Pender County

Agenda

Board of County Commissioners Meeting
Monday, August 2, 2021 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION			
3.	PLEDGE OF ALLEGIANCE			
4.	ADOPTION OF AGENDA Excuse Commissioner Piepmeyer from the meeting			
5.	PUBLIC INFORMATION			
	5.1.	County Trade Pull Factors and Tier Status 2020 Review County Trade Pull Factors and Tier Status 2020	Seitz	5 - 6
6.	PUBLIC COMMENT			
7.	CONSENT AGENDA			
	7.1.	Approval to carry over Purchase Orders for Defender Ammo and Dana Safety Supply, Inc in the amount of $6,818.17. Carry over Purchase Order for Dana Safety Supply Inc. - Pdf	Cutler	7 - 10
	7.2.	Approval to carry over Purchase Order for AmChar Wholesale in the amount of $4,343.30 Purchase Order for AmChar Wholesale carried over - Pdf	Cutler	11 - 12
	7.3.	Approval of a Purchase Order to DISYS Solutions Inc (DSI) for Cisco SmartNet Support & Maintenance Renewal in the amount of $ $52,122.95. PO to purchase DISYS Solutions Inc - Pdf	Harvey	13 - 28
	7.4.	Approval of Tax Releases and Refunds July 2021 Releases and Refunds - Pdf	Pound	29 - 32
	7.5.	Approval of minutes July 12, 2021 July 12, 2021 minutes - Pdf		33 - 64
8.	APPROVALS AND RESOLUTIONS			
	8.1.	Approval to carry over two Purchase Order for Fairway Ford in the amount of $447,054.58. Carry over Purchase Orders for Fairway Ford - vehicles - Pdf	Cutler	65 - 67
	8.2.	One NC Fund Grant - Project No. 2018-23033 One NC Fund Grant	McEwen	69 - 96
	8.3.	Resolution to approve MOA re proceeds from opioid settlement Resolution opioid settlement proceeds - Pdf	Thurman	97 - 137

	8.4.	Resolution to request to move Contract Dentist position for the Mobile Dental Unit to a Pender County employee Contract Dentist - Pdf	Moser	139
	8.5.	Shiloh Columbia VFD 50th Anniversary Fireworks Display Shiloh Columbia VFD Fireworks	Batson	141
	8.6.	Approval of Budget Amendment and Purchase Order to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $100,534. GHSP-year 2 - Pdf	Cutler	143 - 151
	8.7.	Approval of Budget Amendment and Purchase Order in the amount of $40,000.00 for the purchase of vehicles. vehicle purchase - Pdf	Cutler	153 - 154
	8.8.	Fire Department Tax Distribution Plan Fire Tax Distribution - Pdf	McEwen	155 - 156
	8.9.	Petition for a Road Addition Petition for Road Addition - Pdf	McEwen	157 - 160
	8.10.	Proclamation to Declare September 18, 2021 as Cape Fear Community College Day Proclamation - Pdf	McEwen	161 - 162
9.	DISCUSSION			
10.	APPOINTMENTS			
	10.1.	Reappointment Cape Fear Community College Board of Trustees Reappointment of Zander Guy - Pdf	McEwen	163
11.	MAPLE HILL WATER AND SEWER DISTRICT			
	11.1.	Approval of Change Order for Maple Hill-ONWASA Water Interconnection Project for $16,900 and Associated Purchase Order Revisions ChangeOrder_MapleHillWaterInterconnectionsProject - Pdf	Keel	165 - 182
12.	ROCKY POINT WATER AND SEWER DISTRICT			
	12.1.	Resolution Accepting the Deed of Dedication of water distribution system for Wyndwater Phase 4B and Salters Haven Phase 2 Resolution_DeedofDed_Wyndwater4B_SaltersHaven2_RPTWSD - Pdf	Keel	183 - 198
13.	SCOTTS HILL WATER AND SEWER DISTRICT			
	13.1.	Resolution Accepting the General Utility Easement at Pender EMS & Fire Station 18 for Elevated Water Tank and Well ResolutionForWaterTankEasement_SHWSD - Pdf		199 - 205
	13.2.	Resolution Accepting the Deed of Dedication of water distribution system for the Initial Portion of Blake Farm Boulevard Resolution_DeedofDed_BlakeFarmBlvd_SHWSD - Pdf	Keel	207 - 214
14.	MOORES CREEK WATER AND SEWER DISTRICT			
15.	CENTRAL PENDER WATER AND SEWER DISTRICT			

16. PENDER COUNTY BOARD OF HEALTH
17. SOCIAL SERVICES BOARD
18. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS
19. CLOSED SESSION (IF APPLICABLE).
20. ADJOURNMENT

Pender County
County Trade Pull Factors and Tier Status Update

TO:	Public Information
FROM:	Mark Seitz
DATE:	August 9, 2021
SUBJECT:	County Trade Pull Factors and Tier Status 2020 Review

SUMMARY:
Legislation dictates how the NC Department of Commerce ranks counties based on their level of economic distress in three tiers. Tier 3 is classified as the least economically distressed and Tier 1 is most economically distressed. County Trade Pull Factors offer an additional tool to help clarify a county's economic status. This presentation will provide commissioners and other legislators an additional measure that could be used to determine a county's tier designation.

ACTION REQUESTED:
None.

ATTACHMENTS:
CTPF & Tier Designation Presentation to Pender County Commissioners

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 2, 2021
SUBJECT:	Approval to carry over Purchase Orders for Defender Ammo and Dana Safety Supply, Inc in the amount of $6,818.17.

SUMMARY:
Pender County Sheriff's Office is requesting to have two Purchase Orders for Dana Safety Supply, Inc and for Defender Ammo carried over to Fiscal Year 22 for the purchase of Ammunition.
During this past year and COVID, ammunition was very hard to find to purchase and the production of ammunition has almost come to an halt. Pender County Sheriff's Office would like to request to have these funds to purchase ammunition for the department.

These funds will come from account 510-0405500.
Purchase Order# 792
Purchase Order# 248
Purchase Order# 732

PURCHASE ORDER

00000792-00 FY 2021 H

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449

BURGAW , NC 28425

VENDOR

Dana Safety Supply, Inc

PO Box 117297

Atlanta, GA 30368-7297

Tel# 800-845-0045

SHIP TO

PENDER CO SHERIFF DEPT H
605 E. FREMONT ST

BURGAW, NC
28425

Requisition
970

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/25/21	022670			SHERIFF

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Winchester 12ga 2 3/4 in 9 pellet 00bk ammo	8.00	EACH	138.670	1,109.36
002	Winchester12ga 2 3/4 in R/S reduced recoil ammo	8.00	EACH	132.790	1,062.32
003	Winchester .40 SW 180 grain JHP T series ammo	10.00	EACH	151.310	1,513.10
004	Winchester .40 SW 165 grain FMJ flatnose ammo	20.00	EACH	108.890	2,177.80
				PO TOTAL	5,862.58

** END OF REPORT - Generated by Jennifer Coleman **

PURCHASE ORDER

00000248-00 FY 2021 H

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449

BURGAW , NC 28425

VENDOR

Dana Safety Supply, Inc

PO Box 117297

Atlanta, GA 30368-7297

Tel# 800-845-0045

SHIP TO

PENDER CO SHERIFF DEPT H
605 E. FREMONT ST

BURGAW, NC
28425

Requisition
339

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/08/20	022670			SHERIFF

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Wnchester - 5.56 NATO 55/223 REM GRN FMJ, 1000 rounds	3.00	EACH	318.530	955.59
				PO TOTAL	955.59

** END OF REPORT - Generated by Jennifer Coleman **

PURCHASE ORDER

00000732-00 FY 2021 H

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449

BURGAW , NC 28425

VENDOR

Defender Ammunition Company

128 Defender Way

Raeford, NC 28376

SHIP TO

PENDER CO SHERIFF DEPT H
605 E. FREMONT ST

BURGAW, NC
28425

Requisition
885

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/05/21	031560			SHERIFF

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	223 69 grain SMK New 40 S & W 165 grain FN reman ON STATE CONTRACT	1.00	EACH	3500.000	3,500.00
				PO TOTAL	3,500.00

** END OF REPORT - Generated by Jennifer Coleman **

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 2, 2021
SUBJECT:	Approval to carry over Purchase Order for AmChar Wholesale in the amount of $4,343.30

SUMMARY:
Pender County Sheriff's Office is requesting to have the Purchase Order for AmChar Wholesale for the purchase of Remington 870 12 gauge firearms carried over to Fiscal Year 22. Remington had stopped production of any firearms and resume production in the coming months.

These funds were budgeted for in account 510-403300.

ACTION REQUESTED:
Approval to carry over Purchase Order for AmChar Wholesale in the amount of $4,343.30.

PURCHASE ORDER

00000247-00 FY 2021 H

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449

BURGAW , NC 28425

VENDOR

Amchar Wholesale, Inc

P O Box 936676

Atlanta, GA 31193-6676

SHIP TO

PENDER CO SHERIFF DEPT H
605 E. FREMONT ST

BURGAW, NC
28425

Requisition
165

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/08/20	034779			SHERIFF

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Remington 870 police gun, 12 ga, 18 inch, SYN-S	10.00	EACH	434.330	4,343.30
				PO TOTAL	4,343.30

** END OF REPORT - Generated by Jennifer Coleman **

Pender County
Approval of a Purchase Order to DISYS Solutions Inc (DSI) for Cisco SmartNet Support & Maintenance Renewal in the amount of $ $52,122.95.

TO:	BOCC
FROM:	Erik Harvey
DATE:	August 2, 2021
SUBJECT:	Approval of a Purchase Order to DISYS Solutions Inc (DSI) for Cisco SmartNet Support & Maintenance Renewal in the amount of $ $52,122.95.

SUMMARY:
Pender County's Information Technology (IT) network infrastructure is comprised of Cisco network switches located in each County building that connects firewalls, routers, voice gateways, wireless access points, switches, computers, printers, phones, and other devices, and facilitates communication and resource sharing between all of the devices. This same network allows computers and employees to connect to the Internet to conduct County business. The County's IT network infrastructure is designed for efficiency and resilience to maximize performance and minimize downtime. In order to manage, maintain, and support the County's Cisco network infrastructure, voice over IP (VoIP) phone and voicemail system, Cisco SmartNet is needed to replace equipment quickly, mitigate risk, reduce downtime, receive software updates, and other Cisco support services. For network critical items, we have 24x7x4 support; we have 8x5xNext business day support for other network equipment. This is due to having network equipment that is considered End of Life (EoL) in inventory, but still available for use in case an emergency should arise.

Three quotes were obtained for both network equipment and the VoIP Phone System. DSI was selected based on lowest cost. In addition, DSI is listed on the Statewide IT Contract Number: 204X - IT Infrastructure Solutions for Cisco equipment.

DSI: $52,122.95
SHI: $52,129.04
NWN: $ $59,025.60

ACTION REQUESTED:
Approval of a Purchase Order to DISYS Solutions Inc (DSI) for Cisco SmartNet Annual Support & Maintenance Renewal in the amount of $52,122.95. This was a budgeted

item and will be taken from the following line items:

IT Contracted Services: 445-404500

DSI Complete IT Solutions & Services
DISYS Solutions Inc. DSITECH.COM

Quote

44670 Cape Court, Suite 100
Ashburn, VA 20147
Phone: (888) 286-3896
Fax: (703) 802-0798
Cage Code: 674Q4
DUNS: 962751918
FEIN: 27-2586114

Quote Date	7/21/2021
Expiration Date	10/19/2021
Quote Number	7192021

Quote Type:

Statewide IT Contract Number: 204X - IT Infrastructure Solutions

BILL TO
Pender County ITS
805 S Walker St
Attn: Angela Blake
Burgaw, NC 28425

SHIP TO
Pender County ITS
805 S Walker St
Attn: Angela Blake
Burgaw, NC 28425

PREPARED BY	PREPARED FOR	PHONE #	EMAIL ADDRESS	SHIP	TERMS
Maryam Aurakzai	Angela Blake	910.259.0230	ablake@pendercountync.gov>	Best Way	NET30

ITEM #	SERIAL NUMBER	SKU	LIST PRICE	UNIT PRICE	TOTAL	BEGIN DATE	END DATE	QTY
C2911-VSEC/K9	FTX1805AK66	CON-SNTP-2911VSEC	$ 1,256.00	$ 1,067.60	$ 1,067.60	02-Sep-2021	01-Sep-2022	1
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
MEM-2900-512MB-DEF			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PVDM3-16U64			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-SEC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CUBEE-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PI-MSE-PRMO-INSRT			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SM-S-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-2911-AC	DCA1746R02S		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	3
VWIC3-1MFT-T1/E1	FOC20044N6J		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C2921-VSEC/K9	FTX1805AJYE	CON-SNTP-2921VSEC	$ 1,568.00	$ 1,332.80	$ 1,332.80	02-Sep-2021	01-Sep-2022	1
PWR-2921-51-AC	DCA1746K1WN		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-2900-512MB-DEF			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CUBEE-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
SL-29-SEC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
FL-CME-SRST-25			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
PVDM3-32U64			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1

PI-MSE-PRMO-INSRT			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SM-D-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-SRST			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SM-S-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
VIC2-4FXO	FOC180184XY		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S29UK9-15102T			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
UCUCS-EZ-C220M3S	FCH1852V2CU	CON-SNTP-UC220M3S	$ 108.16	$ 91.94	$ 91.94	02-Sep-2021	31-Oct-2021	1
UCS-MR-1X082RY-A	U1D90005017100B7BE		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-MR-1X082RY-A	U1D90005017100B7C6		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-MR-1X082RY-A	U1D90005017100B7CE		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-SD-16G	UHQ183903GV		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-RAID9271CV-8I	LSV185302BT		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
CAB-9K12A-NA			$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	2
UCS-MR-1X082RY-A	U1D90005017100B7B8		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCSC-HS-C220M3			$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	2
UCS-MR-1X082RY-A	U1D90005017100B7C8		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-MR-1X082RY-A	U1D90005017100B7C4		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-CPU-E5-2643	35437288A1543		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCSC-PSU-650W	LIT18431END		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-MR-1X082RY-A	U1D90005017100B7C3		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCSC-PCIE-IRJ45	FLY183001D6		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-MR-1X082RY-A	U1D90005017100B7C7		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCS-CPU-E5-2643	35437288A1533		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCSC-RAIL1			$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
UCSC-PSU-650W	LIT18431ENC		$ -	$ -	$ -	02-Sep-2021	31-Oct-2021	1
C2901-VSEC/K9	FJC1906A235	CON-SNT-2901VSEC	$ 545.00	$ 463.25	$ 463.25	02-Sep-2021	01-Sep-2022	1
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-SEC-K9	3631J216FE0		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PVDM3-16	FOC19020Z4G		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	3
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CME-SRST-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
S29UK9-15403M			$ -	$ -	$ -	02-Sep-2021	28-Feb-2022	1
SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-2901-AC	LIT18441A58		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-2900-512MB-DEF			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
VIC2-4FXO	FOC18513DSC		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CUBEE-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
FL-SRST			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C2901-VSEC/K9	FJC1906A234	CON-SNTP-2901VSEC	$ 872.00	$ 741.20	$ 741.20	02-Sep-2021	01-Sep-2022	1
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	3
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PVDM3-16U64	FOC19028TE8		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S29UK9-15403M			$ -	$ -	$ -	02-Sep-2021	28-Feb-2022	1

SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-SEC-K9	3631J3AE857		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
VWIC3-1MFT-T1/E1	FOC18517V9H		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-2900-512MB-DEF			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CUBEE-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
PWR-2901-AC	LIT18441A5A		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C2901-VSEC/K9	FJC1906A233	CON-SNT-2901VSEC	$ 545.00	$ 463.25	$ 463.25	02-Sep-2021	01-Sep-2022	1
FL-CME-SRST-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S29UK9-15403M			$ -	$ -	$ -	02-Sep-2021	28-Feb-2022	1
VIC2-4FXO	FOC18513DZB		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	3
MEM-2900-512MB-DEF			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-2901-AC	LIT18441A5B		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CUBEE-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
FL-SRST			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PVDM3-16	FOC19013H0U		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-SEC-K9	3631J72BBF6		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C2901-CME-SRST/K9	FJC2031A0EP	CON-SNTP-2901CMST	$ 758.00	$ 644.30	$ 644.30	02-Sep-2021	01-Sep-2022	1
FL-CME-SRST-25			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CUBEE-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
PWR-2901-AC	DCA2019Q4EB		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
VIC2-4FXO	FOC20246UY3		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-SEC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-2900-512U1.5GB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PVDM3-16	FOC20270AFW		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PVDM3-32	FOC20240VPB		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	3
S29UK9-15403M			$ -	$ -	$ -	02-Sep-2021	28-Feb-2022	1
FL-SRST			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C2911-VSEC/K9	FJC2032A19N	CON-SNTP-2911VSEC	$ 1,256.00	$ 1,067.60	$ 1,067.60	02-Sep-2021	01-Sep-2022	1
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
VWIC3-2MFT-T1/E1	FOC20280138		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
FL-CUBEE-5			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
SM-S-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S29UK9-15403M			$ -	$ -	$ -	02-Sep-2021	28-Feb-2022	1
PVDM3-16	FOC20292GS8		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-SEC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-2900-512MB-DEF			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PVDM3-256	FOC202555MT		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1

HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	3
PWR-2911-AC	ART2006F2Y6		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
LIC-CUCM-12X-BAS		CON-ECMU-LICCXCMB	$ 23.00	$ 19.55	$ 136.85	02-Sep-2021	01-Sep-2022	7
UWL-12X-STD		CON-ECMU-UWLT12XS	$ 59.00	$ 50.15	$ 401.20	02-Sep-2021	01-Sep-2022	8
LIC-CUCM-12X-ENHP		CON-ECMU-LICCUMX2	$ 53.00	$ 45.05	$ 1,621.80	02-Sep-2021	01-Sep-2022	36
LIC-CUCM-12X-ENHP		CON-ECMU-LICCUMX2	$ 53.00	$ 45.05	$ 18,155.15	02-Sep-2021	01-Sep-2022	403
LIC-CUCM-12X-ESS		CON-ECMU-LICC1CMS	$ 7.00	$ 5.95	$ 142.80	02-Sep-2021	01-Sep-2022	24
UNITYCN12-STD-USR		CON-ECMU-UNITYDNR	$ 15.00	$ 12.75	$ 5,635.50	02-Sep-2021	01-Sep-2022	442
CISCO2921-V/K9	FTX1618AHK8	CON-SNTP-2921V	$ 1,568.00	$ 1,332.80	$ 1,332.80	02-Sep-2021	01-Sep-2022	1
PVDM3-32			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-IPB-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SM-D-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
MEM-2900-512MB-DEF			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
HWIC-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	4
MEM-CF-256MB			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
ISR-CCP-EXP			$ -	$ -	$ -	01-Sep-2021	31-Aug-2022	1
PWR-2921-51-AC	QCS1603H1D3		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SL-29-UC-K9			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
SM-S-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
	VOICE	**QUOTE NUMBER 201812846**						

Additional Comments or Special Instructions

Quote # 201812846

SUBTOTAL	$ 33,298.04
TAX RATE	0.000%
TAX	$0.00
S & H	$0.00
OTHER	$0.00
TOTAL	**$ 33,298.04**

Wire Transfer Information:
JP Morgan Chase Bank, N.A.
4 New York Plaza, Floor 15, Mailcode: NY1-E050
New York, NY 10004-2413
Routing/Transit #: 021000021 (NY)
Lockbox Account #: 329381377

Remittance:
DISYS Solutions Inc (DSI)
44670 Cape Court, Suite 100
Ashburn, VA 20147

ACH Information:
Routing/Transit #: 021000021 (NY)

Maryam Aurakzai — Authorized by

7/21/2021 — Date

If you have any questions regarding this quote, please contact
Maryam Aurakzai **@** 571-707-3615 or maryam.aurakzai@dsitech.com

DSI Complete IT Solutions & Services
DISYS Solutions Inc. DSITECH.COM

Quote

44670 Cape Court, Suite 100
Ashburn, VA 20147
Phone: (888) 286-3896
Fax: (703) 802-0798
Cage Code: 674Q4
DUNS: 962751918
FEIN: 27-2586114

Quote Date	7/21/2021
Expiration Date	10/19/2021
Quote Number	7192021-1

Quote Type:

Statewide IT Contract Number: 204X - IT Infrastructure Solutions

BILL TO
Pender County ITS
805 S Walker St
Attn: Angela Blake
Burgaw, NC 28425

SHIP TO
Pender County ITS
805 S Walker St
Attn: Angela Blake
Burgaw, NC 28425

PREPARED BY	PREPARED FOR	PHONE #	EMAIL ADDRESS	SHIP	TERMS
Maryam Aurakzai	Angela Blake	910.259.0230	ablake@pendercountync.gov>	Best Way	NET30

ITEM #	SERIAL NUMBER	SKU	LIST PRICE	UNIT PRICE	TOTAL	BEGIN DATE	END DATE	QTY
WS-C3850-48F-S	FOC1746X0HP	CON-SNT-WSC388FS	$ 1,071.60	$ 910.86	$ 910.86	02-Sep-2021	01-Sep-2022	1
PWR-C1-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-1100WAC	LIT17311NEM		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
STACK-T1-50CM	MOC1747A5UX		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S3850UK9-32-0SE			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C3850-NM-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-SPWR-30CM			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3850-48F-S-RF	FOC1838U095	CON-SNT-WSC388FS	$ 1,071.60	$ 910.86	$ 910.86	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3850-24P-S	FCW1916C0KD	CON-SNT-WS-C384PS	$ 562.83	$ 478.41	$ 478.41	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
S3850UK9-32-0SE			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-715WAC	DCB1851G25W		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-1100WAC/2	DTN1905V1YH		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
STACK-T1-50CM	MOC1911A32E		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C3850-NM-2-10G	FOC19160S23		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-SPWR-30CM			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3850-48F-S	FCW1911D075	CON-SNT-WSC388FS	$ 1,071.60	$ 910.86	$ 910.86	02-Sep-2021	01-Sep-2022	1
STACK-T1-50CM	MOC1912A53N		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-SPWR-30CM			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
PWR-C1-1100WAC/2	DTN1906V2E4		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S3850UK9-32-0SE			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1

PWR-C1-1100WAC	DTN1906V2E3		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C3850-NM-2-10G	FOC19144H15		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3850-24P-S	FCW1916D00M	CON-SNT-WS-C384PS	$ 562.83	$ 478.41	$ 478.41	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
C3850-NM-2-10G	FOC19156AD0		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-SPWR-30CM			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S3850UK9-32-0SE			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-1100WAC/2	DTN1905V1YG		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
STACK-T1-50CM	MOC1911A4YD		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-715WAC	DCB1851G27N		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C2960X-24PS-L	FOC1909S593	CON-SNT-WSC224SL	$ 220.58	$ 187.49	$ 187.49	14-Jul-2021	13-Jul-2022	1
CAB-16AWG-AC			$ -	$ -	$ -	14-Jul-2021	13-Jul-2022	1
WS-C3850-48P-S	FOC2203L1X2	CON-SNTP-WSC388PS	$ 1,597.15	$ 1,357.58	$ 1,357.58	02-Sep-2021	01-Sep-2022	1
PWR-C1-715WAC	LIT21494MD2		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C3850-SPWR-NONE			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S3850UK9-163			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
C3850-STACK-NONE			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-715WAC/2	LIT21494F5J		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	2
C3850-NM-2-10G	FOC18394XXA		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3560CX-12PD-S	FOC2212T1J8	CON-SNT-WSC312PD	$ 162.50	$ 138.13	$ 138.13	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
DISTI-STOCKING			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3560CX-12PD-S	FOC2212T1F9	CON-SNT-WSC312PD	$ 162.50	$ 138.13	$ 138.13	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
DISTI-STOCKING			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3650-48PS-S	FDO2210E1CN	CON-SNTP-WSC36PSS	$ 1,154.90	$ 981.67	$ 981.67	02-Sep-2021	01-Sep-2022	1
PWR-C2-640WAC	LIT22025H3D		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C2-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S3650UK9-163			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
STACK-T2-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3650-48PS-S	FDO2210E1DU	CON-SNTP-WSC36PSS	$ 1,154.90	$ 981.67	$ 981.67	02-Sep-2021	01-Sep-2022	1
S3650UK9-163			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C2-640WAC	LIT22025GAU		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
STACK-T2-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C2-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
WS-C3850-48P-S	FOC2223L0PB	CON-SNT-WSC388PS	$ 997.96	$ 848.27	$ 848.27	02-Sep-2021	01-Sep-2022	1
C3850-NM-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
CAB-TA-NA			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-715WAC	DCA2221G65Q		$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
S3850UK9-163			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
PWR-C1-BLANK			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
DISTI-STOCKING			$ -	$ -	$ -	02-Sep-2021	01-Sep-2022	1
N93-16Y-SSK9=	TDT6TLJL91Q	CON-ECMU-N9316YSS	$ 360.00	$ 306.00	$ 1,224.00	14-Jul-2021	13-Jul-2022	4
N9K-C93180YC-FX	FDO2427104X	CON-SNTP-N93YCFX	$ 2,069.00	$ 1,758.65	$ 1,758.65	21-Jul-2021	20-Jul-2022	1
CAB-9K12A-NA			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	2
NXA-FAN-30CFM-F	DCH2425RLFQ		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1

