pender County and the development community to build a safe and efficient multimodal transportation network while recognizing the constraints present within individual parcels, adjacent development, and natural resources.