NXA-FAN-30CFM-F	DCH2425RP3E		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N93-LAN1K9		CON-ECMU-N93LAN	$ 480.00	$ 408.00	$ 408.00	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLEK		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-PAC-500W-PE	LIT242257W6		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXK-ACC-KIT-1RU			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLF0		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-PAC-500W-PE	LIT242257V4		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXOS-9.3.3			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N93-FNPV1K9		CON-ECMU-N93FNP	$ 180.00	$ 153.00	$ 153.00	21-Jul-2021	20-Jul-2022	1
N9K-C93180YC-FX	FDO24271011	CON-SNTP-N93YCFX	$ 2,069.00	$ 1,758.65	$ 1,758.65	21-Jul-2021	20-Jul-2022	1
NXOS-9.3.3			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-PAC-500W-PE	LIT242257RV		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-PAC-500W-PE	LIT242259DA		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXK-ACC-KIT-1RU			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLFG		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLEC		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
CAB-9K12A-NA			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	2
N93-FNPV1K9		CON-ECMU-N93FNP	$ 180.00	$ 153.00	$ 153.00	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLF4		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N93-LAN1K9		CON-ECMU-N93LAN	$ 480.00	$ 408.00	$ 408.00	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLEN		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N9K-C93180YC-FX	FDO24270D6J	CON-SNTP-N93YCFX	$ 2,069.00	$ 1,758.65	$ 1,758.65	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLG5		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-PAC-500W-PE	LIT242257TA		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
CAB-9K12A-NA			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	2
NXA-PAC-500W-PE	LIT242259EM		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N93-FNPV1K9		CON-ECMU-N93FNP	$ 180.00	$ 153.00	$ 153.00	21-Jul-2021	20-Jul-2022	1
N93-LAN1K9		CON-ECMU-N93LAN	$ 480.00	$ 408.00	$ 408.00	21-Jul-2021	20-Jul-2022	1
NXOS-9.3.3			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLFL		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLF3		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLG6		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXK-ACC-KIT-1RU			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N9K-C93180YC-FX	FDO242713D6	CON-SNTP-N93YCFX	$ 2,069.00	$ 1,758.65	$ 1,758.65	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLVQ		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-PAC-500W-PE	LIT242259LC		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXK-ACC-KIT-1RU			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RLFW		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N93-LAN1K9		CON-ECMU-N93LAN	$ 480.00	$ 408.00	$ 408.00	21-Jul-2021	20-Jul-2022	1
CAB-9K12A-NA			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	2
NXA-FAN-30CFM-F	DCH2425RLF9		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-FAN-30CFM-F	DCH2425RP34		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXOS-9.3.3			$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
NXA-PAC-500W-PE	LIT242259KH		$ -	$ -	$ -	21-Jul-2021	20-Jul-2022	1
N93-FNPV1K9		CON-ECMU-N93FNP	$ 180.00	$ 153.00	$ 153.00	21-Jul-2021	20-Jul-2022	1
	HW	Quote Number 271810976						

Additional Comments or Special Instructions
Quote # 271810976

SUBTOTAL	$ 18,824.91
TAX RATE	0.000%

TAX	$0.00
S & H	$0.00
OTHER	$0.00
TOTAL	**$ 18,824.91**

Wire Transfer Information:
JP Morgan Chase Bank, N.A.
4 New York Plaza, Floor 15, Mailcode: NY1-E050
New York, NY 10004-2413
Routing/Transit #: 021000021 (NY)
Lockbox Account #: 329381377

ACH Information:
Routing/Transit #: 021000021 (NY)

Remittance:
DISYS Solutions Inc (DSI)
44670 Cape Court, Suite 100
Ashburn, VA 20147

Maryam Aurakzai — Authorized by
7/21/2021 — Date

If you have any questions regarding this quote, please contact
Maryam Aurakzai **@** 571-707-3615 or maryam.aurakzai@dsitech.com

Pricing Proposal
Quotation #: 20648783
Created On: 6/22/2021
Valid Until: 7/31/2021

NC PENDER COUNTY

Earl Moore
805 S. Walker St.
Burgaw, NC 28425
UNITED STATES
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Fax: 910-259-1530
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Inside Account Executive

Mike Kevlin
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3059
Fax: 732-564-8224
Email: mike_kevlin@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SMARTNET 24X7X4 2921 VOICE SEC Cisco Systems - Part#: CON-SNTP-2921VSEC Coverage Term: 9/2/2021 – 9/1/2022	1	$1,298.24	$1,298.24
2	SWSS UPG CUWL STD 12.X U SVC USE O Cisco Systems - Part#: CON-ECMU-UWLT12XS Coverage Term: 9/2/2021 – 9/1/2022	8	$48.85	$390.80
3	SWSS UPG UC MGR 12.X ENH PLUS S/U LIC Cisco Systems - Part#: CON-ECMU-LICCUMX2 Coverage Term: 9/2/2021 – 9/1/2022	439	$43.88	$19,263.32
4	SMARTNET 8X5XNBD 2901 VOICE SEC Cisco Systems - Part#: CON-SNT-2901VSEC Coverage Term: 9/2/2021 – 9/1/2022	2	$451.24	$902.48
5	SMARTNET 24X7X4 2921 VOICE BDL Cisco Systems - Part#: CON-SNTP-2921V Coverage Term: 9/2/2021 – 9/1/2022	1	$1,298.24	$1,298.24
6	SMARTNET 24X7X4 2901 VOICE BDL W/ UC LIC Cisco Systems - Part#: CON-SNTP-2901CMST Coverage Term: 9/2/2021 – 9/1/2022	1	$627.59	$627.59
7	SWSS UPG UC MGR 12.X BASIC SGL U LIC Cisco Systems - Part#: CON-ECMU-LICCXCMB Coverage Term: 9/2/2021 – 9/1/2022	7	$19.04	$133.28
8	SWSS UPG ONE UNITY CONNECTION 12.X VOICE Cisco Systems - Part#: CON-ECMU-UNITYDNR Coverage Term: 9/2/2021 – 9/1/2022	442	$12.42	$5,489.64
9	SMARTNET 24X7X4 CISCO 2901 VOICE SEC Cisco Systems - Part#: CON-SNTP-2901VSEC Coverage Term: 9/2/2021 – 9/1/2022	1	$721.98	$721.98

10	SMARTNET 24X7X4 UCS C220 M3 SVR Cisco Systems - Part#: CON-SNTP-UC220M3S Coverage Term: 9/2/2021 – 10/31/2021	1	$89.55	$89.55
11	SMARTNET 24X7X4 2911 VOICE SEC Cisco Systems - Part#: CON-SNTP-2911VSEC Coverage Term: 9/2/2021 – 9/1/2022	2	$1,039.91	$2,079.82
12	SWSS UPG UC MGR 12.X ESSENTIAL U LIC Cisco Systems - Part#: CON-ECMU-LICC1CMS Coverage Term: 9/2/2021 – 9/1/2022	24	$5.80	$139.20

*Tax	$2,189.30
Total	$34,623.44

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

Additional Comments

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

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Pricing Proposal
Quotation #: 20733542
Created On: 7/13/2021
Valid Until: 7/31/2021

NC PENDER COUNTY

Earl Moore
805 S. Walker St.
Burgaw, NC 28425
UNITED STATES
Phone:
Fax: 910-259-1530
Email: rmoore@pendercountync.gov

Inside Account Executive

Mike Kevlin
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3059
Fax: 732-564-8224
Email: mike_kevlin@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SWSS UPGRADES FCOE PLUS 16 PORT FC STORA Cisco Systems - Part#: CON-ECMU-N9316YSS Coverage Term: 6/12/2021 – 9/1/2022	4	$365.03	$1,460.12
2	SMARTNET 24X7X4 CATALYST 3650 48PT POE Cisco Systems - Part#: CON-SNTP-WSC36PSS Coverage Term: 9/2/2021 – 9/1/2022	2	$956.20	$1,912.40
3	SMARTNET 8X5XNBD CATALYST 3850 48PT FULL Cisco Systems - Part#: CON-SNT-WSC388FS Coverage Term: 9/2/2021 – 9/1/2022	1	$887.24	$887.24
4	SMARTNET 8X5XNBD CATALYST 3850 24PT POE Cisco Systems - Part#: CON-SNT-WS-C384PS Coverage Term: 9/2/2021 – 9/1/2022	2	$466.00	$932.00
5	SMARTNET 8X5XNBD CATALYST 3850 48PT POE Cisco Systems - Part#: CON-SNT-WSC388PS Coverage Term: 9/2/2021 – 9/1/2022	1	$826.27	$826.27
6	SMARTNET 24X7X4 CATALYST 3850 48PT POE Cisco Systems - Part#: CON-SNTP-WSC388PS Coverage Term: 9/2/2021 – 9/1/2022	1	$1,322.38	$1,322.38
7	SWSS UPG FCOE NPV LIC 9300 SERIES SWCHD Cisco Systems - Part#: CON-ECMU-N93FNP Coverage Term: 7/21/2021 – 9/1/2022	4	$166.59	$666.36
8	SMARTNET 8X5XNBD CATALYST 3560-CX 12PT Cisco Systems - Part#: CON-SNT-WSC312PD Coverage Term: 9/2/2021 – 9/1/2022	2	$134.55	$269.10
9	SMARTNET 8X5XNBD CATALYST 3850 48PT FULL Cisco Systems - Part#: CON-SNT-WSC388FS Coverage Term: 9/2/2021 – 9/1/2022	1	$887.24	$887.24

10	SMARTNET 8X5XNBD CATALYST 2960-X 24 G Cisco Systems - Part#: CON-SNT-WSC224SL Coverage Term: 7/13/2021 – 9/1/2022	1	$208.15	$208.15
11	SNTC-24X7X4 NEXUS 9300 W/ 48P Cisco Systems - Part#: CON-SNTP-N93YCFX Coverage Term: 7/21/2021 – 9/1/2022	4	$1,914.86	$7,659.44
12	SWSS UPG LAN ENT LIC FOR NEXUS 9300 PL Cisco Systems - Part#: CON-ECMU-N93LAN Coverage Term: 7/21/2021 – 9/1/2022	4	$444.24	$1,776.96
13	SMARTNET 8X5XNBD CATALYST 3850 48PT FULL Cisco Systems - Part#: CON-SNT-WSC388FS Coverage Term: 9/2/2021 – 9/1/2022	1	$887.24	$887.24

*Tax	$1,329.41
Total	$21,024.31

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

Additional Comments

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

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Q-21831
2021-22 Cisco Renewal - Voice

OP-20699
Date: 7/15/2021

Pender County Gov't
Angela Blake
(910) 259-1260
ablake@pendercountync.gov

NWN
Tracy Owen
(919) 653-4412
towen@nwnit.com
1015 Aviation Parkway, Suite 100
Morrisville, NC 27560

BILL TO

Pender County Gov't
PO BOX 1437
BURGAW, NC
28425-1437

SHIP TO

Pender County Gov't
805 S WALKER ST
BURGAW, NC
28425-5001

One-Time

#	PART	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	CON-ECMU-1	Cisco Software Subscription and Support Coverage thru 9/1/2022	1	$28,992.55	$28,992.55
2.	CON-SNT-1	Cisco SmartNet 8x5xNBD Coverage thru 9/1/2022	1	$1,029.44	$1,029.44
3.	CON-SNTP-1	Cisco SmartNet 24x7x4 Coverage thru 9/1/2022 (except as noted in quote detail)	1	$6,975.82	$6,975.82
				Total:	$36,997.81

Subscription Term (Months):
Billing Terms:
Annual Subscription Charge:

Quote Sub-Total: $36,997.81
Tax Rate:
Estimated Tax:
Estimated Shipping:

Terms and Conditions
This quote is valid for 30 days from 7/15/21. Applicable taxes and freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document. NWN will invoice customer for Non-Recurring Components, First Year Annual Components, and First Year Monthly Components upon Contract Signing. Unless otherwise prohibited by contract, in the event of a product return by customer and NWN's vendors accordingly impose a restocking fee to process such return, NWN may, in its sole discretion, impose an equivalent restocking fee on customer.

Statement of Confidentiality
This quote has been developed by NWN and is NWN's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without prior written consent from NWN.

Additional Information *See attached quote detail*

Q-21827
2021-22 Cisco Renewal - HW

OP-20696
Date: 7/15/2021

Pender County Gov't
Angela Blake
(910) 259-1260
ablake@pendercountync.gov

NWN
Tracy Owen
(919) 653-4412
towen@nwnit.com
1015 Aviation Parkway, Suite 100
Morrisville, NC 27560

BILL TO

Pender County Gov't
PO BOX 1437
BURGAW, NC
28425-1437

SHIP TO

Pender County Gov't
805 S WALKER ST
BURGAW, NC
28425-5001

One-Time

#	PART	DESCRIPTION	QTY	UNIT PRICE**	EXT. TOTAL
1.	CON-ECMU-1	Cisco Software Subscription and Support Coverage thru 9/1/2022	1	$4,151.51	$4,151.51
2.	CON-SNT-1	Cisco SmartNet 8x5xNBD-Renewal Coverage thru 9/1/2022	1	$5,563.39	$5,563.39
3.	CON-SNTP-1	Cisco SmartNet 24x7x4-Renewal Coverage thru 9/1/2022	1	$12,312.89	$12,312.89
				Total:	$22,027.79

Subscription Term (Months):
Billing Terms:
Annual Subscription Charge:

Quote Sub-Total: $22,027.79
Tax Rate:
Estimated Tax:
Estimated Shipping:

Terms and Conditions

This quote is valid for 30 days from 7/15/21. Applicable taxes and freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document. NWN will invoice customer for Non-Recurring Components, First Year Annual Components, and First Year Monthly Components upon Contract Signing. Unless otherwise prohibited by contract, in the event of a product return by customer and NWN's vendors accordingly impose a restocking fee to process such return, NWN may, in its sole discretion, impose an equivalent restocking fee on customer.

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Additional Information

See attached quote detail

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	August 2, 2021
SUBJECT:	Approval of Tax Releases and Refunds

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

ACTION REQUESTED:
Staff requests that the board approves the attached list of releases and refunds for July 2021.

Pender County

Request For Board Action

DATE OF MEETING: August 2, 2021

REQUESTED BY: Justian Pound, Tax Assessor, Tax Assessor's Office

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BECKER, ROBERT ALAN	220109463	175.58	SOLD
2020	BYRNS, RYAN MATTHEW	293961728	124.99	SITUS
2020	CESSNA, BRIAN CHARLES	221351469	578.62	SOLD
2020	FERRANTE, MICHAEL JOSEPH	221680380	410.29	SOLD
2020	GOLIGHTLY, AIMEE ROSE	294932456	103.08	SITUS
2020	HARKER, KEVIN SCOTT	221350335	582.96	SOLD
2020	LANIER, DONNA JEAN	73523247	136.65	ADJSTD VALUE
2020	LEWIS, RICHARD HARRY	222102801	102.19	SOLD
2020	LITCHNEY, MARK EUGENE	220664796	112.19	SOLD
2020	MARTIN, JOSEPH MICHAEL	219760080	323.48	MILTRY EXEMPT
2020	MCEWEN, CHADWICK WINSTON	222102207	199.02	DOUBLELIST
2020	MEDLIN, CHRISTOPHER	220472838	371.78	OUT OF STATE
2020	UMPHRESS, BRYCE DEWAYNE	221789034	168.69	SOLD
2020	UMPHRESS, BRYCE DEWAYNE	296136244	101.75	SITUS
2020	WATTS, DAVID LEWIS	220903395	164.16	MILTRY EXEMPT
2020	WATTS, DAVID LEWIS	220903398	164.08	MILTRY EXEMPT
2019	WOOD, JOSHUA STEPHEN	219996483	215.25	MILTRY EXEMPT
2020	YOXTHEIMER, ZACHARY	221575377	123.88	MILTRY EXEMPT
TOTAL REFUNDS OVER $100			$4,158.64	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	ABERMAN, ROBERT LAWRENCE	221575467	10.11	SOLD
2020	ALLENCZY, JEFFREY CLAUDE	221103201	40.54	OUT OF STATE
2020	AUSTIN, ARTHUR CHARLES	221199069	42.11	SOLD
2020	BETHELL, ROBERT NEWTON	221680545	36.26	SOLD
2019	BOYD, SUSAN HAMILTON	221351391	14.14	SOLD
2020	BUTLER, CHRISTINE ANN	294401300	18.60	SITUS
2020	BUTLER, CHRISTINE ANN	294401304	4.44	SITUS
2020	BUTLER, LEE CHARLES	294401296	11.47	SITUS
2020	CALARCO, RAMONA ASKEW	220472655	62.63	SOLD
2020	CESSNA, BRIAN CHARLES	220246257	67.57	SOLD
2019	COFFMAN, PATRICK NICHOLAS	221575347	16.94	OUT OF STATE
2020	COLEMAN, ROBERT LAYTON	221955897	34.77	SOLD
2020	COTTET, KEVIN MICHAEL	220800384	46.38	SOLD
2020	EVANS, SARA RHIANNON	220902933	18.56	SOLD
2020	FRYMIER, TOCCARA MANOR	221350587	36.23	DESTROYED
2020	FUQUA, JOSEPH TERRELL	222102333	22.73	SOLD
2020	GREEN, ROBERT EUGENE	221789136	71.02	SOLD
2020	HARDISON, JOSHUA PAUL	296348308	26.58	SITUS
2019	HARPER, EDWARD JEFFREY	220800609	8.37	SOLD
2020	HARRIS, CAROLYN KERR	221575434	16.75	SOLD
2020	HAYDT, JONATHAN JAMES	219899436	74.46	SOLD
2020	HILLMAN, MATTHEW	222102363	37.09	SOLD
2020	HORTON, TIMOTHY JOHN	221575320	49.82	SOLD
2020	HUBER, JON DAVID	294804288	56.66	SITUS
2020	HUBER, JON DAVID	294804292	6.48	SITUS
2020	HUTTON, BETH BEDNARZIK	220110132	8.74	SOLD
2020	KENNEDY, JAMIE MARIE	221002158	96.66	MILTRY EXEMPT
2020	LEWIS, WESLEY EARL	293662536	4.13	SITUS
2015	LISANE, VIVIAN THOMPSON	219996606	16.97	SITUS
2016	LISANE, VIVIAN THOMPSON	219996621	15.38	SITUS
2017	LISANE, VIVIAN THOMPSON	219996609	13.94	SITUS
2018	LISANE, VIVIAN THOMPSON	219996618	12.63	SITUS
2019	LISANE, VIVIAN THOMPSON	219996615	11.52	SITUS
2020	LISANE, VIVIAN THOMPSON	219996612	10.58	SITUS
2017	LOWE, TRACY LORRAINE	293479428	19.45	SITUS
2020	LOWE, TRACY LORRAINE	293479432	14.29	SITUS
2020	MAGLIOCCO, ALMA LEE	293479024	15.94	SITUS
2020	MCKOY, LISA HUGGINS	221574528	23.76	SOLD
2020	MEDLIN, CHRISTOPHER L	220472829	46.28	OUT OF STATE
2019	MORONEY, MATTHEW, JAY	220110039	57.23	SOLD
2020	PRIDGEN, CAMERON KIRK	220245231	30.64	SOLD
2020	PUGH, HENRY ANDREW	221788617	14.50	SOLD
2020	SEMMLER, MATTHEW DAVID	221350767	22.80	DOUBLELIST
2020	SEMMLER, MATTHEW DAVID	221351979	43.04	ADJSTD VALUE
2020	SHEPARD, JAMES DAVID JR	220902903	5.47	SOLD
2020	SHOLAR, PATRICIA MARTIN	221955558	36.96	SOLD
2020	SIMMONS, JAMES ROBERT JR	221575383	22.80	SOLD
2019	SOWERS, RONDALD D	220800264	16.84	SOLD
2019	STEIN, DENNIS JOHN	220472640	3.40	SOLD
2019	SUNDY, BENNIE DAVID	220245666	6.69	OUT OF STATE
2020	TAYLOR, SANDRA MARTIN	221103417	35.96	SOLD
2020	THURLOW, JOY CAROL	222260925	76.89	SOLD
2020	TYLER, MONICA PATRICIA	220903272	5.63	SOLD
2019	VETTER, LYNN LARRY	295718912	38.84	SITUS
2020	WALLS, SUSAN BASS	293660068	31.88	SITUS

2020	WARD, CHARLES DAVID	220471398	99.33	SOLD
2020	WATKINS, BRENDA BOTTOMS	295573376	23.59	SITUS
2019	WHITE, LAUREN ELLEN	220664826	28.17	SOLD
2020	WHITLEY, DEMPSEY GLENN	220245618	5.92	SOLD

TOTAL REFUNDS UNDER $100 $1,747.56

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $5,906.20

Pender County
July 12, 2021 minutes approval

TO:	BOCC
FROM:	Nancy Avery
DATE:	August 2, 2021
SUBJECT:	Approval of minutes July 12, 2021

ACTION REQUESTED:
Approval

MINUTES
Board of County Commissioners Meeting
Monday, July 12, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer

MEMBERS ABSENT: David Williams

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

Page

1 CALL TO ORDER
Chairman Brown called the meeting to order at 4 pm.

2 INVOCATION
Commissioner Piepmeyer delivered the invocation.

3 PLEDGE OF ALLEGIANCE
Commissioner McCoy led the Pledge of Allegiance.

4 ADOPTION OF AGENDA
Commissioner Newton motioned to excuse Commissioner Williams from the meeting. Seconded by Commissioner Piepmeyer. Unanimously approved.

4.1 County Manager McEwen requested the Board add an item to the agenda under Approvals for Budget Amendment and Purchase Order for $350,000 to rollover FY2021 funds for purchase of real property for Parks & Recreation located at Highway 117 N Parcel IC 3321-30-8998-0000

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to add item requested by Manager and approve the amended agenda.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

5 PUBLIC INFORMATION

5.1 Trillium 2020 Annual Report by Dennis Williams

Mr. Williams updated the Board highlighting the following:
Total Consumers served in Pender County was 2,308:

- Mental Health – 1815
- Substance Use – 468
- I/DD – 224

Trillium's mission is to transform lives and build community well-being through partnership and proven solutions. Standard Plan with 5 companies awarded:

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

These Plans will manage the mild to moderate Medicaid behavioral health recipients.

5.2 Board of Elections Public Information

Director Susan Williams stated:
The Department strives to educate every voter. She attended a conference earlier in the year with other counties and brought back new tools in the form of videos and brochures to use to educate precinct workers and voters. Brochures have been placed in many agency locations.

Commissioner Newton asked if the brochure will address practical things that voters should know such as an independent can vote in either primary.

Ms. Williams responded it does not specifically address that topic, but the website has links to the state's Board Of Elections that has that type of information. She will add the information about unaffiliated voters to the brochures.

5.3 Baptists on Mission Paul Langston and Bill Martin

Flood Plan Administrator Dan Adams introduced Paul Langston who stated that work has been non stop between Matthew and Florence hurricanes. We worked with Red Cross and the County's Emergency Management to set up disaster relief at ten different feeding units that provided over a million meals. Our volunteers help with clean up and recovery. We did 6,000 tear downs in eastern North Carolina in as many as twenty different locations at one time. The last 2 ½ years we have been focusing on rebuilds and new construction and have found that certain areas of the state get hammered with every hurricane, so we decided to set up seven hub locations to work from. We try to help folks get out of sub-standard housing. We are closing the Burgaw location as we merge into hubs. We tore out 671 homes in Pender County after Hurricane Florence. Water was up to the ceilings. We have now finished the rebuild of 137 homes and are working on elevation. Pender doesn't have land to move to and build on. Some folks have been on their land for many years and don't want to move. Elevations are expensive. Each elevation will have an elevator. He thanked the Board and staff for such great support.

6 PUBLIC COMMENT

6.1 Tommy Batson , Emergency Manager, introduced the new county Fire Marshall Robert Bentfield and welcomed him to the team stating he has 23 years of emergency service experience.

7 CONSENT AGENDA

7.1 Approval of a Purchase Order to Carolina Advanced Digital, Inc. for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of $39,968.38

7.2 Approval of a Purchase Order to Carolina Advanced Digital, Inc. for Barracuda Total Email Protection for Microsoft Office 365 Annual Support & Maintenance Renewal in the amount of $53,218.62.

7.3 To consider a resolution authorizing acceptance of revision to Schedule 002 and to approve a Purchase Order to Winthrop Resources Leasing Corporation in the amount of $531,082.94.

7.4 Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $53,478.01.

7.5 Approval of a Purchase Order to SHI for Computer Replacement in the amount of $227,360.13.

7.6 Approval of a Purchase Order to Fairway Ford for the Purchase of a Ford F350 Truck in the amount of $38,000

7.7 Emergency Management Vehicle Purchase

7.8 Approval of a Purchase Order to American Greenz for $130,000 for Electronics Recycling/Disposal for FY22

7.9 Approval of a Purchase Order to Central Carolina Holdings for Tire Disposal Services for FY22: $100,000

7.10 Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY22: $5,175,992

7.11 Approval of a Purchase Order to Professional Mail Services for Printing, Mailing, and Postage Services of PCU Monthly Water & Sewer Bills for FY22: $70,000

7.12 Approval of Purchase Order to WellPath for Inmate Medical Care in the Pender County Jail: $375,000.00.

7.13 Approval of a Purchase Order to Axon Enterprises, Inc. in the Amount of $47,438.00 for the Lease Purchase of the Tasers.

7.14 Approval of a Purchase Orders to NC Department of Corrections for $30,000 and US Food Services for $75,000.

7.15 Approval of Purchase Order(s) for Health Department Medical Expenses in the amount of $40,000

7.16 Approval of Purchase Order for Health Department Contracted Services to the Pender Board of Education in the amount of $150,000

7.17 Consideration of Extension of Contract with the Law Firm of Zachary S. Rivenbark for Legal Services Relating to Code Enforcement Efforts

7.18 PO for Workers Compensation & Liability and Property

7.19 Approval of Tax Releases and Refunds

7.20 Approval of minutes June 21, 2021

Moved by David Piepmeyer, seconded by Fred McCoy

Motion to adopt consent agenda as presented.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Approval of a Purchase Order to NWN Corporation for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of $49,243.59.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to approve purchase order to NWN Corporation for Manage Engine's IT Service Management Annual Software Licensing Renewal in amount of $49,243.59 as presented.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

8.2 Approval of a Purchase Order to Amerochem for Aluminum Sulfate and Caustic for Wastewater Treatment for FY22: $30,000

8.3 Approval of a Purchase Order to Amerochem for Ferric Sulfate for Water Treatment for 1st and 2nd quarter of FY22: $83,000

8.4 Approval of a Purchase Order to Brenntag for Sodium Hydroxide for water treatment for 1st and 2nd Quarter of FY22: $32,000

8.5 Approval of a Purchase Order to Core & Main for water meters and water/sewer supplies for FY22: $400,000

8.6 Approval of a Purchase Order to EnviroChem for testing and sampling of PCU's Water and Sewer Plants and System for FY22: $110,000

8.7 Approval of a Purchase Order to Sadale Utilities for Minor Water & Sewer Repairs for FY22: $30,000

8.8 Approval of a Purchase Order to Synagro for Sludge Removal FY22: $90,000

8.9 Approval of a Purchase Order to T&H Construction of NC for Water & Sewer Emergency Repairs for FY22: $60,000

8.10 Approval of a Purchase Order to Utilitech for Water Taps and Service Installation for FY22: $70,000

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to approve items 8.2 through 8.10 together as presented.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

8.11 Approval of Preliminary Agreement and Award for Design-Build to State Utility Contractors for Factory Road Water Extension Project for $90,500 and associated purchase order

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Commissioner Piepmeyer requested periodic updates on the project as it progresses. He wants to be made aware of any risks that threaten the project whether budgetary or otherwise.

Motion to approve preliminary agreement and award for Design-Build to State Utility Contractors for Factory Road Water Extension Project for $90,500 and associated purchase order as presented.

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

David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

8.12 Budget amendment to rollover funds 11 - 31

County Manager McEwen requested the Board add an item to the agenda under Approvals for Budget Amendment and Purchase Order for $350,000 to rollover FY2021 funds for purchase of real property for Parks & Recreation located at Highway 117 N Parcel IC 3321-30-8998-0000

MORTON PROPERTY PURCHASE 10052020

9 APPOINTMENTS

9.1 Appointment to Pender Memorial Hospital Board

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion to appoint Willie J. Armstrong to the Pender Memorial Hospital Board for a three year term to expire July 12, 2024.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

9.2 Appointment TDA Board

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion to appoint Scott Franko to fill a collector position on the Tourism Development Authority for a three year term to expire July 12, 2024.

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

David Williams				x
	4	0	0	1

CARRIED.

9.3 Re-appointment ABC Board

Moved by Jacqueline A. Newton, seconded by David Piepmeyer

Motion to reappoint Diane Chadwick to the ABC Board for District 5 for a three year term to expires July 12, 2024.

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

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

10.1 Health Department update

Director Carolyn Moser informed the Board that the County has a 2.5% positivity rate. One restaurant had to close because 12 employees got sick. They are immunizing 5 five days a week. Covid 19 is still out there. She has not been told so but assumes we have the Delta variant because Bladen county has cases, 51% of population has had at least one vaccination.

Assistant Manager Shipley said there are concerts coming up. The Penderlea stage and gym floors have been re-coated and look really nice. We just finished the fifth week of summer camp averaging 84 children a week. Youth ball club did well during state tournaments.

Commissioner Newton asked asked if a dance or performing arts group wants to present, how do they gain access to Penderlea auditorium? Mr. Shipley said they can apply on the website on the Parks and Recreation page. The cost varies.

Assistant Manager Vann reminded everyone of the upcoming grand opening ceremony for the renovated courthouse. Invitations have been sent to dignitaries.

Commissioner Newton said there is a long term recovery seminar from storms next Saturday from 10 am to noon at the Rocky Point Community Center and encourage everyone to attend.
She acknowledged Harry Teachy at Penderlea store for updating and re-opening. She attended the grand opening and It is better than ever. She appreciates the heart and spirit it has taken for him to do this.

Commissioner McCoy said Pastor Ted Mercer recently passed away. He did so much for the county. His church was used as area distribution center for the county for food and supplies.

Commissioner Piepmeyer stated he also attended the grand opening of Penderlea store. It is an icon and gathering place to go and sit and have discussions. There are rocking chairs, park benches, picnic tables. It is important to take time to have discussions at the local level. He makes sure to stop every time he is in Penderlea. At the end of last month's WMPO meeting, the state brought forth a presentation of an unsolicited proposal received on replacement of Cape Fear Memorial Bridget. Part of it included how it would be paid for that includes tolls. The bridge is nearing the end of life. They recently spent $15 million on maintenance. It is over 50 years old. He asked the other board members' to give him feedback. He thinks any initiative to replace the bridge needs to be taken. They can email him their thoughts.

Chairman Brown said Commissioner Williams father passed away and there is a service at
2 pm this Saturday at Methodist church service with a 1 pm visitation.

11 CLOSED SESSION (IF APPLICABLE).

County Attorney Thurman said the Board needs to go into closed session for attorney client, economic development, acquisition and personnel matters.

Moved by David Piepmeyer, seconded by Fred McCoy

Motion to enter Closed Session at 5:36 pm as per N.C.G.S 143-318(11) Subsections:
(3) for attorney client
(4) for economic dev
(5) for acquisition
(6) for personnel

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams				x
	4	0	0	1

CARRIED.

12 ADJOURNMENT

The meeting adjourned at 6:44 pm.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Chad McEwen
DATE:	October 5, 2020
SUBJECT:	Consideration of the Budget Amendment and Purchase Order for the purchase of 58.67 +/- acres of real property located on Highway 117N in Burgaw and identified as Parcel ID 3321-30-8998-0000.

SUMMARY:
For over a year the County has been in discussions and negotiations with Robert Morton regarding the purchase of the property listed above. The property consists of 58.67 +/- acres of land on Highway 117 N just outside of Burgaw. The property was appraised in March 2019 for $330,000. Upon revisiting the appraisal in June 2020, there was no change. In negotiations with Mr. Morton, he has agreed to a sales price of $330,000 for this parcel. A site assessment has also been completed for this site.

In addition, we are requesting a general fund balance appropriation in the amount of $350,000. In FY2020, $360,000 was budgeted for the purchase of land for a county park in the western part of the county. Those funds were not spent and put back into the general fund at the end of the fiscal year. This amount will cover the purchase price in full as well as attorney's fees, legal description preparation, and an environmental assessment.

The proposed Budget Amendment is attached. Please also include in your consideration the Purchase Order to Robert Morton in the amount of $330,000 from 665-407400.

Please note, copies of the appraisal report are included in your packet.

ACTION REQUESTED:
The requested action is the approval of the Budget Amendment and Purchase Order for the purchase of real property located at Highway 117 N in Burgaw and identified as Parcel ID 3321-30-8998-0000.

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

PENDER COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk to the Board
Melissa Long

Resolution Authorizing the Purchase of Approximately 62.073 Acres (PIN #3221-30-8998-0000) Along US Highway 117 North

WHEREAS, Pender County has explored the feasibility of purchasing additional land in the Burgaw area for future parks and recreational facilities and/or economic development initiatives, and

WHEREAS, Pender County has identified a tract North of Burgaw that is available for purchase and addresses all necessary requirements for the land Pender seeks which is described above, and

WHEREAS, Pender County has had preliminary wetland evaluations completed for the property and determined that only approximately 3.2 acres of wetland are contained on the subject property, and

WHEREAS, Pender County has had an appraisal completed on the property and negotiated a sell price of $330,000 with the owner which is consistent with the appraised value, and

WHEREAS, the following contingencies and terms of sale have been agreed to by both parties:

1) 120-day examination period from date of execution of contract to purchase
    a. Examination period can be extended in 30-day increments based on agreement of both parties
2) County will provide $10,000 in earnest money deposit that will be applied to purchase price at closing. If the contract is cancelled by the Buyer during the examination period, the full amount of the earnest money shall be refunded to the Buyer.

WHEREAS, the purchase of the above referenced property will require survey and legal description preparation, wetland delineation review by USCOE, and attorney fees related to the closing.

NOW THEREFORE BE IT RESOLVED, the Pender County Board of Commissioners hereby approves the purchase of the above described property based on the following terms:

1) Purchase price of $330,000.
2) The Board authorizes staff to execute all professional and legal services required to complete this sell. It is anticipated that these related expenses will not exceed $20,000. based on the above referenced terms and conditions.
3) Board of Commissioners hereby appropriates a total of $350,000

Adopted this the 5th day of October 2020.

_____
George R. Brown, Chairman
Pender County Board of Commissioners

ATTEST:

_____
Melissa Long, Clerk to the Board

Thursday, September 24, 2020

Pender County Budget Ordinance Amendment

Date Monday, October 5, 2020

Board Meeting Date (If Applicable) Monday, October 5, 2020

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Department 665 - PARKS & RECREATIONAL DEPARTMT

Purpose of Request

To budget appropriated fund balance to purchase Morton property.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Appropriated Fund Balance	350,000
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	665-407400	Capital Outlay	350,000
2			
3			
4			
5			

Total Revenues 350000

Total Expenditures 350000

Budget Amendment Balances when Zero. 0

Prepared By: Melissa Long

Email mlong@pendercountync.gov

Morton Appraisal

File No. 19-028



[redacted]

APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

TBD US Highway 117
Burgaw, NC 28425

for

Pender County
805 South Walker Street
Burgaw, NC
28425

as of

March 27, 2019

by

William J. Swain
120 N Cardinal Extension Dr, Ste 101
Wilmington, NC 28405

WJ Swain & Company

WJ Swain & Company
120 N Cardinal Extension Dr, Ste 101
Wilmington, NC 28405
(910) 782-8213

April 8, 2019

Pender County
805 South Walker Street
Burgaw, NC
28425

Property -	TBD US Highway 117 Burgaw, NC 28425
Client -	Pender County
File No. -	19-028

Dear Mr. McEwen,

In accordance with your request, I have prepared an appraisal of the real property located at TBD US Highway 117 , Burgaw, NC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of March 27, 2019 is :

$330,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

WJ Swain & Company

William J. Swain
NC Certification #A7656

LAND APPRAISAL REPORT File No.19-028

IDENTIFICATION

Owner Robert and Katrina Morton | Census Tract 9204.03 | Map Reference Mp Bk 33 / Pg 118
Property Address TBD US Highway 117
City Burgaw | County Pender | State NC | Zip Code 28425
Legal Description 58.67 ACRES PB 33/118
Sale Price $Unknown | Date of Sale TBD | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes $531.19 (yr.)
Client Pender County | Address 805 South Walker Street, Burgaw, NC, 28425
Occupant Vacant | Appraiser William J. Swain | Instructions to Appraiser Determine market value.
Intended User: Pender County | Intended Use: The intended use is to assist in a potential acquisition.

NEIGHBORHOOD

Location	[ ] Urban	[ ] Suburban	[X] Rural
Built Up	[ ] Over 75%	[ ] 25% to 75%	[X] Under 25%
Growth Rate [ ] Fully Dev.	[ ] Rapid	[ ] Steady	[X] Slow
Property Values	[ ] Increasing	[X] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[ ] In Balance	[X] Over Supply
Marketing Time	[ ] Under 3 Mos.	[X] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 45 % 1 Family % 2-4 Fam % Apts. % Condo 15 % Commercial
100.00 5 % Industrial 35 % Vacant % ____
Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)
(*) From To
Predominant Occupancy [X] Owner [ ] Tenant % Vacant
Single Family Price Range $ 50,000 to $ 650,000 Predominant Value $ 200,000
Single Family Age New yrs. to 120 yrs. Predominant Age 35 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation				X
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions		X		
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject is located in rural Pender County. Land uses are primarily a mix of residential, agricultural, and vacant land. Support facilities, including employment, shopping, schools, medical, and recreation, are available in town, but take somewhat longer to reach due to the rural nature of the area.

SITE

Dimensions See attached plat. = 58.67 acres [ ] Corner Lot
Zoning Classification RA - Rural Agricultural | Present Improvements [X] do [ ] do not conform to zoning regulations
Highest and best use: [X] Present use [ ] Other (specify)

	Public	Other (Describe)
Elec.	X	
Gas		Private available
Water	X	
San. Sewer	X	
	[ ] Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS
Street Access: [X] Public [ ] Private
Surface Asphalt
Maintenance: [X] Public [ ] Private
[ ] Storm Sewer [ ] Curb/Gutter
[ ] Sidewalk [ ] Street Lights

Topo Generally flat - cleared
Size 58.67 acres
Shape Irregular
View Rural Residential
Drainage Appears adequate
Is the property located in a HUD Identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) The subject contains 62.073 total acres; however, 3.402 acres are in the right of way (US Hwy 117). The net size, 58.671 acres, is what is used for this analysis.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.
For the Market Data Analysis [X] See grid below. [ ] See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	TBD US Highway 117 Burgaw, NC 28425	0 Highsmith Road Rocky Point, NC 28457		644 NC Highway 133 Rocky Point, NC 28457		0 Murray Town Road Burgaw, NC 28425	
Proximity to Subj.	[redacted]	11.05 miles S		13.97 miles S		1.97 miles E	
Sales Price	$ Unknown	[redacted]	$ 375,000	[redacted]	$ 450,000	[redacted]	$ 259,000
Price	$	[redacted]	$ 3,505	[redacted]	$ 3,741	[redacted]	$ 6,218
Data Source	Inspection/Pub.Rec.	MLS#100108597/Pub.Rec.		MLS#100003046/Pub.Rec.		MLS#100061065/Pub.Rec.	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
	TBD	12/16/2018		03/28/2018		03/28/2018	
Location	Rural	Rural		Rural		Rural	
Site/View	Rural Residential	Rural Residential		Rural Residential		Rural Residential	
Site Area	58.67 acres	107.00 acres	+150,000	120.30 acres	+225,000	41.65 acres	-25,900
Topography	Cleared	Cleared		Wooded	+45,000	Cleared	
Sales or Financing Concessions							
Net Adj. (Total)	[redacted]	[X] Plus [ ] Minus $	150,000	[X] Plus [ ] Minus $	270,000	[ ] Plus [X] Minus $	-25,900
Indicated Value of Subject		Gross 40.0% Net 40.0%	$ 525,000	Gross 60.0% Net 60.0%	$ 720,000	Gross 10.0% Net -10.0%	$ 233,100

RECONCILIATION

Comments on Market Data: See additional comments.

Comments and Conditions of Appraisal: See additional comments.

Final Reconciliation: See additional comments.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF March 27, 2019 to be $330,000

WJ Swain & Company

File No. 19-028

ADDITIONAL COMPARABLES

Intended User: Pender County
Property Address: TBD US Highway 117
City: Burgaw County: Pender State: NC Zip Code: 28425
Client: Pender County

MARKET DATA ANALYSIS

ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	TBD US Highway 117 Burgaw, NC 28425	2A & 3A Coras Grove Road Burgaw, NC 28425					
Proximity to Subj.		4.39 miles W					
Sales Price	$ Unknown	[redacted]	$ 193,000	[redacted]	$	[redacted]	$
Price	$		$ 3,574		$		$
Data Source	Inspection/Pub.Rec.	MLS#100088716/Pub.Rec.					
Date of Sale and Time Adjustment	DESCRIPTION: TBD	DESCRIPTION: 02/15/2018	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
Location	Rural	Rural					
Site/View	Rural Residential	Rural Residential					
Site Area	58.67 acres	54.00					
Topography	Cleared	Wooded	+19,300				
Sales or Financing Concessions							
Net Adj. (Total)	[redacted]	[X] Plus [ ] Minus $ 19,300		[ ] Plus [ ] Minus $		[ ] Plus [ ] Minus $	
Indicated Value of Subject		Gross 10.0% Net 10.0% $ 212,300		$		$	

Comments on Market Data Analysis

File No. 19-028

ADDITIONAL COMMENTS

Intended User	Pender County				
Property Address	TBD US Highway 117				
City	Burgaw	County	Pender	State	NC	Zip Code	28425
Client	Pender County				

COMMENTS ON MARKET DATA

A two year analysis of all land sales across Pender, Onslow, and New Hanover Counties, containing at least 20 acres, was conducted. This search yielded a sufficient amount of data, which is summarized below.

A total of 10 sales meeting the above described criteria were observed from the 2017-2018 period. The sale price per acre scale was $2,284 to $6,218. The average price per acre was $4,283. The median was $4,096.

For the 2018-present period, a total of 7 sales were observed. The sale price per acre scale was $2,529 to $9,086. The average price per acre was $5,853. The median price per acre was $5,851.

COMMENTS AND CONDITIONS OF APPRAISAL

After analyzing sales data from the previous two year period, the four most recent, reasonably similar, sales are provided for comparison. The dollar adjustments made for differences represent the percentage of increase or decrease in the price per acre the specific characteristic has. Adjustments are minimal and summarized below.

Sales one through three require adjustments for significant differences in site size. Sales two and four require upward adjustments for being wooded properties, which is inferior to the subject. No further adjustments are necessary.

FINAL RECONCILIATION

The Sales Comparison Approach is the only approach to value that was developed. It best represents market activity, therefore it is considered the most reliable approach to value. Although land can be leased, primarily for agriculture or hunting purposes, the income generated from these types of leases is not significant enough for typical investors. Therefore, the Income Approach was not developed. The Cost Approach is not an appropriate method for valuing vacant land.

The sales used for comparison produced an indicated price per acre scale of $3,931 to $5,985. The breakdown on each comparable sale's adjusted price per acre is as follows;

1. $4,906
2. $5,985
3. $5,596
4. $3,931

Sales one and three are given the most weight. With the exception of sale four, these two properties have the lowest gross adjustment percentages, which is indicative of being the most similar to the subject. Sale four has a low gross adjustment percentage as well; however, it's adjusted price per acre is somewhat of an outlier from the remaining sales and from the statistical measures mentioned elsewhere in the report. No weight is given to it. The gross adjustment percentage for sale two exceeds 50%, which diminishes the reliability to a degree. Nonetheless, it does provide additional support.

After this analysis, a price per acre of $5,600 is adopted. This produces an indicated value for the subject of $328,552 ($5,600 x 58.67 ac), ~~which is rounded to $330,000~~.

$58.671 acres
3.2 acres (wetland)
55.471 acre gross (minus ROW and wetlands)
x $5,600 = $310,637.60

File No. 19-028

Additional Statements

Intended User: Pender County

Property Address: TBD US Highway 117

City: Burgaw County: Pender State: NC Zip Code: 28425

Client: Pender County

A visual observation of the accessible areas was performed. The appraisal cannot be relied upon to disclose conditions or defects in the property. Furthermore, simply because a borrower or third party may receive a copy of this report, does not mean the borrower or third party is an intended user. The intended user is the client. No other intended users have been identified. The intended use is to evaluate the property that is the subject of this report and determine market value as defined herein. This report is subject to the stated scope of work, purpose of this appraisal, reporting requirements, and any other assignment conditions.

I have prepared this report in full compliance with the Appraiser Independence Requirements. Furthermore, this report has been prepared in compliance with USPAP guidelines and was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

No sales/transfers of the subject were observed in the three years prior to the effective date.

The subject's tax parcel ID number is 3321-30-8998-0000.

File No. 19-028

Scope of Work

Borrower or Owner Pender County
Property Address TBD US Highway 117
City Burgaw County Pender State NC Zip Code 28425
Lender or Client Pender County

Scope of Work is defined as "the type and extent of research and analysis in an assignment". To determine the appropriate scope of work for the assignment, we considered the intended use and user of the appraisal, the complexity of the property and assignment, and other pertinent factors. Our concluded scope of work is described below.

Report Type
This appraisal report is presented in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) Standard Rule 2-2. This report is intended to fully comply with all applicable portions of the USPAP version in effect on the date this report was prepared. This report has also been prepared to fully comply with the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA)/ Interagency Appraisal and Evaluation Guidelines.

Data Research & Analysis
The research and analysis process includes the collecting, verifying and analyzing of relevant data. This includes, but is not limited to comparable sales and/or lease information. Although we make a concerted effort to confirm the nature of each sale or lease with a party to the transaction, it is sometimes necessary to rely on secondary verification sources deemed reliable.

Property Identification
The subject property has been identified by the legal description, the county assessor's parcel number, street address and/or general description.

Property Inspection/Observation
William J. Swain made an observation of the subject property on March 27, 2019.

Market Area & Market Conditions
A review and analysis of the market and sub-market areas and current market conditions have been made. Our office maintains a comprehensive database for the market area and has utilized it and additional market data relevant to this analysis.

Highest & Best Use Analysis
A Highest and Best Use Analysis for the subject property has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

Valuation Methodology
Appraisers typically consider the use of three primary approaches to value when developing a market value opinion for real property. These include the Cost Approach, Sales Comparison Approach and Income Approach. The inclusion/exclusion of these approaches in this assignment is noted in the final reconcilation.

Intended Use
The intended use is to assist in a potential site acquisition.

Intended User
The intended user is the client, Pender County

Market Value
Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

File No. 19-028

Certification

Borrower or Owner: Pender County
Property Address: TBD US Highway 117
City: Burgaw County: Pender State: NC Zip Code: 28425
Lender or Client: Pender County

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

9. I, William J. Swain have made a personal inspection of the property that is the subject of this report.

10. No one, other than those signing this Certification, has provided significant real property appraisal assistance to the person(s) signing this Certification.

13. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

15. As of the date of this report, I, William J. Swain, have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

APPRAISER:
Signature: William J. Swain
Name: William J. Swain
Date Signed: 04/08/2019
State Certification #: A7656
or State License #:
State: NC
Expiration Date of Certification or License: 06/30/2019

WILLIAM JASON SWAIN CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER A7656

SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature:
Name:
Date Signed:
State Certification #: A6988
or State License #:
State:
Expiration Date of Certification or License:
☐ Did ☐ Did Not Inspect Property

USPAP Compliance Addendum

File No. 19-028

Borrower/Client	Pender County
Property Address	TBD US Highway 117
City	Burgaw
County	Pender
State	NC
Zip Code	28425
Lender/Client	Pender County

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

[X] **Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

[ ] **Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

* The statements of fact contained in this report are true and correct.
* The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
* I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
* This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

[X] I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

[ ] I have **NOT** made a personal inspection of the property that is the subject of this report.

[X] I **HAVE** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

[X] A reasonable marketing time for the subject property is 180 day(s) utilizing market conditions pertinent to the appraisal assignment.

[X] A reasonable exposure time for the subject property is 180 day(s).

APPRAISER

Signature: William J. Swain

Name: William J. Swain

Date of Signature: April 8, 2019

State Certification #: A7656

or State License #:

State: NC

Expiration Date of Certification or License: 06/30/2019

Effective Date of Appraisal: March 27, 2019

WILLIAM JASON SWAIN CERTIFIED RESIDENTIAL APPRAISER A7656 NORTH CAROLINA REAL ESTATE APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:

Name:

Date of Signature:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Supervisory Appraiser Inspection of Subject Property:

[ ] Did Not [ ] Exterior-only from Street [ ] Interior and Exterior

File No. 19-028

GIS Aerial

Intended User: Pender County
Property Address: TBD US Highway 117
City: Burgaw County: Pender State: NC Zip Code: 28425
Client: Pender County



1:12,883
0 0.1 0.2 0.4 mi
0 0.175 0.35 0.7 km

TBD US Highway 117 1 inch = 1,074 feet
April 8, 2019

N W E S

PIN:	3321-30-8998-0000
Owner:	MORTON ROBERT et al 608 SOUTH LUMINA AVE WRIGHTSVILLE BEACH, NC 28480
Deed Ref:	1663/183
Property Address:	117 HWY
Description:	58.67 ACRES PB 33/118
Subdivision:	
Tax Codes:	G01 F21 R40
Sale Price:	
Sale Date:	2001-02-02
Plat:	00330118
Account No:	800134
Township:	BURGAW
Acres:	60.67
Land Value:	
Building Value:	
Total value:	
Deferred Value:	
Exempt Amount:	
PCL Class:	R
Heated Sq Feet:	

WJ Swain & Company

File No. 19-028

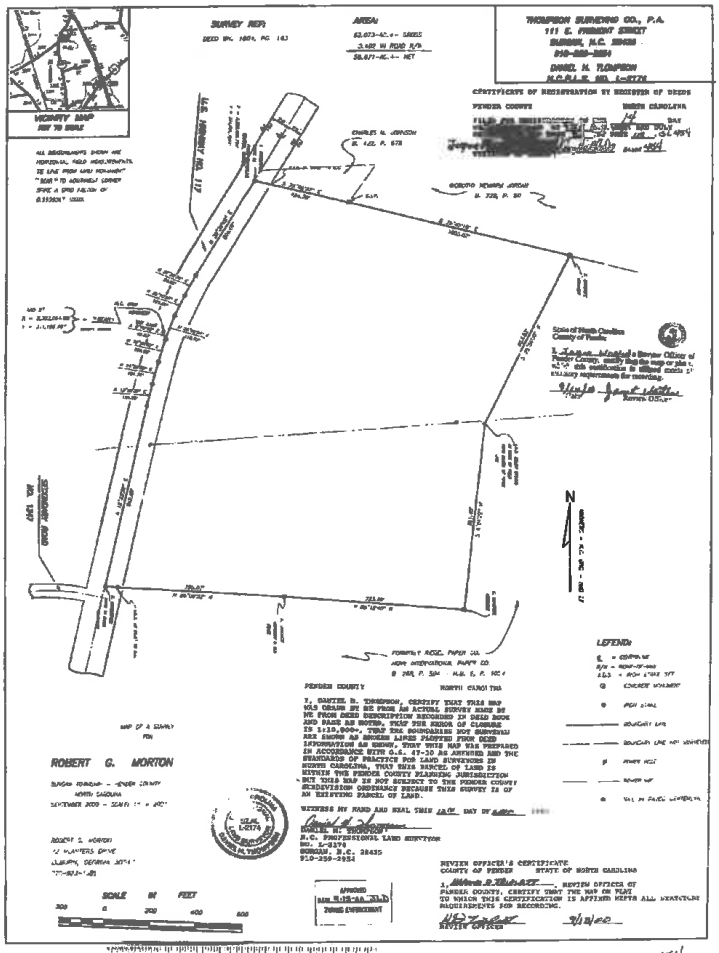
SITE PLAN

Intended User: Pender County

Property Address: TBD US Highway 117

City: Burgaw County: Pender State: NC Zip Code: 28425

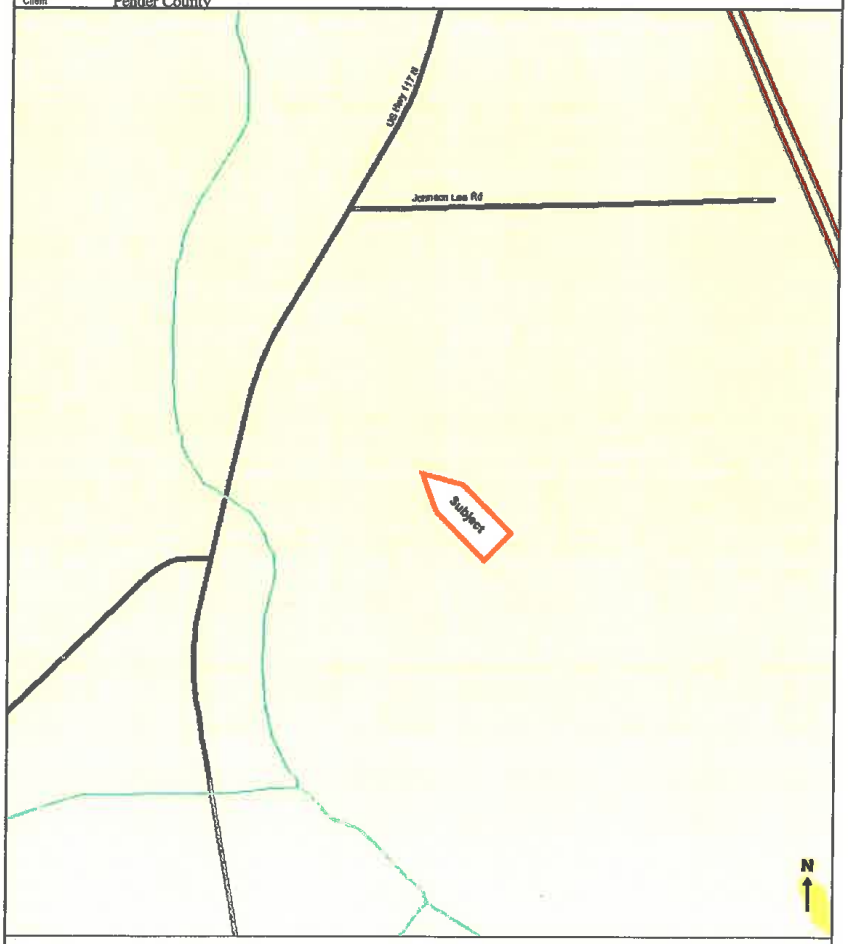
Client: Pender County



File No. 19-028

FLOOD MAP

Intended User: Pender County
Property Address: TBD US Highway 117
City: Burgaw County: Pender State: NC Zip Code: 28425
Client: Pender County



Flood Zones

- Areas inundated by 500-year flooding
- Areas outside of the 100- and 500-year flood plains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazards
- Areas not mapped on any published FIRM

Flood Zone Determination

Latitude: 34.598513
Longitude: -77.922641
Community Name:
UNINCORPORATED AREAS
Community: 370344
SFHA (Flood Zone): No
Within 250 ft. of multiple flood zones: No
Zone: X **Map #:** 3720332100J
Panel: 3321J **Panel Date:** 02/16/2007
FIPS Code: 37141 **Census Tract:** 9204.03

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

File No. 19-028

PHOTOGRAPH ADDENDUM

Intended User: Pender County
Property Address: TBD US Highway 117
City: Burgaw County: Pender State: NC Zip Code: 28425
Client: Pender County



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

WJ Swain & Company

File No. 19-028

PHOTOGRAPH ADDENDUM

Intended User: Pender County
Property Address: TBD US Highway 117
City: Burgaw County: Pender State: NC Zip Code: 28425
Client: Pender County



COMPARABLE #1

0 Highsmith Road
Rocky Point, NC 28457

Price	$375,000
Price/SF	3,505
Date	12/16/2018
Site Area	107.00 acres
Value Indication	$525,000



COMPARABLE #2

644 NC Highway 133
Rocky Point, NC 28457

Price	$450,000
Price/SF	3,741
Date	03/28/2018
Site Area	120.30 acres
Value Indication	$720,000



COMPARABLE #3

0 Murray Town Road
Burgaw, NC 28425

Price	$259,000
Price/SF	6,218
Date	03/28/2018
Site Area	41.65 acres
Value Indication	$233,100

File No. 19-028

PHOTOGRAPH ADDENDUM

Intended User: Pender County
Property Address: TBD US Highway 117
City: Burgaw County: Pender State: NC Zip Code: 28425
Client: Pender County



COMPARABLE #4

2A & 3A Coras Grove Road
Burgaw, NC 28425

Price	$193,000
Price/SF	3,574
Date	02/15/2018
Site Area	54.00
Value Indication	$212,300

COMPARABLE #5

Price	$
Price/SF	
Date	
Site Area	
Value Indication	$

COMPARABLE #6

Price	$
Price/SF	
Date	
Site Area	
Value Indication	$

File No. 19-028

WJ SWAIN&CO
REAL ESTATE APPRAISALS AND CONSULTING

www.wjswain.com jason@wjswain.com (910) 782-8213

Qualifications for William "Jason" Swain

EDUCATION
University of North Carolina at Wilmington
B A , Political Science (May 2007)

PRIVATE SECTOR EXPERIENCE
Nest Realty – Wilmington (December 2015 – Present)
Realtor® / NC Licensed Real Estate Broker (#282454)

WJ Swain & Company – Wilmington, NC (January 2017 - Present)
President/Certified Residential Appraiser (#A7656)

Cape Fear Valuation Services, LLC – Wilmington, NC (October 2012 - December 2016)
Owner / NC Certified Residential Appraiser (#A7656)

Cavenaugh Appraisals – Wilmington, NC (June 2008 - October 2012)
NC Registered Trainee Appraiser (#T5134)

PUBLIC SECTOR EXPERIENCE
City of Wilmington Engineering Division – Wilmington, NC (December 2014 – May 2016)
Property Acquisition Specialist

New Hanover County Tax Department - Wilmington, NC (November 2013 – December 2014)
Appraiser

PROFESSIONAL LICENSES
North Carolina Certified Residential Appraiser. # A7656
North Carolina Licensed Real Estate Broker. # 282454

PROFESSIONAL MERITS AND AFFILIATIONS
FHA Approved Appraiser
Appraisal Subcommittee's National Registry
Practicing Affiliate of the Appraisal Institute
Member of the North Carolina Professional Appraisers Coalition (NCPAC)
Member of the Cape Fear REALTORS®
2016 Chairman – Cape Fear REALTORS® Appraisal Division
2017 Member – New Hanover County Board of Equalization and Review

EXPERIENCE TESTIFYING BEFORE THE FOLLOWING
New Hanover County Board of Equalization and Review – Wilmington, NC
Carteret County Board of Equalization and Review – Beaufort, NC
North Carolina Property Tax Commission – Raleigh, NC
NC District Court/District 5 – Wilmington, NC

File No. 19-028

NORTH CAROLINA APPRAISAL BOARD

APPRAISER QUALIFICATION CARD

Expires June 30, 2019

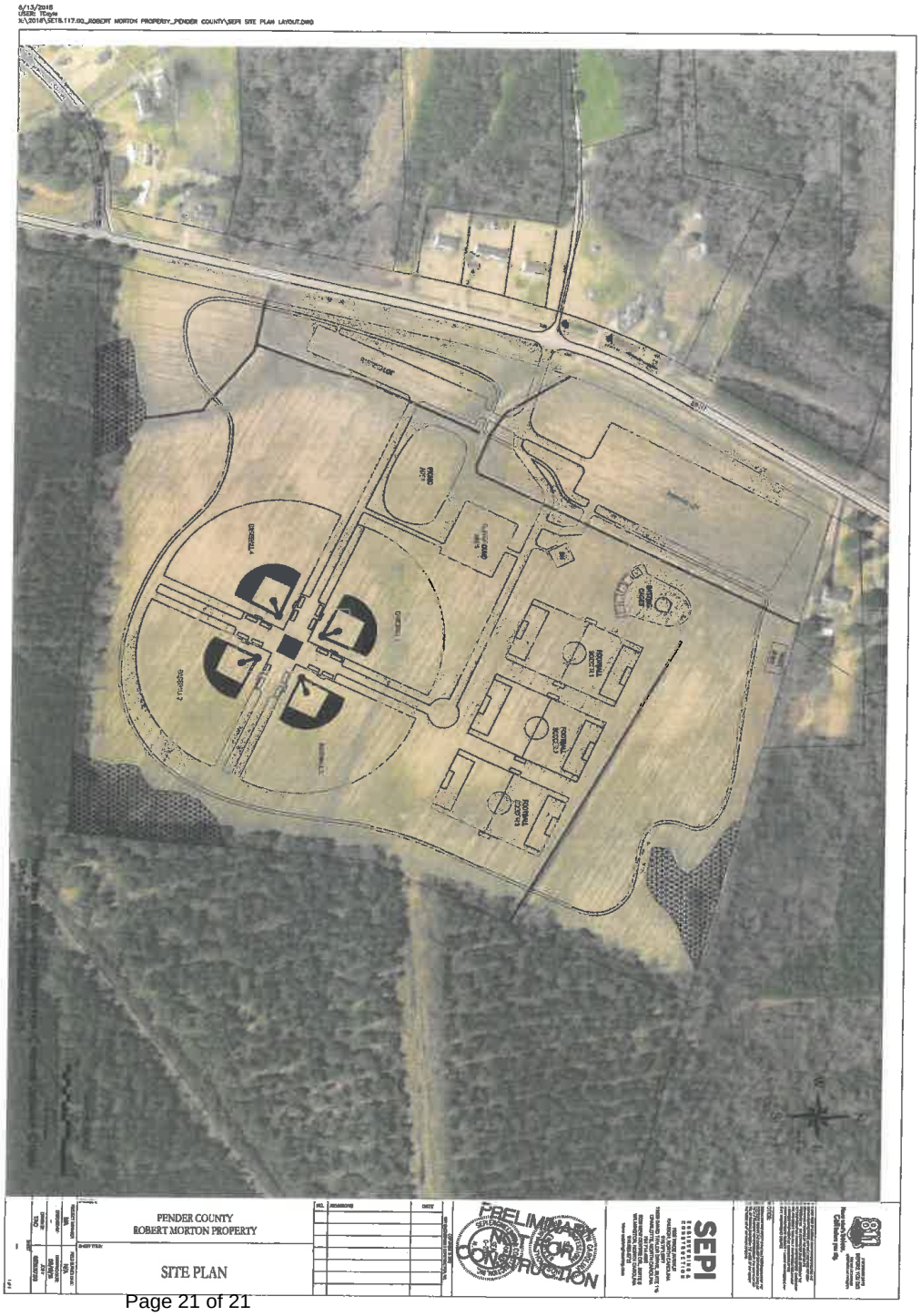
REGISTRATION / LICENSE / CERTIFICATE HOLDER

18 **WILLIAM JASON SWAIN** 19

A7656	C	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

APPRAISER'S SIGNATURE

EXECUTIVE DIRECTOR


PENDER COUNTY
ROBERT MORTON PROPERTY
SITE PLAN
PRELIMINARY
NOT FOR CONSTRUCTION
SEPI

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 2, 2021
SUBJECT:	Approval to carry over two Purchase Order for Fairway Ford in the amount of $447,054.58.

SUMMARY:
Due to COVID-19, the manufacture of the microchips for Ford vehicles are behind on production which led to vehicles being behind on being manufactured. Fairway Ford has given Pender County Sheriff's Office a time line for eight of the nine vehicles will go into production the week of September 6th. The ninth vehicle has not been put on the schedule for production just yet.

Pender County Sheriff's Office is asking that the Purchase Orders be carried over into Fiscal Year 22.
Purchase order# 642 in the amount of $47,040.82
Purchase order# 685 in the amount of $400,013.76

These funds will come out of account 510-407403.

ACTION REQUESTED:
Approval to carry over two Purchase Order for Fairway Ford in the amount of $447,054.58.

PURCHASE ORDER

00000564-00 FY 2021 H

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449

BURGAW , NC 28425

VENDOR

Fairway Ford Inc

P.O. Box 959
Hwy 117 Bypass South

Burgaw, NC 28425

SHIP TO

PENDER CO SHERIFF DEPT H
605 E. FREMONT ST

BURGAW, NC
28425

Requisition
692

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/05/21	000034			SHERIFF

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	2021 Ford Police Interceptor utility Explorers Sheriff's Association pricing Approved 02/01/2021, item# 8.2	2.00	EACH	34011.000	68,022.00
				PO TOTAL	68,022.00

** END OF REPORT - Generated by Jennifer Coleman **

PURCHASE ORDER

00000685-00 FY 2021 H

BILL TO

PENDER CO SHERIFF DEPT
PO BOX 1449

BURGAW , NC 28425

VENDOR

Fairway Ford Inc

P.O. Box 959
Hwy 117 Bypass South

Burgaw, NC 28425

SHIP TO

PENDER CO SHERIFF DEPT H
605 E. FREMONT ST

BURGAW, NC
28425

Requisition
834

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/14/21	000034			SHERIFF

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	2021 Ford Explorer AWD Police Interceptor at NCSA specifications and price including outfitting them with emergency lights, sirens and other officer safety equipment	8.00	EACH	50001.720	400,013.76
				PO TOTAL	400,013.76

** END OF REPORT - Generated by Jennifer Coleman **

Pender County
Authorization for One NC Local Government Grant Agreement

TO:	BOCC
FROM:	Chad McEwen
DATE:	August 2, 2021
SUBJECT:	One NC Fund Grant - Project No. 2018-23033

SUMMARY:
To proceed with requesting disbursements from the Department of Commerce One NC Fund Grant Project No. 2018-23033 the following forms have to be signed; Local Government Grant Agreement, Company Performance Agreement, and Local Government Disbursement Certification. Vendor for the project is Polyhose Incorporated and grant amount is $75,000.

DocuSign Envelope ID: 1D5EB492-B74C-4D9D-B612-1366967BA05D

NORTH CAROLINA
DEPARTMENT of COMMERCE

Roy Cooper
GOVERNOR

Machelle Sanders
SECRETARY

July 15, 2021

Chad McEwen
Manager
Pender County
805 S. Walker Street
Burgaw, NC 28425

SUBJECT: One NC Fund Grant – Project No. 2018-23033
Local Government Grant Agreement & Company Performance Agreement
County of Pender/Polyhose Incorporated

Dear Mr. McEwen:

A copy of the Terms of the One NC Grant, the Local Government Grant Agreement and Company Performance Agreement for the above project are enclosed. The Local Government Grant Agreement and Company Performance Agreement need to be executed by the County Manager or Commissioner. Return by email one of each signed to my attention. Keep a set for your file.

When I receive the executed agreements, copies will be sent to the company. Please note: before funds can be disbursed, all requirements as stated in the Company Performance Agreement must be met.

A copy of the Local Government Disbursement Certification form (Exhibit A) is enclosed. It will need to be completed and returned to me when requesting a disbursement.

The grant is subject to the requirement that the local government provide the Department of Commerce a copy of the agreement listing the company governing the local incentive for the project. **Please submit, along with your executed Company Performance Agreement and Local Government Grant Agreement, a copy of your Local Government Incentive Agreement with Polyhose Incorporated and agreements regarding any other North Carolina incentive given.**

Should you have questions regarding the grant funding process please call me at 919-814-4615 or email kstagg@nccommerce.com. E-Mail the agreements back when completed. Thank you.

Sincerely,

DocuSigned by:
Kenny Stagg
B3CC772FAA3D45A...
Kenny Stagg

Enclosures

Terms of One NC Grant

Local Government: County of Pender
Project Company: Polyhose Incorporated
Grant Amount: $75,000

Guarantor	Polyhose India Private Ltd
Related Member Party/Parties	Supreme Ventures Inc.
Project Description	Manufacturing industrial hoses.
Facility Location	Pender Commerce Park; Burgaw, NC
Grant Period	5 years beginning November 26, 2019
Grant End Date	November 26, 2024
Target New Jobs (goal)	51
Target New Investment (goal)	$7,900,000
Required New Jobs (required for full grant)	46
Required New Investment (required for full grant)	$7,110,000
Average weekly wage for all full-time jobs (Wage Standard)	$627
Retained Jobs, if any	NA
Closeout	The earlier of when performance is complete, or the Grant End Date

Other Requirements

- Health insurance for all fulltime jobs
- Use grant proceeds for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations
- Must provide verification that Project has received all environmental permits
- The grant is subject to the requirement that the Local Government deliver to the Department of Commerce a copy of the agreement with the Company governing the local incentives to be provided for the project.

- By no later than February 1 following the end of each year during the later of the end of the Grant Performance Period or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the grant, the Company will submit a report to the DOC in the form of Exhibit B, documenting the Local Government contribution of eligible matching funds, through the just completed calendar year, and a copy of the Company's fourth calendar quarter performance, ending December 31. In addition, during the grant period, the Company shall provide a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30).

Disbursement of Grant

4 installments equal to 25% of grant each, on demonstration of creation of:

- 25% of Target New Jobs;
- 50% of Target New Jobs
- 75% of Target New Jobs
- Required New Jobs and Required Investment

and evidence of making Statutorily Qualifying Expenditures, Environmental Permits, and Retained Jobs (if required, as set forth above).

Obligation to Repay Grant

- Failure to provide required health insurance
- Failure to achieve Wage Standard
- Ceasing project operations
- Failure to maintain jobs for the requisite time beyond Closeout (1-2 years depending on Closeout timing)

Adjustments to Grant at Closeout

- If Closeout occurs on the date five years from the date of the Grant award and the Company has failed to:

    - Create and retain Required New Jobs, or
    - Make statutorily qualifying expenses equal to 100% of the grant, or
    - Make the Required Investment

    the amount of the grant will be reduced on a pro rata basis to reflect the percentage by which the Company failed to meet its performance goals.

    To the extent the amount of the reduced grant is *less* than the amount that has been previously disbursed, the Company must reimburse DOC for the difference.

Obligations beyond Closeout

- If Closeout occurs more than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout for **two years** after the date of Closeout.

- If Closeout occurs less than one year prior to the Grant End Date, the Company must maintain **at least 90%** of the New Jobs in place at Closeout until the date that is the one-year anniversary of the Grant End Date.

- If the Company fails to maintain **at least 90%** of the number of New Jobs in place at Closeout for **the required time period**, the Company must reimburse DOC the entire amount of the Grant.

Statute and Guidelines Governing Grant

- N.C. Gen. Stat. 143B-437.70 *et seq.*
- Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund.

DocuSign Envelope ID: 50401E2D-2E0D-486C-9DBF-22A9FADF8E83

LOCAL GOVERNMENT GRANT AGREEMENT

THE ONE NORTH CAROLINA FUND

Local Government Name: County of Pender **Grant No. 2018-23033**

Project Name: Polyhose Incorporated

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the "**LGGA**") is effective the 26th day of November 2019 (the "**Effective Date**") by and between the **County of Pender, North Carolina** (hereinafter referred to as the "**Local Government**"), and the **North Carolina Department of Commerce** (hereinafter referred to as "**DOC**");

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the "**Program"**) to make funding available within North Carolina "to secure commitments for the recruitment, expansion or retention of new or existing businesses"; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by Polyhose Incorporated (the "**Company**"), a business that has competitively chosen to locate or expand operations for the following project (the "**Project**") in North Carolina:

A plant (the "**Facility**") at which the Company will manufacture industrial hoses to be located in the Pender Commerce Park in the Town of Burgaw in Pender County, North Carolina.

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the "**Match**"); and

WHEREAS; the Local Government's application (the "**Local Government Application**") has been approved by DOC for funding, based on the Local Government's commitments, and the commitments made by the Company in its Program application (the "**Company Application**"); and

WHEREAS, the Company has executed an agreement (the "**Company Performance Agreement**" or "**CPA**") with the Local Government reflecting the Company's commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina's economic development, and the terms on which funds will be made available for such activity from the Program.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of Seventy-Five Thousand Dollars ($75,000.00) for the Project (the "**Grant**"), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.,* the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the "**Program Guidelines**"), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC. In addition to the Company and the Local Government, the following are required parties to the CPA: Polyhose India Private Ltd (the "**Guarantor**") Supreme Ventures Inc. ("**Related Member Parties**").

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the "**Local Government Disbursement Request**"), and a duly executed completed Company's disbursement request and certification in the form of Exhibit A to the CPA (the "**Company Disbursement Request**").

II. LOCAL GOVERNMENT'S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the "**Local Incentive Agreement**"), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved, the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained and any other required performance criteria are satisfied and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the "**Secretary**") and not inconsistent with the Secretary's authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC's prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company, Related Member Party or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary's authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

(l) In addition, in the event that the Company, Related Member Party or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company or Guarantor, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) **This Grant award shall terminate and be null and void on September 17, 2021, if by that date the Local Government has not delivered back to the DOC, this LGGA and CPA, duly executed by an authorized official of the Local Government and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date: July 14, 2021

By: DocuSigned by: Marqueta Welton 39E8EEEB04F0496...

For: Machelle Sanders, Secretary
North Carolina Department of Commerce

Signature Page Follows

DocuSign Envelope ID: 50401E2D-2E0D-486C-9DBF-22A9FADF8E83

County of Pender
(Local Government)

Date: _____

By: _____

(Official Seal)

Name:_____
Title:_____
Authorized Official

Date: _____

ATTEST:

_____, Clerk
_____

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "**CPA**") is effective the 26th day of November 2019 (the "**Effective Date**"), by, between, and among Polyhose Incorporated a New Jersey Corporation authorized to do business in North Carolina (the "**Company**"), Supreme Ventures Inc., a North Carolina Corporation authorized to do business (the "**Related Member Party**"), Polyhose India Private Ltd an Indian Company (the "**Guarantor,**"), who, together with the Company shall be jointly and severally liable for the obligations under this CPA, and the County of Pender, North Carolina (the "**Local Government**," and together with the Company, the Related Member Party, and the Guarantor, the "**Parties**"). The Company, the Related Member Party and the Guarantor are hereinafter collectively referred to as the "**Company Parties,**" and each a "**Company Party**").

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "**DOC**"); and

WHEREAS, a One North Carolina Fund grant award in the amount of Seventy Five Thousand Dollars ($75,000) (the "**Grant**") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "**LGGA**"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating fifty one (51) new jobs (the "**Target New Jobs**") which shall be permanent full-time jobs (each, a "**New Job**") and Seven Million Nine Hundred Thousand Dollars ($7,900,000) (the "**Target Investment**") in new investment in the State of North Carolina; and

WHEREAS, the Related Member Party will be responsible for some of the performance required by this CPA and the benefits thereof are defined solely between the Company and the Related Member Party; and

WHEREAS, the Company Parties have represented that the Grant is necessary to enable the investment and job creation by the Company and Related Member Party to occur and go forward in North Carolina; and

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "**Program Guidelines**"); and

WHEREAS, the Guarantor has agreed to guarantee the performance and obligations of the Company and Related Member Party hereunder, and its guaranty is made for the benefit of the DOC and the Local Government and to induce the DOC and the Local Government to enter into this CPA, in consideration of the benefits provided to the Company and to the Guarantor by virtue of its ownership interests;

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company, the Related Member Party, the Guarantor, and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

1.1 The Company and the Related Member Party shall undertake and operate in a timely manner the following project at the following location (the "**Project**"):

A plant (the "**Facility**") at which the Company will manufacture industrial hoses to be located in the Pender Commerce Park in the Town of Burgaw in Pender County, North Carolina.

Required Performance Criteria such as job creation and investment may be performed by either or both of the Company and Related Member Party, which both agree to be bound by the obligations set forth herein, in respect thereof, provided however, that all grant payments shall be made to the Company only, as the sole entity eligible to receive grant payments.

1.2 The Company and Related Member Party shall maintain their current operations at their facilities in North Carolina.

1.3 The Company, together with the Related Member Party, if applicable, shall make good faith efforts to create and maintain the Target New Jobs as part of the project, as described in the Company's application to DOC (the "**Company Application**"). The New Jobs must be filled by employees hired for the project on or after the Effective Date, who work for at least thirty-five

(35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full amount of the grant, the Company must create Forty-Six (46) New Jobs (the "**Required New Jobs**") (90% of the Target New Jobs) by November 26, 2024 (the "**Grant End Date,**" which shall be five years from the date on which the Grant was formally awarded) (the period between November 26, 2019 and November 26, 2024, the "**Grant Period**").

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of any of the Company Parties or any of their related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Twenty-Seven Dollars ($627) per week (the "**Wage Standard**").

1.5 The Company and Related Member Party, as applicable, shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d).

1.6 The Company, together with the Related Member Party, if applicable, shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Seven Million One Hundred Ten Thousand Dollars ($7,110,000) by the Grant End Date (the "**Required Investment**") (90% of the Target Investment).

1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("**Statutorily Qualifying Expenses**"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.

1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 DISBURSEMENT OF GRANT

2.1 Proceeds of the Grant up to a total amount of Seventy-Five Thousand Dollars ($75,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above ("**Performance Criteria**"). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company and as

applicable, the Related Member Party, must certify their performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the "**Company Disbursement Request**"), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the "**Local Government Disbursement Request**"). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:

a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 13 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements, (iii) invested not less than twenty-five percent (25%) in Statutorily Qualifying Expenses, and (iv) obtained all required environmental permits.

b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 26 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements and (iii) invested not less than fifty percent (50%) in Statutorily Qualifying Expenses.

c. The third twenty-five percent (25%) of the funds will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 38 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements and (iii) invested not less than seventy-five percent (75%) in Statutorily Qualifying Expenses.

d. The final twenty-five percent (25%) of the funds will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained the Required New Jobs, (ii) satisfied the Wage Standard and health insurance requirements, (iii) made the Required Investment in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

2.2 DOC will close out the Grant on the first to occur of

(i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

(ii) The Grant End Date.

("**Closeout**").

Following Closeout, to the extent any grant proceeds may be due and upon submission of a duly completed Company Disbursement Request and Local Government Disbursement Request, a final grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

3.1 **Failure to Provide Health Insurance**. If, at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company or Related Member Party fail to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default under this CPA and the Company and/or Guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.

3.2 **Ceasing Project Operations**. If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company and Related Member Party substantially cease operations at the Facility, the Company and/or Guarantor shall immediately repay all grant funds previously disbursed in accordance with this CPA.

3.3 **Failure to Achieve Wage Standard**. If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company and/or Guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.

3.4 **Reserved.**

3.5 **Other Failures to Comply**. The Company may be required to reimburse grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.

3.6 **Recovery of Costs**. If the Company and/or Guarantor fail to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company and/or Guarantor, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

4.1 If Closeout occurs on the Grant End Date and the Company, together with the Related Member Party, if applicable, has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the grant shall be reduced to the smallest of the following amounts (the "**Adjusted Grant**"):

a. The amount obtained by multiplying the grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

b. The amount obtained by multiplying the grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

c. The amount the Company has spent on Statutorily Qualifying Expenses

4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.

5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one-year anniversary following the Grant End Date.

5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2

hereof, the Company will be in default under this CPA and shall reimburse to DOC the total amount of the grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

6.1 The Company Parties shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the any jobs that do not qualify as New Jobs) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's and/or Related Member Party's NCUI 101s, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company and Related Member Party shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from any affiliate of a Company Party in North Carolina, even if those employees are included in the NCUI 101s. The Company and Related Member Party shall each certify how many of the employees listed on their respective NCUI 101s, in each month qualify under the definition of New Jobs, and the Guarantor shall all certify the foregoing. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's and Related Member Party's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of each of the Company Parties.**

6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:

A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).

B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement

available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "**Secretary**"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

6.4 Each Company Party shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits. Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, each Company Party agrees that any duly authorized representative of the Local Government, and the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management, shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If any Company Party fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if any Company Party fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary, as applicable, may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA and/or require reimbursement of all or any portion of the grant previously paid.

The Company Parties shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the **Public Records Act**, the applicable Company Party shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

Each Company Party has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company Parties shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to a Company Party, to the extent that the Company Party notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company Parties shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.

6.7 The Company Parties acknowledge that none of the North Carolina operations owned by a Company Party or related entities shall be curtailed as a result of the Project.

6.8 The Company Parties shall perform and abide by all commitments they made in the Company Application, except as otherwise expressly stated herein. The Company Parties affirm their commitments made in the Company Application and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to the DOC shall be resolved in favor of this CPA.

6.9 The Company Parties indemnify and hold harmless the Local Government, DOC and State entities and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company Parties in connection with the performance of this CPA and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company Parties release the Indemnified Parties from, and agree that such Indemnified Parties are not liable for, and agree to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company Parties or any of their agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company Party's obligations under this Paragraph.

6.10 The representations made by the Company Parties in the Company Application or as part of the application process are incorporated herein by reference and deemed by the Parties to be material

to this CPA. The Company Parties affirm these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.

6.11 The recitals are an integral part of this CPA.

6.12 If a Company Party has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied for more than one year, this CPA may be declared in default and terminated at the direction of DOC.

6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the grant to DOC.

6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

6.15 The Parties agree that the DOC is a third-party beneficiary of this CPA and the DOC may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the grant.

6.16 The Company Parties shall comply with all applicable federal, state, and local laws and regulations. If the Company Parties fail to comply with any law or regulation applicable to them, the Secretary of DOC may, in his sole discretion, terminate the grant and declare that no future grant disbursement shall be due and payable and/or require the Company and Guarantor to reimburse DOC all or part of any grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company or Guarantor is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company Party is determined to be in violation, the grant may be terminated and the Company and/or Guarantor may be required to reimburse the DOC for all or part of any grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the grant.

6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

6.18 The Company and Related Member Party are encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.

6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company Parties, any such notice being expressly waived by Company Parties to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's and Guarantor's obligation to repay some or all of grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company Parties.

6.20 **This Grant award shall terminate and be null and void on July 15, 2021 if by that date the Company has not delivered back to the DOC, two originals of this Agreement, duly executed by authorized officers of each Company Party, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

7.0 GUARANTY

7.1 The Guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of Grant funds, that (a) each Company Party is duly organized, validly existing and in good standing under the laws of the state of its registration, with power adequate for the carrying out of its businesses; (b) the execution, delivery, and performance of this CPA are within each Company Party's power and authority and each Company Party has duly authorized, executed and delivered this CPA; (c) this CPA is signed by an authorized representative of each Company Party, and is a legally valid and binding obligation of each Company Party, enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; (d) it has taken or will take all actions reasonably necessary to carry out and give effect to the transactions contemplated by this CPA; (e) all written statements, representations, and warranties made by or on behalf of the Company Parties to the

DOC, the State, and the Local Government in connection with the Grant are true, accurate and complete in all material respects, to its best knowledge and belief, and the Company is eligible for this Grant; (f) the Company Parties are financially solvent and are not subject of any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this CPA; (g) the Guarantor owns 100% of the membership interests/share of the Company and Related Member Party and will derive substantial benefit from the transactions contemplated by the CPA; and (h) the making and performance of this Guaranty will not violate any provision of or result in the acceleration of any obligation under any instrument or agreement, order, judgment or decree to which the Guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

7.2 In order to induce the Local Government to enter this CPA, and the Local Government and DOC to enter the LGGA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the Company and Related Member Party of all of their obligations, agreements and covenants under and with respect to this CPA. The Guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the DOC or the State, or the Local Government under this CPA and the LGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this CPA and the LGGA) available to the DOC or the State, or the Local Government under or with respect to this CPA. The liability of the Guarantor shall be primary, joint and several.

7.3 This Guaranty shall operate as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the CPA, any sale or transfer of all or any part of the Guarantor's ownership interest in the Company or Related Member Party, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of a Company Party or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the Company or Related Member Party by the DOC, the State, or the Local Government. The Guaranty shall remain in full force and effect until termination of the CPA; provided, however, that the Guarantor shall not be released from its obligation hereunder so long as there is any claim of DOC or the Local Government against the Company or Related Member Party, which claim arises out of, or related to, directly, or indirectly, this CPA, that is not settled or discharged in full.

7.4 DOC and the Local Government may exercise their rights against the Guarantor without first having to take action or exhaust remedies against the Company or Related Member Party. The Guarantor expressly waives notice of non-performance, in any respect, by Company and Related Member Party of any of their duties and obligations. The Guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the Company or

Related Member Party, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the Company or Related Member Party.

7.5 This Guaranty shall inure to the benefit of the DOC and the Local Government and their respective successor and assigns, and shall be binding on the Guarantor, and his/her heirs, executors, and assigns, and shall not be discharged or affected by the death of any party.

IN WITNESS WHEREOF, the Company, Related Member Party, the Guarantor, and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is intended to be under seal for purposes of any statute of limitations.

Approved and Accepted:

County of Pender
(Local Government)

(Official Seal)

By: _____
Name:___ _____
Title:_____
Authorized Official

ATTEST:

_____, Clerk
_____

Date: _____

Signature Pages Follow

Polyhose Incorporated
(Company)

(Corporate Seal)

By: _____
Name: Jonathan W. Pressler
Title: Sr. Vice President
Authorized Corporate Officer

Date: 07/08/2021

STATE OF North Carolina
COUNTY OF Pender

I, Teresa L Szwed a Notary Public of said State and County, do hereby certify that Jonathan W. Pressler (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

_____
Notary Public Signature

Teresa L. Szwed
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 8th day of July, 2021

(Official Seal or Stamp)

TERESA L SZWED
NOTARY PUBLIC
PENDER COUNTY, NC
MY COMMISSION EXPIRES
OCTOBER 14, 2024

My Commission expires on October 14, 2024

Signature Pages Follow

Supreme Ventures Inc.
(Related Member Party)

(Corporate Seal)

By: _____
Name: MOHAMMED MURTAZA MILLWALA
Title: PRESIDENT
Authorized Corporate Officer

Date: 07/13/2021

STATE OF North Carolina
COUNTY OF New Hanover

I, DAYANA CAMPOSECO, a Notary Public of said State and County, do hereby certify that MOHAMMED MURTAZA MILLWALA (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

_____
Notary Public Signature
DAYANA CAMPOSECO
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 13th day of July, 2021

(Official Seal or Stamp)

My Commission expires on Oct. 18, 2025

Signature Page Follows

DAYANA CAMPOSECO NOTARY PUBLIC PENDER COUNTY, NC

One NC Company Performance Agreement
New Jobs Only
Polyhose Incorporated; Polyhose India Private Ltd; Supreme Ventures/Pender County
Company+Related Member+Guarantor
Form 2018

POLYHOSE INDIA PVT. LTD. CHENNAI 600 032

(Corporate Seal)

Polyhose India Private Ltd
(Guarantor)

By: N. Suryanarayanan
Name: SURYANARAYANAN.N
Title:
Authorized Corporate Officer

Date: 12TH JULY 2021

STATE OF TAMIL NADU
COUNTY OF INDIA

I, N. RAJENDIRAN, a Notary Public of said State and County, do hereby certify that SURYANARAYANAN.N (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

N. Rajendiran
Notary Public Signature

Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 12 day of 07, 2021

(Official Seal or Stamp)

NOTARY GOVERNMENT OF INDIA N. RAJENDIRAN, M.A., M.Ed., B.L. Reg. No: 1293/1991 Expiry Date: NOTARIAL NOTARIAL

My Commission expires on 05.07.2025

N. RAJENDIRAN, M.A.,M.Ed.,B.L.,
MS No: 1293/1991
ADVOCATE & NOTARY PUBLIC
GOVERNMENT OF INDIA
No. 1, Jothiramalingam II Cross Street,
West Mambalam, Chennai - 600 033
Mobile : 98411 22650

One NC Company Performance Agreement
New Jobs Only
Polyhose Incorporated; Polyhose India Private Ltd; Supreme Ventures/Pender County
Company+Related Member+Guarantor
Form 2018

EXHIBIT A
TO LOCAL GOVERNMENT GRANT AGREEMENT

LOCAL GOVERNMENT DISBURSEMENT REQUEST AND CERTIFICATION

Project No. 2018-23033

County of Pender (the "**Local Government**") hereby requests a disbursement in the amount of _____ [*spell out dollar amount*] ($_____) from the North Carolina Department of Commerce (the "**DOC**"), pursuant to that certain Company Performance Agreement between the Local Government, Polyhose Incorporated (the "**Company**"), Polyhose India Private Ltd (the "**Guarantor**"), and Supreme Ventures Inc. (the "**Related Member**"), dated as of November 26, 2019 (the "**CPA**"), and that certain Local Government Grant Agreement between the Local Government and the DOC, dated as of November 26, 2019 (the "**LGGA**," and, together with the CPA, the "**Agreements**"). All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreements.

The Local Government hereby certifies to the DOC that it:

(i) has provided funds and/or resources for the Project pursuant to the Local Government application to the DOC and the terms of the LGGA, in the amount of _____ ($_____), an amount that is at least equal to the amount of the disbursements that have been requested under the LGGA;

(ii) has provided such funds and/or resources in the following form:_____
_____
_____
_____
_____;

(iii) has attached true and correct copy of documents evidencing its expenditure of the amount specified in (ii) above for the purposes specified above;

(iv) will submit proof of receipt, deposit, and proper disbursement of the disbursed DOC funds, to the DOC, within thirty (30) days;

(v) it is in compliance with all of the terms and conditions of the LGGA, and affirms the representations, warranties, and covenants contained therein; and

(vi) to its best knowledge and belief, the Company's Disbursement Request accompanying this certification is accurate, the Company is eligible to

receive funds from the Grant in the amount specified herein, under the terms of the CPA and the Local Government is not aware of anything that would make the Company ineligible for these funds.

This certification shall be deemed to be made a part of the LGGA and is incorporated therein and governed by its terms and conditions. Upon execution of this certification, the Local Government accepts its terms, effective on the date indicated above and further certifies that the official signing below has been duly authorized to execute this certification by the Local Government's governing body and the agreements and certifications contained herein are legally valid and binding on the Local Government.

County of Pender
(Local Government)

Date: _____
By:_____
(Official Seal) Name:_____
Title:_____
Authorized Official

ATTEST:

_____, Clerk
_____

Pender County
Resolution MOA opioid settlement proceeds

TO:	BOCC
FROM:	Trey Thurman
DATE:	August 2, 2021
SUBJECT:	Resolution to approve MOA re proceeds from opioid settlement

SUMMARY:
Representatives of local NC governments, the NC Association of County Commissioners, and the NC Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to local governments. It is anticipated that a settlement is forthcoming. It is advantageous for Pender County, on behalf of its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic to maximize the share of opioid settlement funds received to help abate the harm. The MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

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

PENDER COUNTY NC

County Manager
Chad McEwen

County Attorney
Carl W. "Trey" Thurman, III

A RESOLUTION BY THE COUNTY OF PENDER APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

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

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

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

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

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

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

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

PENDER
COUNTY NC

County Manager
Chad McEwen

County Attorney
Carl W. "Trey" Thurman, III

NOW, THEREFORE BE IT RESOLVED, Pender County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Pender County authorizes the County Manager (or County Attorney) take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this 2nd day of August, 2021.

_____
George R. Brown
Chair, County Board of Commissioners

ATTEST:

_____ (SEAL)
Nancy Avery
Interim Clerk to the Board

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the "State"), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic ("Pharmaceutical Supply Chain Participants"); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement ("MOA") is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina's share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a "State-Subdivision Agreement"); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement ("Bankruptcy Resolutions"); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms "Bankruptcy Resolution," "MOA," "Pharmaceutical Supply Chain Participant," "State," and "State-Subdivision Agreement" are defined in the recitals to this MOA.

"Coordination group" refers to the group described in **Section E.7** below.

"County Incentive Fund" is defined in **Section G** below.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

"Incentive Eligible Local Government" is defined in **Section G** below.

"Local Abatement Funds" are defined in **Section B.2** below.

"Local Government" means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

"MDL Matter" means the matter captioned *In re: National Prescription Opiate Litigation,* MDL 2804 pending in the United States District Court for the Northern District of Ohio.

"MDL Parties" means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation,* MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

"National Settlement Agreement" means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

"Parties" means the State of North Carolina and the Local Governments.

"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

"State Abatement Fund" is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.

2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State ("State Abatement Fund"), (ii) 80% to abatement funds established by Local Governments ("Local Abatement Funds"), and (iii) 5% to a County Incentive Fund described in **Section G** below.

3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.

4. Municipal allocations. Within counties and municipalities:

a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.

b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.

6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.

2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.

2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.

3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.

4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.

5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

a. Option A.

i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.

ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.

b. Option B.

i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.

ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).

iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).

iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.

v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.

   a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

   b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.

2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.

3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..

4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.

6. Reporting.

   a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.

   b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.

   c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:

      i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
      ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
      iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
      iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

      The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.

e. Compliance and non-compliance.

i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.

ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.

iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.

iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.

7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.

2. Amendments to MOA.

    a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.

    b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.

    c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.

    d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.

3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.

5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.

9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.

10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina, followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file, the signature pages are in a separate document.

EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES ("OPTION A" List)

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.

8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.

10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.

11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.

12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities ("OPTION B" List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[1]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[1] As used in this Exhibit B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommen-dations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body
ITEM A DETAIL: STAKEHOLDER INVOLVEMENT			
	STAKE-HOLDERS	**DESCRIPTION**	**CONTENT OF REPORT & RECOMMENDATIONS**
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA:
COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
  - One county commissioner
  - One county manager
  - One county attorney
  - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with "lived experience." Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:

    i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.

    ii. Whether the Local Government's expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA **(**if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).

    iii. Whether the Local Government followed the reporting requirements in the MOA.

    iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.

    v. Which processes (such as sampling) shall be used:
        i. To keep the costs of the audit at reasonable levels; and
        ii. Tailor audit requirements for differing levels of expenditures among different counties.

b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:

    i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;

    ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;

    iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;

    iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or

    v. Other information reported to the statewide opioid dashboard.

c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:

   i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;

   ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;

   iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;

   iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;

   v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;

   vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
   a. Human resource expenditures.
   b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
   c. Operational expenditures.
   d. Capital expenditures.
   e. Other expenditures.

7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
   a. The name of the sub-recipient.
   b. The amount received by the sub-recipient during the fiscal year.
   c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA:
IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year ("funded strategy"), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.

- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.

4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).

5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

6. **One or more process measures,** addressing the question, "How much did you do?" Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.

7. **One or more quality measures,** addressing the question, "How well did you do it?" Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures,** addressing the question, "Is anyone better off?" Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.

9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.

4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	August 2, 2021
SUBJECT:	Resolution to request to move Contract Dentist position for the Mobile Dental Unit to a Pender County employee

SUMMARY:
Changing the contract position to an employee was discussed during the budget process. Funds were budgeted for either an Employee or Contractor. The Mobile Dental Clinic serves the schools in surrounding communities in Pender County. The Dentist would be a grade 25 on the Pender County Pay and Classification Plan.

ACTION REQUESTED:
To consider a resolution to move the Contract Dentist on the Mobile Dental Clinic position to an Pender County Employee.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	August 2, 2021
SUBJECT:	Shiloh Columbia VFD 50th Anniversary Fireworks Display

ACTION REQUESTED:

The Pender County Fire Marshal Office has received a request from the Shiloh Columbia Volunteer Fire Department to allow a fireworks display behind the fire department at 19170 US Hwy 421, Willard NC on August 14, 2021. The North Carolina Office of State Fire Marshal now requires the Board of County Commissioners to approve all pyrotechnic displays under N.C.G.S. 14-413. This requirement was implemented as a result of a fireworks truck explosion that occurred while preparing for a show in Ocracoke, NC in 2009 in which four people were killed. The State of North Carolina Legislature passed the 2010 North Carolina Pyrotechnics Act that modified the General Statutes to define the term fireworks "expert" as a state requirement to obtain a display operator's permit (N.C.G.S. 14-410) effective February 1, 2010. The Fire Marshal's Office will be on site for review and approval of the complete setup, display shooting and cleaning up from the pyrotechnic display. The pyrotechnic display will be a public display at the Shiloh Columbia Volunteer Fire Department on August 14, 2021. It will be conducted by an approved and licensed Zambelli Fireworks. Zambelli Fireworks meets all of the liability insurance requirements set by the State of North Carolina and the Fire Marshal Office recommends approval of their request.

Pender County
Request for Board action

TO:	Board of Count Commissioners
FROM:	Alan Cutler
DATE:	August 2, 2021
SUBJECT:	Approval of Budget Amendment and Purchase Order to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $100,534.

SUMMARY:
The North Carolina Governor's Highway Safety Program is dedicated to reducing the numbers of traffic crashes and fatalities in North Carolina, the Governor's Highway Safety Program promotes highway safety awareness through a variety of grants and safe-driving initiatives. This award will fund two patrol deputies salary, benefits and vehicle for the second year in the amount of $100,534, with the County of Pender having to fund $30,160. In year three, the percentage will be paid at 50/50.
These funds will come out of accounts 510014-400200, 510014-400201, 50014-400600, 510014-400700, 510014-400800, 510014-401400, 510014-4003300, 510014-407100, and 510014-407400.

ACTION REQUESTED:
Approval of Budget Amendment and Purchase Order to accept North Carolina Governor's Highway Safety Program Traffic Safety grant award in the amount of $100,534.

North Carolina Governor's Highway Safety Program
Traffic Safety Project Contract – Form GHSP-01

SECTION A – GENERAL INFORMATION

1. Agency: PENDER COUNTY	4. Contact Person for Agency: James Cotton
2. Agency Address: SHERIFF PO Box 1578 BURGAW, NC 28425	5. Telephone Number: * +1 (919) 259-1781 6. Cell Phone: (910)470-7852
3. Physical Location of Agency * 605 E Fremont St,Burgaw,NC 28425	7. Email of Contact Person * james.cotten@pendersheriff.com
8. Federal Tax ID Number / Type of Agency Federal Tax ID Number: *56-6000329 DUNS No : * 084894646 County: *PENDER COUNTY Type of Agency ○ State ○ Non-Profit ◉ County ○ Higher Education ○ Municipality ○ Hospital	9. Project Year * ○ New ◉ Continuation Year: ○ 1 ◉ 2 ○ 3 ○ 4+ 10. Allocation of Funding * Federal % 70.00 Local % 30.00

11. Project Title: * Pender County Sheriff's Office Traffic and Safety Team

12. Budget	Total Project Amount	Source of Funds: Federal Amount	Source of Funds: State/Local Amount
Personnel Costs	$98,034.00	$68,624.00	$29,410.00
Contractual Services			
Commodities Costs			
Other Direct Costs	$2,500.00	$1,750.00	$750.00
Indirect Costs			
Total Project Costs	**$100,534.00**	**$70,374.00**	**$30,160.00**

13. Specify How Non-Federal Share Will Be Provided: *
Non Federal Share will be provided by the County of Pender.

Project Number: PT-22-06-23	CFDA#: 20. 600 - State and Community Highway Safety Work Type: Police Traffic Serv.

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (*Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:*

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Problem Identification:

In Pender County from the years of 2015-2019, county data showed that there were ninety-four (94) fatalities with an annual average of 18.8 fatalities. Pender County was ranked 28th for fatalities in North Carolina. The number of fatal crashes for 2015-2019 totaled eighty-three (83). There were four hundred and eight alcohol related crashes from 2015-2019. Of those alcohol related crashes, twenty-six (26) crashes involved fatalities with twenty-eight (28) total reported deaths, and thirty-six reported serious injuries. The number of unrestrained fatalities totaled twenty-nine (29). There were forty-three (43) unrestrained serious injuries. There were five hundred and eighty-two speed related crashes for this same time period. Of those speed related crashes, eighteen (18) were fatal crashes involving twenty reported individual fatalities and twenty-eight (28) serious injuries. There were one thousand four hundred and fifty young driver reported crashes from 2015-2019. Twenty-nine (29) involved

serious injuries and twelve (12) involved fatal crashes. There were one hundred and forty-nine (149) motorcycle crashes of which ten (10) were fatal motorcycle crashes that includes twelve (12) individual fatalities for 2015-2019 time period. Pedestrian crashes for the 2015-2019 time period totaled forty-five (45) which included seven (7) reported serious injuries and ten (10) fatalities. There were seventeen (17) bicycle crashes for the 2015-2019 time period which involved two (2) serious injuries and two fatalities. There were sixteen (16) fatal crashes reported for older drivers.

For 2015-2019, the below intersections have shown to be intersections with at least twenty-four (24) or more crashes (some with fatalities).

*NC Hwy 210 and I-40, reported twenty-nine (29) crashes and one (1) fatality or serious injury.
*NC Hwy 210 and US Hwy 117, reported twenty-seven (27) crashes and one (1) fatality or serious injury.
*NC Hwy 210 and US Hwy 421, reported thirty-one (31) crashes and two (2) fatalities or serious injuries.
*US Hwy 421 and Malpass Corner Rd, reported thirty-four (34) crashes five (5) fatalities or serious injuries.
*US Hwy 117 and New Rd, reported twenty-four (24) crashes and One (1) fatal or serious injury.
*US Hwy 117 and NC Hwy 53, reported forty-seven (47) crashes and one (1) fatal or serious injury.
*NC Hwy 53 and NC Hwy 50, reported forty-five (45) crashes and three (3) fatal or serious injury.
*US Hwy 17 and Sidbury Rd, reported 40 crashes.
*US Hwy 17 and Washington Acres twenty-nine (29) crashes.
*US Hwy 17 and Peanut Rd, reported thirty (30) crashes.
*US Hwy 17 and Hover Rd, reported forty-six (46) crashes.
*US Hwy 17 and Country Club Rd, reported fifty-four (54) crashes.
*US Hwy 17 and Sloop Point Rd, reported fifty-two (52) crashes and three (3) fatal or serious injuries.
*NC Hwy 210 and Watts Landing Rd, reported thirty-one (31) crashes and one (1) fatal or serious injury.

(The above information was taken from Connect NCDOT, Resources, Traffic Safety, Crash Data and Maps, Total Crash Frequency by Intersection).

Description of Service Area:

Pender County, which is a coastal county, is the fifth largest county in North Carolina covering nine hundred and thirty-three (933) square miles of which sixty-five (65) square miles consist of water. Of the remaining eight hundred and sixty-eight (68) square miles, there are nine (9) highway maintained that run through Pender County. These highways are NC Hwy 210, NC Hwy 50, NC Hwy 53, NC Hwy 133, US Hwy 421, US Hwy 117, US Hwy 17, and the future US Hwy 17/Hampstead bypass, which is a NCDOT project that illustrates the increased traffic in Pender County. These highways are a major thoroughfare to the North Carolina Coast.

Description of Demographics:

The 2018 estimated population was 62,017 people. The 2019 estimated population was 63,060 people. The 2020 estimated population is 64103 people. The western side of Pender County is known as farming community with 30% of the county's population. The eastern side of the county is known for being a coastal community with 70% of the county's population. Both the western side and the eastern side continue to grow in population and show significant economic growth. The median adult age of Pender County is 42.9 years. Service, food, and retail are the main economic activities in Pender County followed by agriculture, forestry, fishing, and hunting.

Description of the Agency:

The Pender County Sheriff's Office currently has one hundred and nineteen positions with full-time and auxiliary positions. The Sheriff's Office currently has two full-time deputies that are dedicated to traffic enforcement supervised by a Lieutenant (who is not included as one of the positions). The supervising Lieutenant over sees both the traffic unit and two shifts from the uniform patrol division.

Proposed Solution:

The overall goal of the two full-time dedicated traffic deputies and their supervising Lieutenant is to reduce the number of alcohol related fatalities and injuries by 35%, reduce speed related fatalities and injuries by 25%, and unrestrained fatalities and injuries by 30%. The Sheriff's Office intends achieve theses goals by conducting saturation patrols, checking stations, high-visibility enforcement and promotion of seatbelt safety through education.

Budget Narrative:

The purpose of the GHSP grant is to continue the efforts of the traffic unit. It is still the intent of Sheriff's Office to continue the traffic unit's departmental functions and staffing under local funding after the current grant period ends irrespective of any future

grants.

The Pender County Sheriff's Office has continued to see an increase in speeding violations as well as driving while impaired violations. The majority of the enforcement actions by the Sheriff's Office will take place on the major roadways with in the county due to their high crash volume. Speeding continues to be a significant cause of crashes in our county. With the continued assistance from the Governors Highway Safety Program, the two traffic deputies can and will be used to enforce all traffic laws within the Sheriff's Office jurisdiction.

Travel Justification:

The traffic unit will attend educational opportunities to continue it's professional development and will utilize countermeasures that work to reduce traffic related fatalities and injuries. The unit will travel in-state to assist other agencies with traffic-related events and for field training.

To be completed by law enforcement agencies seeking first year grant:	
Provide the agency's number of sworn officers	119
Does the agency currently have a dedicated traffic or DWI unit?	Yes ◉ No ○
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	2

For applicants requesting enforcement grants, please provide the following county fatality rankings:
Information can be located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Overall Fatality Ranking:	28
Alcohol Fatality Ranking:	23
Unrestrained Fatality Ranking:	24
Speed Related Fatalities:	28
Other Applicable Rankings: *(Specify)*	Young Driver fatal ranking 28, Motorcycle fatal ranking 29

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2018	Occupant Protection Citations	17	DWI Citations	3	Speed Citations	448
Year 2019	Occupant Protection Citations	51	DWI Citations	38	Speed Citations	858
Year 2020	Occupant Protection Citations	28	DWI Citations	67	Speed Citations	344

Goals and Objectives *(Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:*
https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Goal #1:	Reduce unrestrained fatalities in Pender County by 10% from the 2015-2019 average of 5.8 to 5.
Objectives:	Increase Occupant Protection Contacts by 50% by September 30, 2022
Goal #2:	Reduce speed-related fatalities in Pender County by 10 percent from the 2015-2019 average of 4.0 to 3 by September 30, 2022
Objectives:	Increase speed Contacts by 25% by September 30, 2022
Goal #3:	
Objectives:	

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

☒ Reduce NC's traffic-related fatalities by 12% from the 2014-2018 average of 1,392 to 1,228 by December 31, 2021.
☒ Reduce NC's alcohol-related fatalities by 10% from the 2014-2018 average of 401 to 361 by December 31, 2021.
☒ Reduce NC's unrestrained fatalities by 10% from the 2014-2018 average of 398 to 358 by December 31, 2021.
☒ Reduce NC's speed-related fatalities by 5% from the 2014-2018 average of 472 to 448 by December 31, 2021.
☒ Reduce NC's young driver-involved fatal crashes by 10% from the 2014-2018 average of 170 to 153 by December 31, 2021.
☒ Reduce NC's motorcycle fatalities by 5% from the 2014-2018 average of 187 to 178 by December 31, 2021.
☒ Increase NC's seat belt usage rate 2.9 percentage points from the 2015-2019 average of 90.5% to 93.4% by December 31, 2021.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1	Activity Hours for Deputy 1	$35,359.00
2	Activity Hours for Deputy 1	$35,359.00
3		
4		
5		
6		
7		
8		
9		
10		
	Total Salaries Cost:	$70,718.00

#	Personnel Fringe Benefits	Cost
1	(2)Deputy 1	$27,316.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Total Fringe Benefits Cost:	$27,316.00
	Total Personnel Costs:	$98,034.00

Contractual Services

#	Contractual Service To Be Provided	Cost
1		
2		
3		
4		
5		
6		
7		

8		
9		
10		
11		

Total Contractual Services:

Commodities Costs

#	Commodities	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Total Commodities Cost:

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1				
2				
3				
4				
5				
6				
7				
8				

Total Equipment Cost

#	Other Items and Equipment Direct Cost: *(Cost Limited to Less Than $5000 Per Item)*	Cost
1		
2		
3		
4		
5		
6		
7		
8		

Total Other Items and Equipment Direct Cost:

#	Travel	Cost
1	In-State Travel	$2,500.00

2	Out-of-State Travel	
	Total Travel Cost:	$2,500.00
	Total Other Direct Costs:	$2,500.00

Indirect Costs

#	Indirect Costs	Cost
1		
2		
3		
4		
	Total Indirect Costs	

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

☒ *By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.
*Attend Educational events.

Second Quarter (January, February, March)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.

Third Quarter (April, May, June)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Submit monthly and quarterly reports to GHSP.

Fourth Quarter (July, August, September)
*Attend and participate in all Click It or Ticket and Booze It and Lose It campaigns.
*Conduct two (2) night time and one (1) day seat belt initiative per month.
*Conduct one (1) impaired driving checkpoint per month.
*Attend the GHSP Traffic Safety Conference.
*Submit monthly and quarterly reports to GHSP.

AGENCY AUTHORIZING SIGNATURE

☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge.

Name: PIN Date: Jun 30, 2021

Note:
1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

Monday, July 19, 2021

Pender County Budget Ordinance Amendment

Date Monday, July 19, 2021

Board Meeting Date (If Applicable) Monday, August 2, 2021

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Division, Program, Project, etc. North Carolina Governor's Highway Traffic Safety Grant

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

This award will fund two patrol deputies salary, benefits and other direct costs in the amount of $100,534, with the County of Pender having to fund $30,160.0

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510014-348091	Gov Highway Safety grant	70,374.00
2	695-399000	Gen Fund Bal Approp	53,073.00
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510014-400200	Salaries	78,910.00
2	510014-400201	Overtime	8,000.00
3	510014-400500	FICA	6,649.00
4	510014-400600	Group Insurance	12,578.00
5	510014-400700	Retirement	10,464.00
6	510014-400800	Additional Retirement	4,346.00
7	510014-401400	Travel	2,500.00
8			
9			
10			

Total Revenues 123447

Total Expenditures 123447

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	August 2, 2021
SUBJECT:	Approval of Budget Amendment and Purchase Order in the amount of $40,000.00 for the purchase of vehicles.

SUMMARY:
Pender County Sheriff's Office is requesting approval of Budget Amendment and Purchase Order for the purchase of vehicles. One vehicle purchase will be with Capital Nissan, a 2021 Nissan Altima, in the amount of $18,533.00. Also will be getting North Carolina Sheriff's Association pricing.
These funds will come from account 14-407403.

ACTION REQUESTED:
Approval of Budget Amendment and Purchase Order in the amount of $40,000.00 for the purchase of vehicles.

Monday, July 19, 2021

Pender County Budget Ordinance Amendment

Date Monday, July 19, 2021

Board Meeting Date (If Applicable) Monday, August 2, 2021

Fiscal Year FY 2021-2022

Fund 14 - STATE SEIZ

Division, Program, Project, etc. State Seizure account

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer fund for vehicle purchase

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	141-299000	Unapprop Fun Bal	40,000.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	14-407403	Capital Outlay/vehicle	40,000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 40000

Total Expenditures 40000

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Pender County
Fire Department Tax Distribution Plan

TO:	BOCC
FROM:	Chad McEwen
DATE:	August 2, 2021
SUBJECT:	Fire Department Tax Distribution Plan

SUMMARY:
Consideration to amend the method of distribution of the fire tax revenues. Under this arrangement the first 11 payments would be roughly the same amount, with the final payment being lower or higher based on the actual collection rate (year to date) that occurred within that fire district. The proposal would involve the County remitting distributions regardless of when the taxpayers in those respective fire districts pay their tax bills.

ACTION REQUESTED:
Approve the method of distribution of the fire tax revenues.

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

PENDER COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk to the Board
Interim Clerk Nancy Avery

July 21, 2021

Allen Wilson, Surf City Fire Department
President, Pender County Fire Commission
100 Deer Run Road
Hampstead NC 28443

Re: Fire Department Tax Distribution Plan

Dear Mr. Wilson;
Thank you for speaking with me earlier today regarding the County's plan to amend the method of distribution of the fire tax revenues. We believe this new arrangement will help our fire departments with cash flow and distribution challenges currently being encountered due to the current distribution method that is tied to the date of collection. The new distribution plan would involve the County providing each fire department with equal monthly distributions throughout the fiscal year based on the prior year collection rates for each fire district. Under this arrangement the first 11 payments would be roughly the same amount, but the final payment could be lower or higher depending on the actual collection rate (year to date) that occurred within that fire district.

Again, this distribution plan would not be tied to the collection date or delayed due to appeals or monthly reconciliations between the County tax and finance offices. Our proposal, which still requires the Board of Commissioner's approval, would involve the County remitting distributions regardless of when the taxpayers in those respective fire districts pay their tax bill.

Please discuss this proposal with all county fire chiefs at the next Fire Commission meeting. We plan on discussing this issue with the Board of Commissioners at their next meeting on August 2nd. Assuming the Board of Commissioners approve this plan, we would like to move forward with implementation as soon as possible.

If there are any questions, please feel free to contact me.

Sincerely,

Chad McEwen
County Manager

Pender County
Petition for a Road Addition

TO:	BOCC
FROM:	Chad McEwen
DATE:	August 2, 2021
SUBJECT:	Petition for a Road Addition

SUMMARY:
NCDOT submitted a petition on behalf of the the property owners and/or developers of Wylie Branch Phase I to be added to the Division of Highways. Length of the road is 0.60 miles. Number of occupied homes having street frontage is 53, it is located 0.82 miles west of the intersection of Route #1002 and Hwy #210.

ACTION REQUESTED:
Approve petition for Road Addition

TIDEWATER ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
JACKSONVILLE, NORTH CAROLINA
EST. 1961

VIA EMAIL

July 15, 2021

Mr. Doug Racine, Assistant District Engineer
NCDOT - District Office
295 Wilmington Hwy., Suite A
Jacksonville, NC 28540

RE: Road Addition Petition for
Wylie Branch Phase I
Pender County, NC

Dear Mr. Racine,

Please find enclosed the Petition for Street Addition for the above referenced project. Utility Encroachment Agreements will be submitted as requested. PDF copy of the Recorded Plat is attached.

If you have any questions or need additional information, please contact me.

Sincerely,

PARKER & ASSOCIATES, INC.

Richard C. Muni
Construction Administrator

Enclosures:
ec: Island Creek Developers, LLC (w/ petition and cover letter)
xc: CF (P), LAM
RCM/bop
Secretary.C.32021.Projects.WylieBranchPhaseI.RoadAdditoinPetition....07.14.21

306 New Bridge Street | P.O. Box 976 | Jacksonville, NC 28541-0976| (910) 455-2414
Firm License Number F - 0108 | www.tidewaterenc.com

0622-P

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: Pender Road Name: Habersham Avenue
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Wylie Branch Phase I Length (miles): 0.60± Miles

Number of occupied homes having street frontage: 53 Located (miles): 0.82± Miles

miles N ☐ S ☐ E ☐ W ☒ of the intersection of Route #1002 (SR, NC, US) and Route HWY #210. (SR, NC, US)
(Check one)

We, the undersigned, being property owners and/or developers of Wylie Branch Phase I in Pender County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Tidewater Associates, Inc. Phone Number: (910) 455-2414

Street Address: 306 New Bridge Street, Jacksonville, NC 28540

Mailing Address: P.O. Box 976, Jacksonville, NC 28541

PROPERTY OWNERS

Name	Mailing Address	Telephone

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-or-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

ROAD NAME	HOMES	LENGTH	ROAD NAME	HOMES	LENGTH
Oglethorpe Lane	2	0.05± miles			
Whitaker Court	4	0.05± miles			

Pender County
Proclamation to Declare September 18, 2021 as Cape Fear Community College Day

TO:	BOCC
FROM:	Chad McEwen
DATE:	August 2, 2021
SUBJECT:	Proclamation to Declare September 18, 2021 as Cape Fear Community College Day

SUMMARY:
Proclamation request from Cape Fear Community College to declare September 18, 2021 Cape Fear Community College Day.

ACTION REQUESTED:
Approve Proclamation for Cape Fear Community College day.

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

PENDER COUNTY NC

PROCLAMATION

September 18, 2021 as Cape Fear Community College Day

WHEREAS,; Since 1958, Cape Fear Community College's purpose has remained unchanged to provide our region with accessible, quality education and world-class workforce training opportunities, and

WHEREAS,; Cape Fear Community College enhances the regional economy by providing exceptional professional, technical, pre-baccalaureate, and life-long education that supports a skilled workforce and is responsive to the needs of local employers, and

WHEREAS,; Cape Fear Community College supports learning environments that celebrate and value diversity, inclusiveness, and respect, and encourage the personal and intellectual growth of all students, faculty, and staff, nurturing citizens to attain better-paid jobs, personal growth and development, and a higher quality of life, and

WHEREAS, Cape Fear Community College promotes the region's technological, cultural, and artistic development and civic involvement, and

WHEREAS, ; Cape Fear Community College provides safe, well-maintained facilities and campuses that leverage industry-standard technologies to promote student learning and engagement, and

WHEREAS, . Cape Fear Community College recognizes and celebrates its long-term commitment to the people of Pender County,

NOW, THEREFORE, the Pender County Board of Commissioners hereby proclaims September 18, 2021 as Cape Fear Community College Day, and urges all citizens to celebrate Cape Fear Community College Day by attending the Cape Fear Community College Day event and to learn about the many opportunities available to improve quality of life for them and their families through economic and workforce development, encourage our businesses and industry to become engaged with the college to foster and support their growth, and Further, encourages all citizens and industry to recognize the value and importance of this community asset for our past, current, and future generations.

Proclaimed this 02 day of August 2021.

_____
George R. Brown, Jr. Chairman

ATTEST:_____
Nancy Avery, Interim Clerk to the Board

Pender County
Reappointment

TO:	BOCC
FROM:	Chad McEwen
DATE:	August 2, 2021
SUBJECT:	Reappointment Cape Fear Community College Board of Trustees

SUMMARY:
Zander Guy of Surf City has served on the Cape Fear Community College Board of Trustees since January 18, 2011 when he was appointed to fill an unexpired term for Jimmy Tate. He was then appointed to serve a four year term on May 20, 2013. That term expires on June 30, 2017. In order for Mr. Guy to continue to serve on the Board of Trustees, he must be reappointed. If reappointed, this would be a four year term to expire on June 30, 2021.
His term has expired and the Board needs to vote to reappoint him to another four year term effective August 2, 2021 to expire on August 2, 2025.

ACTION REQUESTED:
Motion to reappoint Zander Guy to Cape Fear Community College Board of Trustees

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	August 2, 2021
SUBJECT:	Approval of Change Order for Maple Hill-ONWASA Water Interconnection Project for $16,900 and Associated Purchase Order Revisions

SUMMARY:
The primary work of constructing 2 water interconnections between Maple Hill Water & Sewer District and Onslow Water & Sewer District (ONWASA) is complete, tested, and ready for operation. However, during testing we found that the ONWASA water pressure is a little higher than anticipated and does not vary much. This fact results in our Maple Hill elevated tank staying full when connected to ONWASA. A full tank all the time would make the water in the tank age for longer than normal, depleting the chlorine level and causing water quality concerns. While this can be addressed by manually opening and closing the valves connected to ONWASA every few days, that is not a good long-term operational situation. In order to automate the process, we are recommending the installation of an actuator and telemetry to open and close the main interconnection valve. The actual additional cost of the actuator valve and associated work is $30,245; however, the cost is offset by other adjustments to the construction contract that were necessary during the performance of the work which reduced the original project cost.

This additional work, along with adjustments to the work during construction, requires a change order. Barring any unexpected issues that could arise with the completion of the actuator work, this Change Order No. 1 should serve as the final adjusting change order for the project. The total change order amount is $16,900, and an additional 172 days is included due to product delivery and installation time.

We have sufficient funds available for this change order within the overall project budget, but will have to add $2 to FY21 PO# 230 (contractor's purchase order) to cover the cost. The PO already has $16,898 obligated to it from the project contingency budget. Transfer of funds from the project Contingency (#81-409600) to the Capital

Outlay-Construction (#81-407434) budget will be required in the total amount of $16,900, which will be accomplished at management-level approval.

ACTION REQUESTED:
Approve Change Order No. 1 for Maple Hill-ONWASA Water Interconnection Project for $16,900 and associated purchase order revisions

ATTACHMENTS:
Change Order No. 1

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	7/9/2021	Effective Date:	7/9/2021
Owner:	Maple Hill Water and Sewer District	Owner's Contract No.:	
Contractor:	Herring-Rivenbark, Inc.	Contractor's Project No.:	
Engineer:	Highfill Infrastructure Engineering, PC	Engineer's Project No.:	PEN1701
Project:	MHWSD to ONWASA Interconnects	Contract Name:	H-SRP-D-17-0136

The Contract is modified as follows upon execution of this Change Order:

Description:

Changes per FO-1:
Pay Item #9: Fire Hydrant Assembly. Reduce the number of fire hydrants assemblies by 4.
Pay Item CO-1.1: Pedestrian hydrant access. Add 4 to allow access to hydrant on back slope of ditch.

Changes per FO-2:
Pay Item CO-1.2: Insert Valve. Added to existing line on NC 50 to allow for tie-in since due to distance to existing in line valve.

Changes per FO-3:
Pay item CO-1.3: Actuator Valve. Replace gate valve in Hardy Graham Meter Vault with actuator valve, control panel and Mission controls to operate based on MHWSD elevated water tank level.

Final Adjust Change Order Modifications:
Pay Item 11: Not used.
Pay Item 12: Not used.
Pay Item 13: Not used.
Pay Item 14: Not used.
Pay Item 15: Wattle. Add 10 wattles in lieu of erosion control in pay items 13 and 14.
Pay Item 16: Slope Stabilization with Erosion Control Matting. Reduce square footage used by 21,800.

Due to the lead time for the actuator valve and the dates required for MHWSD approval, the Contractor requests the addition of 142 days to substantial completion and 172 days to final completion.

Attachments:
1. Description of Revisions and Itemized Pay Items
2. Field Order #1
3. Field Order #2
4. Field Order #3

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CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 337,950.00	Original Contract Times: Substantial Completion: 5/21/21 Ready for Final Payment: 6/20/21 dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: $ 0	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $337,950.00	Contract Times prior to this Change Order: Substantial Completion: 5/21/21 Ready for Final Payment: 6/20/21 dates
[**Increase**] of this Change Order: $ 16,900.00	[**Increase**] [Decrease] of this Change Order: Substantial Completion: 142 days Ready for Final Payment: 172 days days
Contract Price incorporating this Change Order: $354,850.00	Contract Times with all approved Change Orders: Substantial Completion: 10/10/21 Ready for Final Payment: 11/9/21 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title _____	Title Vice President
Date: 7/9/21	Date _____	Date 7/9/21

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Change Order No. 1 7/9/2021
Description of Revisions and Itemized Pay Items
Project: MHWSD to ONWASA Interconnects
Owner: MHWSD
Contractor: Herring-Rivenbark, Inc.

No.	Pay Item No.	Description	Field Order	Sheet	Qty. Adjustment	Unit	Unit Price	Contract Price Change ($)
1	9	Fire Hydrant Assembly	1	C-1.0, C-1.1	-4	EA	$ 4,600.00	$ (18,400.00)
2	11	Select Backfill	NA	NA	-200	CY	$ 35.00	$ (7,000.00)
3	12	Trench Stabilization Stone	NA	NA	-200	CY	$ 65.00	$ (13,000.00)
4	13	Silt Fence Barrier	NA	NA	-300	LF	$ 5.00	$ (1,500.00)
5	14	Check Dam	NA	NA	-8	EA	$ 250.00	$ (2,000.00)
6	15	Wattle	NA	C-1.0, C-1.1	11	EA	$ 200.00	$ 2,200.00
7	16	Slope Stabilization with Erosion Control Matting	NA	C-1.0, C-1.1	-21800	SF	$ 0.15	$ (3,270.00)
8	CO-1.1	Pedestrian hydrant access	1	C-1.0, C-1.1	4	EA	$ 4,600.00	$ 18,400.00
9	CO-1.2	Insert Valve	2	C-1.0	1	EA	$ 11,225.00	$ 11,225.00
10	CO-1.3	Actuator Valve	3	FO-3.0	1	LS	$ 30,245.00	$ 30,245.00

Total Change in Contract Price **$ 16,900.00**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Field Order No. 1

Date of Issuance:	11/5/20	Effective Date:	11/5/20
Owner:	Maple Hill Water and Sewer District	Owner's Contract No.:	
Contractor:	Herring-Rivenbark, Inc.	Contractor's Project No.:	
Engineer:	Highfill Infrastructure Engineering PC	Engineer's Project No.:	PEN1701
Project:	MHWSD to ONWASA Interconnects	State Grant Project No.:	H-SRP-D-17-0136

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: Section 33 11 00 (Specification(s)) C-1.0 & C-1.1 (Drawing(s) / Detail(s))

Description: ONWASA has determined that 1,000 lf between fire hydrants is acceptable. Therefore, fire hydrants at approximate stations 20+70, 30+75, 40+75, and 49+60 per the project drawings shall not be installed.

Due to back of the ditch along NC 50 being at or beyond the right-of-way, the fire hydrants near stations 10+15 and 15+00 shall be located to the edge nearby soil driveways (do not block driveways).

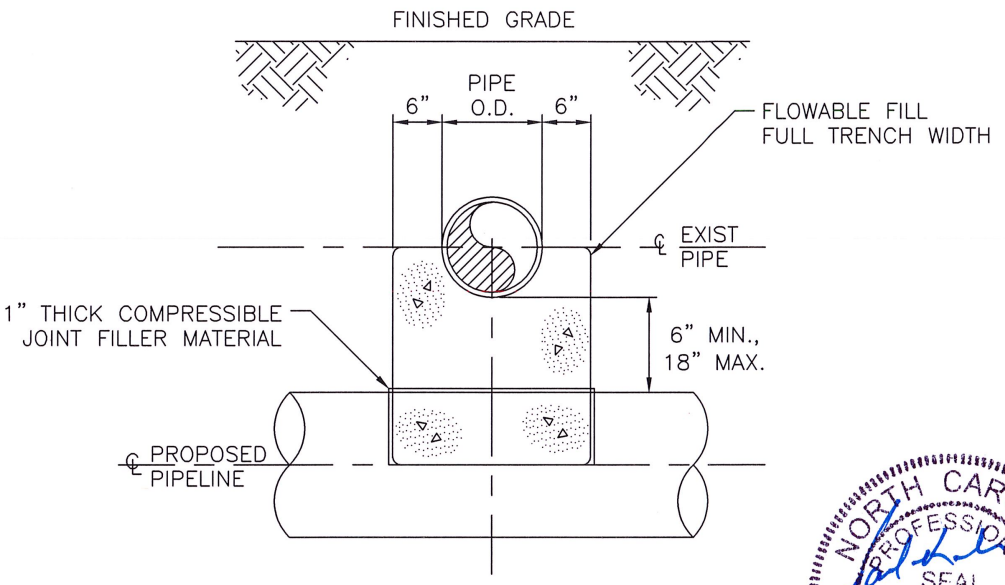
The fire hydrants at approximate stations 25+75, 35+75, 45+75, and 52+80 shall be installed with a pedestrian hydrant access (see attached detail 1) to avoid fire hydrant ditch location conflicts due to the extent of the existing ditch.

Where the fire hydrant lead lines and storm drain do not meet the required 18" separation, use a concrete cradle (see attached detail 03-13).

Attachments:
1. Detail 1: Hydrant Access
2. Detail 03-13: Concrete Cradle Protection for pipeline crossings

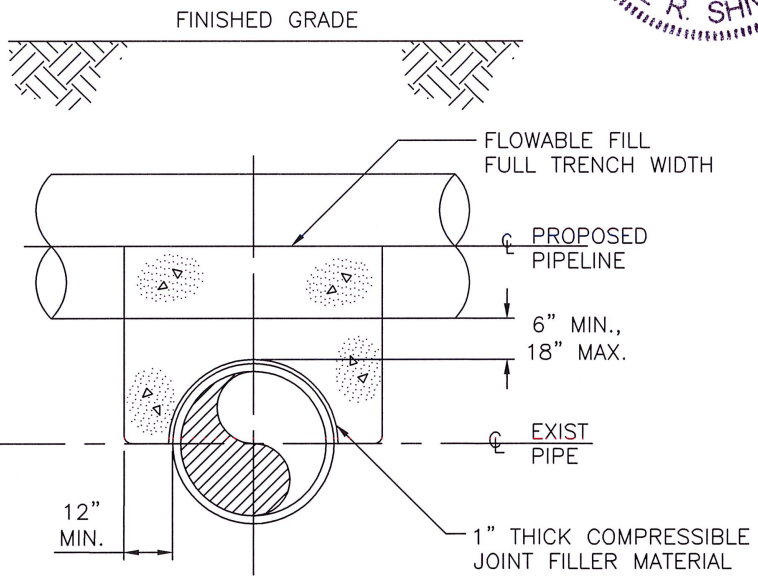
ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Project Manager	Title: Vice President
Date: 11/6/20	Date: 11/9/20

Copy to: MHWSD, ONWASA, NC DWI



PROPOSED PIPELINE UNDER EXISTING PIPE

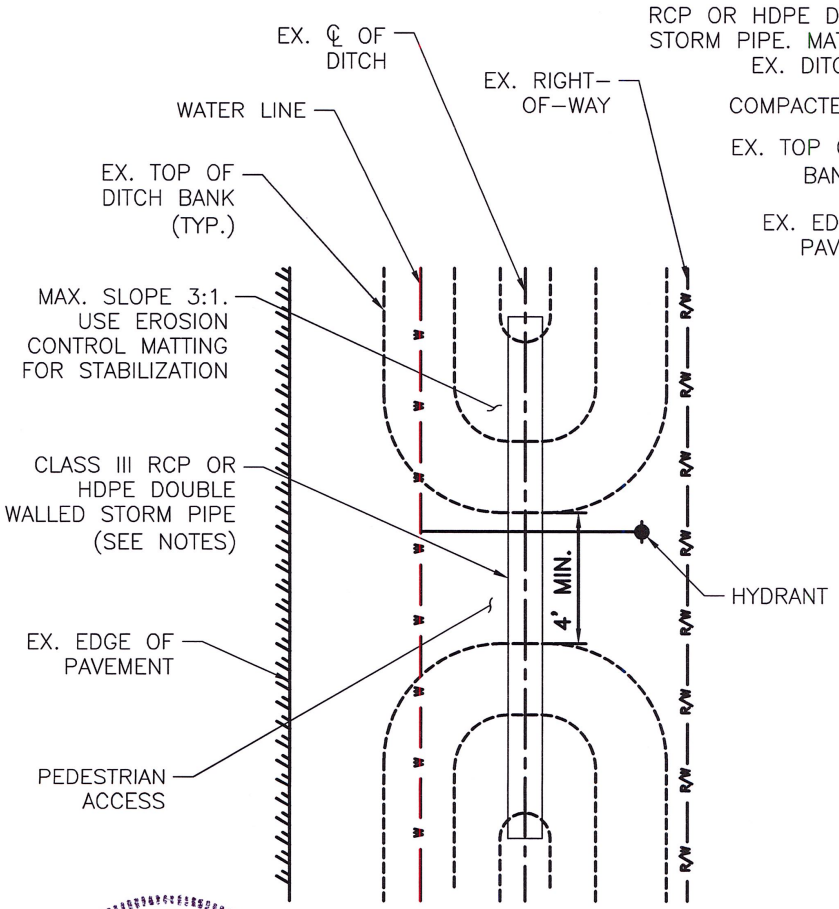
NORTH CAROLINA PROFESSIONAL SEAL 030236 ENGINEER PAUL R. SHIVERS 11/5/20



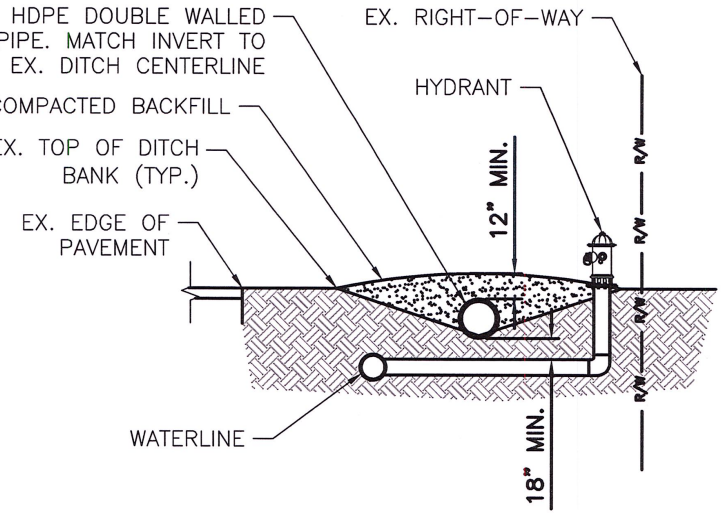
PROPOSED PIPELINE OVER EXISTING PIPE

NOTE:
NO CRADLE REQUIRED FOR SPACE GREATER THAN 18" FOR WATER LINES

03–13	CONCRETE CRADLE PROTECTION FOR PIPELINE CROSSINGS DETAIL TITLE	
HIEPC DETAIL I.D.	1/12/2016 REVISED DATE	NO SCALE SCALE



PLAN



SECTION

NOTES:

1. DRIVEWAY CULVERT SHALL BE A MINIMUM OF 25 LF IN LENGTH. IF CONDITIONS REQUIRE A LONGER CULVERT, COORDINATE WITH THE OWNER PRIOR TO INSTALLATION.
2. DIAMETER OF DRIVEWAY CULVERT SHALL BE DETERMINED BY THE LARGER OF THE DRAINAGE PIPES IMMEDIATELY UPSTREAM OR DOWNSTREAM OF THE HYDRANT LOCATION. MINIMUM PIPE DIAMETER SHALL BE 15".
3. IF 18" CANNOT BE MAINTAINED BETWEEN CULVERT AND WATER LINE, INSTALL CONCRETE CRADLE. SEE DETAIL 03-13.

NORTH CAROLINA PROFESSIONAL SEAL 030236 ENGINEER PAUL R. SHIVERS
11/5/20

1 DETAIL – HYDRANT ACCESS

NTS

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

HIEPC Project No.: PEN1701

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Field Order No. 2

Date of Issuance:	1/26/21	Effective Date:	1/26/21
Owner:	Maple Hill Water and Sewer District	Owner's Contract No.:	
Contractor:	Herring-Rivenbark, Inc.	Contractor's Project No.:	
Engineer:	Highfill Infrastructure Engineering PC	Engineer's Project No.:	PEN1701
Project:	MHWSD to ONWASA Interconnects	State Grant Project No.:	H-SRP-D-17-0136

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: Section 33 11 00 (Specification(s)) C-1.0 & MD-1.1 (Drawing(s) / Detail(s))

Description:

While scheduling the MHWSD tie-in on NC 50, it was determined that the closest existing valve on the existing water line to the proposed MHWSD connection on NC 50 (Project Drawing C-1.0; Station 10+00) is roughly two (2) miles away. To make this connection would require a significant service outage and the disposal of approximately 19,000 gallons of water. Therefore, this field order directs the following:

1. Install a 6-inch insert valve on the existing water line at the tie-in. The insert valve shall have a wedge gate that seals on the valve body, not host pipe (see attached project Drawing C-1.0). Contractor shall provide a shop drawing of the valve.

2. The 6-inch valve indicated on Project Drawing C-1.0 at station 10+05 is not needed due to the new insert valve above. This 6-inch valve shall now be installed on the MHWSD side of the tie-in at the Hardy-Graham vault site (see attached project drawing MD-1.1).

Attachments:

1. Project Drawings C-1.0 & MD-1.1 indicating changes.

ISSUED:	RECEIVED:
By: [signature]	By: [signature]
Engineer (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title: Vice President
Date: 1/26/21	Date: 1/27/21

Copy to: MHWSD, ONWASA, NC DWI

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Field Order No. 3

Date of Issuance:	6/4/21	Effective Date:	6/4/21
Owner:	Maple Hill Water and Sewer District	Owner's Contract No.:	
Contractor:	Herring-Rivenbark, Inc.	Contractor's Project No.:	
Engineer:	Highfill Infrastructure Engineering PC	Engineer's Project No.:	PEN1701
Project:	MHWSD to ONWASA Interconnects	State Grant Project No.:	H-SRP-D-17-0136

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: See Attached (Specification(s)) FO-3.0 (Drawing(s) / Detail(s))

Description:

After testing the interconnections between ONWASA and MHWSD, it was determined that both connections provide sufficient pressure and flow to fill the MHWSD Elevated Water Tank. However, the pressure from the ONWASA water system at each connection independently remains at a level that does not allow the MHWSD elevated water tank to cycle as needed. Therefore, to allow the MHWSD Elevated Water Tank to cycle, a multi-turn electric actuator shall be added to the 6-inch gate valve directly downstream of the meter in the vault at the Hardy Graham Road interconnection site.

This valve will be set to open when the pressure downstream of the valve is at 52 psi and close when the downstream pressure is 58 psi. These settings will be field adjusted as necessary after installation for proper elevated water tank operation. For more details, see the attachments. This field order includes the addition of one 6-inch gate valve actuator (to be installed on existing 6-inch gate valve in vault), the electrical connections, and SCADA components and programming for the actuated valve to open and close based on pressure settings at the MHWSD elevated storage tank.

Prior to beginning work indicated in this field order, Contractor shall provide cost, projected schedule, and a shop drawing for the electric actuator.

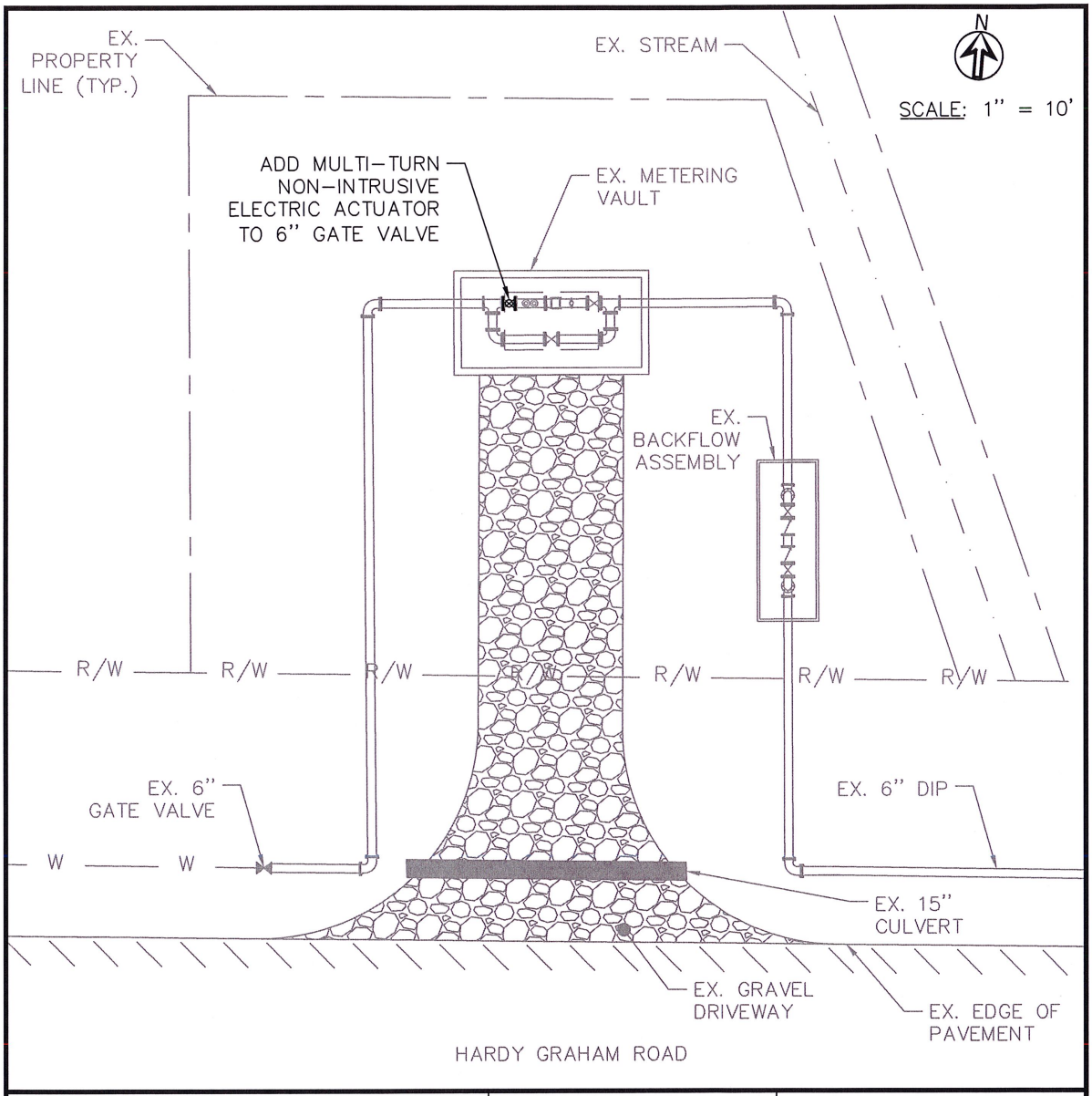
NORTH CAROLINA PROFESSIONAL SEAL 030236 ENGINEER PAUL R. SHIVERS 6/4/21

Attachments:

1. Field Order 3 Drawing FO-3.0
2. Multi-turn Electric Actuator for 6-inch Gate Valve specification
3. Revised Electrical Drawing E-0.0
4. Specification Section 26 45 01-SCADA

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Project Manager	Title: Vice President
Date: 6/4/21	Date: 6/4/21

Copy to: MHWSD, ONWASA, NC DWI



FO-3.0	NORTH CAROLINA PROFESSIONAL SEAL 030236 ENGINEER PAUL R. SHIVERS 6/4/21	Highfill Infrastructure Engineering, P.C. 3804 Park Avenue, Unit A Wilmington, NC 28403 Tel 910-313-1516 Fax 910-313-3073 www.hiepc.com Firm License No. C-2586
MHWSD TO ONWASA INTERCONNECTS		
HARDY GRAHAM ROAD FIELD ORDER #3	PROJECT NO.: PEN1701	

MULTI-TURN ELECTRIC ACTUATOR FOR 6-INCH GATE VALVE SPECIFICATION

A. The actuator shall be capable of fully opening and closing the valve on which it is installed under the maximum load. The actuator shall be self-locking under normal operating conditions in order to hold the valve in an intermediate position. The actuator shall be designed for indoor and outdoor service and capable of mounting in any position. The actuator shall include, in one integral unit, the motor, power gearing, travel limit switches, torque limit switches, handwheel, terminals for motor power, controls and drive nut. The actuator shall be manufactured by Limitorque, Auma, Emerson, Rotork or approved equal.

B. The entire actuator enclosure shall be watertight according to NEMA 4 Standard. All covers and entries shall be sealed by means of O-rings. All conduit entries shall be properly sealed to maintain the watertight housing. Terminal compartment and limit switch compartment covers shall be fastened to the gear housing by stainless steel bolts which are “capture” design to prevent loss when covers are removed.

C. The gear housing and all load-bearing enclosures shall be cast iron. The non-load-bearing enclosures and covers may be aluminum, cast iron or stainless steel. All housings are to be adequately designed, manufactured and inspected to assure against the ingress of moisture.

D. Gearing

1. All power gearing shall be made of hardened steel or bronze and operate in a lubricant. Gearing shall be designed to withstand the stall torque of the motor without failure. The final drive shall be of the self-locking worm-and-steel type to prevent creeping of the valve in an intermediate position. Gearing shall be non-segmented.

2. The drive nut shall be separable from the gear assembly to facilitate rapid mounting of the operator on the valve. The drive nut shall allow mounting on the valve at 90 degree intervals in order that the valve/operator combination can be mounted to minimize interference with adjacent facilities and equipment.

E. Motor:

1. The drive motor shall be specifically designed for actuator service and shall be characterized by high starting torque, low stall torque and low inertia.

2. The motor shall be capable of starting against the rated load in either the open or close direction when voltage to the motor terminals is plus or minus ten (10) percent of nameplate rating.

3. The motor shall be induction type with Class F – tropicalized insulation. Three terminal switches are to be imbedded in the windings – one hundred twenty (120) degrees apart to insure safe motor shut-down during periods of high current draw resulting in a high temperature condition.

4. The motor shall be capable of operation in any position. It shall be properly sealed from the lubricant filled gearcase to allow the motor to be mounted in any position relative to the gearcase. Removal of the motor shall not result in loss of lubricant.

5. The motor shall have plug-and-socket electrical connection to facilitate easy removal and replacement.

F. A handwheel shall be permanently attached for manual operation. A positive declutch mechanism shall engage the handwheel when required. The handwheel shall not rotate during motor operation. A fused or inoperable motor shall not prevent manual operation. Motor operation shall always take precedence over the manual operation.

G. Limit Switches:

1. Travel limit switches shall be provided to de-energize the motor control circuit when the actuator reaches the limits of travel in the open and close directions.

2. Limit switches and the limit switch drive shall be an integral part of the actuator.

3. The limit switch drive shall be of the counter gear type and “in step” with the actuator output drive at all times in either the electrical or manual modes of operation.

4. A minimum of four (4) contacts, two (2) normally open and two (2) normally closed, shall be supplied at each end of travel. The contacts shall be of silver and adequately rated to carry the control current. All contacts are to be completely sealed in a NEMA 4 enclosure to prohibit electrical shock while adjusting, to eliminate shorting potential and to ensure that contaminants do not foul the contacts.

5. Limit switches shall be fully adjustable when power is applied to the actuator.

6. Limit switches must be capable of quick adjustment, requiring no more than five (5) turns of the limit switch adjustment spindle.

H. The actuator shall have a separate drive/nut thrust bearing assembly mounted to the base of the actuator. This provides easy actuator mounting and removal without unloading the valve stem, thereby allowing the valve to remain in service. Stem nut should be of high quality tensile bronze or other material compatible with the valve stem. Grease fitting on drive assembly shall be furnished to allowed periodic lubrication of drive nut and thrust bearings.

I. Torque Switches:

1. Torque limit switches shall be provided to de-energize the motor control circuit when the valve encounters an obstruction during travel. The actuator shall have an open direction torque switch and a close direction torque switch.

2. The torque switches shall be mechanically operated and able to be set in torque units. Torque switches shall be calibrated prior to the actuator’s assembly to the valve.

3. Torque switches shall be adequately rated to carry the control current. The contacts are to be completely sealed.

J. The dial indicator shall be furnished to continuously indicate the position of the or at and between the fully open and fully closed position. The indicator shall operate when the actuator is in either the electrical mode or manual mode.

K. The electrical terminals shall be housed in a compartment isolated from the limit switch/torque switch compartment. All control and motor power termination shall be to plug-and-socket assembly in order that removal of the terminal compartment cover simultaneously disconnects all wiring with the actuator. A quantity of two – ¾-inch NPT conduit entries shall be furnished. A double-sealed terminal compartment shall be provided for a watertight seal between the terminal compartment and the balance of the actuator components.

L. Controls (Open/Close Service):

1. Motor controls shall consist of mechanical reversing contactors to reverse motor direction (transformer for control power, phase discriminator trip or thermal switch trip). Selection of operation from local or remote source shall be by padlockable "local-off-remote" selector switch. Remote signals shall be accepted by the actuator through optical isolators or interposing relays.

2. Local operation of actuator will be by open-stop-close pushbuttons with red lamp indicating close, green lamp indicating open, amber lamp indicating fault.

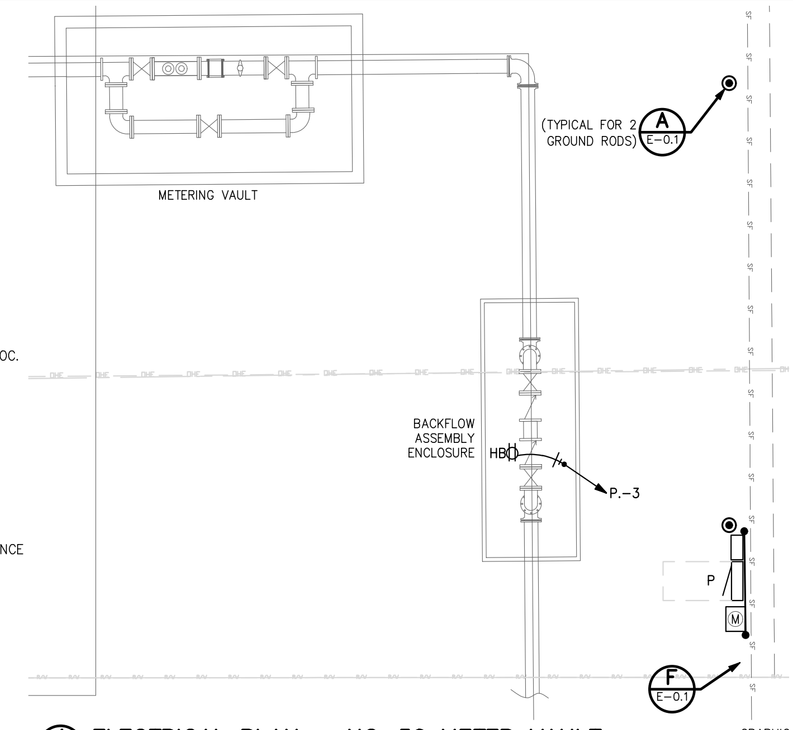
3. Actuator shall have optical isolation for control signal input.

ELECTRICAL NOTES

1. ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND REQUIREMENTS OF THE LOCAL AUTHORITY HAVING JURISDICTION.
2. PERMITS FOR ELECTRICAL WORK SHALL BE OBTAINED BY AND PAID BY THE ELECTRICAL CONTRACTOR. THE ELECTRICAL CONTRACTOR SHALL PAY FOR ANY ADDITIONAL FEES FOR INSPECTIONS, TESTS, AND OTHER SERVICES AS REQUIRED FOR THE COMPLETION OF THE WORK.
3. THE DRAWINGS ARE INTENDED TO RESULT IN THE PRODUCTION OF A COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEM. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER SERVICES AS NECESSARY TO COMPLETE THE WORK.
4. DISCREPANCIES IN THE DRAWINGS THAT WILL AFFECT THE WORK SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER, AND/OR OWNER PRIOR TO SUBMITTING PROPOSALS.
5. UNLESS NOTED OTHERWISE, ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND INCLUDE A 3RD PARTY LABEL (I.E.: UL, CSA, ETL, ETC.) LISTING APPROVAL FOR ITS INSTALLED APPLICATION.
6. REVIEW PLANS OF OTHER TRADES FOR COORDINATION OF WORK AND FOR RELATED AND ADJOINING WORK..
7. CUTTING AND PATCHING TO INSTALL DEVICES AND EQUIPMENT SHALL BE PERFORMED WITH FINISHES RESTORED TO THEIR ORIGINAL CONDITION. SUCH WORK SHALL BE COMPLETED TO A DEGREE THAT IS ACCEPTABLE TO THE ENGINEER, AND/OR OWNER.
8. PROVIDE NATIONAL ELECTRICAL CODE REQUIRED CLEARANCES FOR ALL ELECTRICAL EQUIPMENT. COORDINATE RESOLUTION OF CONFLICTS WITH OTHER TRADES.
9. PANEL BUS MATERIAL: COPPER.
10. CONDUCTORS: COPPER WITH THWN INSULATION.
11. RACEWAYS: PVC SCHEDULE 80 FOR CONDUIT & LFNC FOR EQUIPMENT CONNECTIONS.
12. PANELBOARDS SHALL HAVE COPPER BUS WITH BOLT-ON CIRCUIT BREAKERS.
13. ALL FASTENERS SHALL BE STAINLESS STEEL TYPE.
14. DEVICES SHALL BE SPECIFICATION GRADE & BROWN IN COLOR.
15. SHARED NEUTRAL CONDUCTORS SHALL NOT BE USED UNLESS SPECIFICALLY INDICATED SO ON HOMERUN CIRCUITRY DESIGNATIONS.
16. PANEL BREAKER CONFIGURATIONS SHALL BE INSTALLED AS INDICATED ON THE PANEL SCHEDULES OR AS NOTED. BREAKER POSITION REVISIONS WILL NOT BE ACCEPTED UNLESS APPROVED IN WRITING BY THE ENGINEER.
17. LOAD CIRCUITS SHALL BE INSTALLED AS INDICATED ON THE DRAWINGS. CIRCUITRY REVISIONS WILL NOT BE ACCEPTED UNLESS APPROVED IN WRITING BY THE ENGINEER.

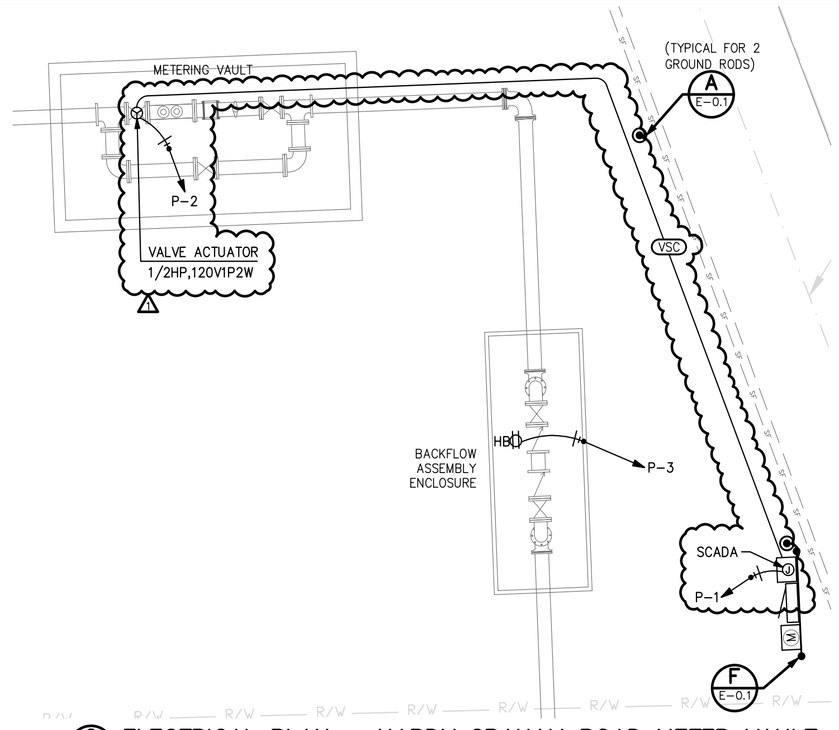
ABBREVIATIONS

AFG	ABOVE FINISHED GRADE
AIC	AMPS INTERRUPTING CAPABILITY
BKR	BREAKER
C	CONDUIT
C/B	CIRCUIT BREAKER
CKT	CIRCUIT
CU	COPPER
DIA	DIAMETER
DWG	DRAWING
EC	ELECTRICAL CONTRACTOR
ENCL	ENCLOSED
G	EQUIPMENT GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
GFEP	GROUND FAULT EQUIPMENT PROTECTED
K	KILO (THOUSAND)
KCM	KILO CIRCULAR MIL
MCB	MAIN CIRCUIT BREAKER
MFR	MANUFACTURER
N/A	NOT APPLICABLE
N/F	NON FUSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
NTS	NOT TO SCALE
P	PHASE OR POLE
PH	PHASE
PNL	PANEL
PVC	POLYVINYL CHLORIDE
REC	RECEPTACLE
RECPT	RECEPTACLE
REQ.	REQUIRED
SYS	SYSTEM
S/N	SOLID NEUTRAL
TYP	TYPICAL
UL	UNDERWRITERS LABORATORY
ULSE	UNDERWRITERS LABORATORY SERVICE ENTRANCE
UNO	UNLESS NOTED OTHERWISE
UON	UNLESS OTHERWISE NOTED
V	VOLTS
VA	VOLT-AMPS
W	WATTS
W	WIRE
W/	WITH
WP	WEATHERPROOF



1 E-0.0 ELECTRICAL PLAN – NC-50 METER VAULT
SCALE: 1/4" = 1'-0"

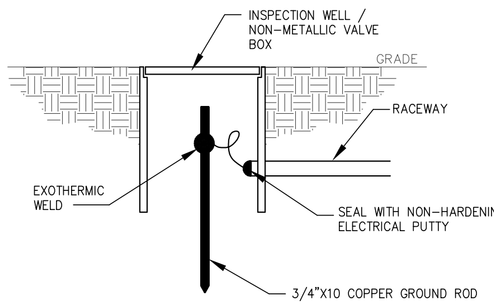
GRAPHIC SCALE: 1/4"=1'-0" (0 1 2 4 8) TRUE NORTH



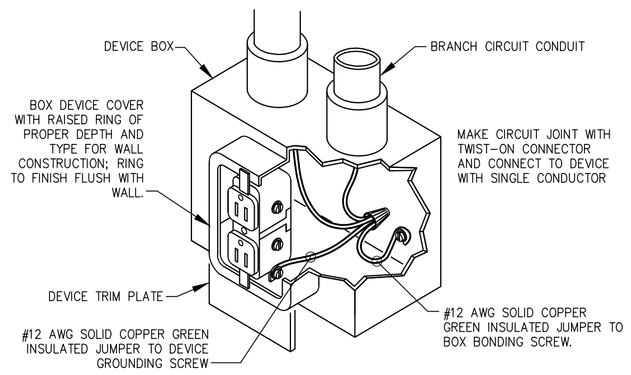
2 E-0.0 ELECTRICAL PLAN – HARDY GRAHAM ROAD METER VAULT
SCALE: 1/4" = 1'-0"

INSTRUMENTATION & CONTROL SCHEDULE

TAG	DESCRIPTION	CIRCUITRY	CONNECT FROM	CONNECT TO	NOTES
VSC	VALVE STATUS & CONTROL	3/4"C.2#14,#14G	VALVE ACTUATOR	SCADA	VALVE OPEN POSITION
		2#14			VALVE CLOSED POSITION
		2#14			VALVE OPEN COMMAND
		2#14			VALVE CLOSE COMMAND



A E-0.0 GROUND ROD & INSPECTION WELL
NO SCALE



B E-0.0 OUTLET GROUNDING DETAIL
NO SCALE

WARNING

Maximum Available Fault Current:
4200 Symmetrical RMS Amperes
Date: 04/04/2019
Based on :

Utility Transformer:	15 kVA (Maxiumum)
Utility Transformer:	1.5% Impedance (Minimum)
Service Feeder:	#2 (Maximum) Copper
Service Feeder Length:	50' (Minimum)
Motor Load:	N/A kVA (Maximum)

C E-0.0 FAULT CURRENT LABEL FOR SERVICE EQUIPMENT
NO SCALE

P

ROOM: EQUIPMENT RACK
MOUNTING: SURFACE
FED FROM: UTILITY
NOTE: ULSE; NEMA-4X

VOLTS: 240/120V 2P 3W
BUS AMPS: 100
NEUTRAL: 100%

AIC: 10,000
MAIN BKR: 100
LUGS: STANDARD

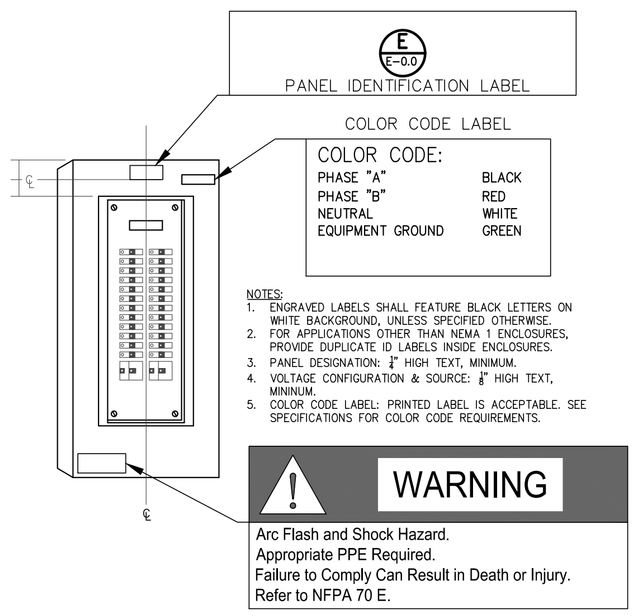
CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B
1	20/1	HARDY GRAHAM RD- MISSION COMM. SCADA	0.3		2	20/1	HARDY GRAHAM RD- VALVE ACTUATOR	1.18	
3	20/1	(1) REC-HOT BOX		1.5	4	20/1	SPARE		0
5	20/1	SPARE	0		6	20/1	SPARE	0	
7	20/1	SPARE		0	8	20/1	SPARE		0
9	20/1	SPARE	0		10	20/1	SPARE	0	
11	20/1	SPARE		0	12	20/1	SPARE		0
13	20/1	SPARE	0		14	20/1	SPACE	0	
15	20/1	SPACE		0	16	20/1	SPACE		0
17	20/1	SPACE	0		18	20/1	SPACE	0	
19	20/1	SPACE		0	20	20/1	SPACE		0
21	20/1	SPACE	0		22	20/1	SPACE	0	
23	20/1	SPACE		0	24	20/1	SPACE		0
							TOTAL CONNECTED KVA BY PHASE	1.48	1.5
							TOTAL CONNECTED AMPS BY PHASE	12.3	12.5

	CONN KVA	CALC KVA			CONN KVA	CALC KVA	
LARGEST MOTOR	1.18	0.294	(25%)	MOTORS	1.18	1.18	(100%)
				CONTINUOUS	1.8	2.25	(125%)
				TOTAL LOAD		3.72	
				BALANCED LOAD		15.5 A	

(•) GFEP 30 mA BREAKER

RECEPTACLE LEGEND

SYMBOL	NEMA	VOLTS	DESCRIPTION
HB	5-20R	120V 1P 2W	DUPLEX FOR HOT BOX HEATER; SUPPLY FROM GFEP C/B (30mA); LISTED WEATHER-RESISTANT TYPE; PROVIDE CAST ALUMINUM WEATHERPROOF IN-USE COVER WITH CAST ALUMINUM FD WEATHERPROOF BOX. COORDINATE MTG HEIGHT WITH ENCLOSURE PROVIDED.
SCADA		120V 1P 2W	POWER FOR MISSION COMMUNICATIONS SCADA UNIT.



NOTES:
1. ENGRAVED LABELS SHALL FEATURE BLACK LETTERS ON WHITE BACKGROUND, UNLESS SPECIFIED OTHERWISE.
2. FOR APPLICATIONS OTHER THAN NEMA 1 ENCLOSURES, PROVIDE DUPLICATE ID LABELS INSIDE ENCLOSURES.
3. PANEL DESIGNATION: ½" HIGH TEXT, MINIMUM.
4. VOLTAGE CONFIGURATION & SOURCE: ⅜" HIGH TEXT, MINIMUM.
5. COLOR CODE LABEL: PRINTED LABEL IS ACCEPTABLE. SEE SPECIFICATIONS FOR COLOR CODE REQUIREMENTS.

WARNING

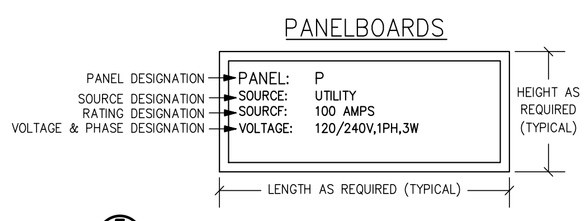
Arc Flash and Shock Hazard.
Appropriate PPE Required.
Failure to Comply Can Result in Death or Injury.
Refer to NFPA 70 E.

D E-0.0 TYPICAL PANELBOARD IDENTIFICATION
NO SCALE

MISC. ELECTRICAL SYMBOL LEGEND

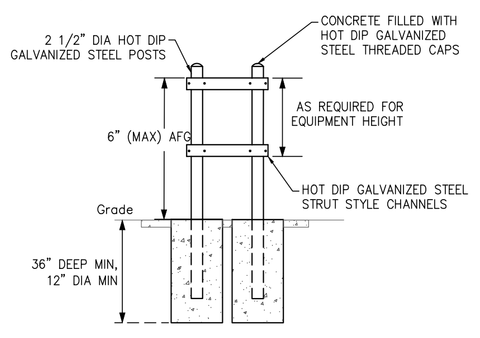
- PANELBOARD, SEE PANEL SCHEDULE
- GROUND ROD, 3/4" X 10' COPPER CLAD. WHERE TWO RODS ARE INDICATED, SPACE A MINIMUM OF 20' APART.
- XXX — INSTRUMENTATION & CONTROL TAG – SEE INSTRUMENTATION & CONTROL SCHEDULE
- HOMERUN DESIGNATION, #12 CONDUCTORS UNLESS NOTED OTHERWISE.
- EQUIPMENT GROUND CONDUCTOR
- PHASE CONDUCTOR
- NEUTRAL CONDUCTOR
- A E-501 — LETTER INDICATES ELEVATION OR DETAIL; NUMBER INDICATES PLAN OR SECTION; SHEET NUMBER WHERE PLAN, SECTION, ELEVATION OR DETAIL IS DRAWN

NOTES:
1. ENGRAVED PLASTIC FOR NAMEPLATE.
2. HIGH PERFORMANCE, DOUBLE COATED TAPE WITH ADHESIVE TO ATTACH LABELS. DESIGN BASIS:3M #06383 OR APPROVED EQUIVALENT.
3. 3/8" ENGRAVED LETTERS EQUIPMENT NAME DESIGNATION AND 1/4" ENGRAVED LETTERS ON ALL OTHER DESIGNATIONS.

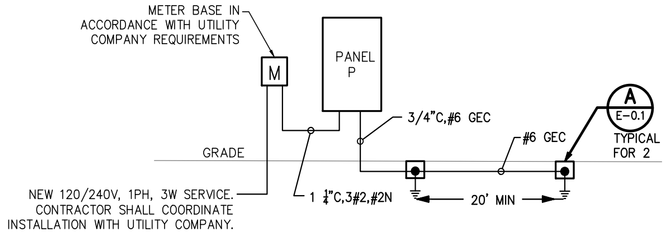


E E-0.0 TYPICAL NAMEPLATE DETAILS
NO SCALE

NOTES:
1. USE 3/8" HOT DIP GALVANIZED STEEL HARDWARE FOR CONNECTING 1⅝" STRUT STYLE CHANNELS AND MOUNTING EQUIPMENT.
2. PROVIDE ADDITIONAL CHANNEL(S) WHERE REQUIRED TO ALIGN WITH EQUIPMENT MOUNTING HOLES.



F E-0.0 EQUIPMENT RACK DETAIL
NO SCALE



G E-0.0 POWER RISER DIAGRAM
NO SCALE

BY	REVISION	DATE
MAC	REVISION 1: ADD VALVE ACTUATOR, SCADA	3/24/21
PRS	FOR BID	3/9/20
EMH	RELEASED FOR REGULATORY REVIEW	3/25/19
EMH	RELEASED FOR ONWASA REVIEW	2/28/19
EMH	RELEASED FOR PCU REVIEW	10/19/18

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17593 MARK A. CIARROCCA
Digitally signed by Mark A. Carrocca
Date: 2021.05.24 15:40:32-04'00'

CHEATHAM & ASSOCIATES, P.A.
CONSULTING ENGINEERS
3412 ENTERPRISE DRIVE
WILMINGTON, NORTH CAROLINA
(910) 452-4210
OFFICE@CHEATHAMPA.COM
WWW.CHEATHAMPA.COM
NC LICENSE # C-1073
CAPA # 20014

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.
3804 Park Avenue, Unit A
Wilmington, NC 28403
Tel 910-313-1516
www.hiepc.com
Firm License No. C-2586

Engineering is our profession. Service is our passion.

MAPLE HILL WATER AND SEWER DISTRICT TO ONWASA INTERCONNECTS
MAPLE HILL WATER AND SEWER DISTRICT
PENDER COUNTY, NC

ELECTRICAL PLANS

PROJECT NO.
PEN1701

E-0.0

SECTION 26 45 01
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The Drawings and provisions of the General Conditions, Special Conditions, and the Sections included under General Requirements, are included as part of this Section as though bound herein.

1.2 DEFINITIONS

DI	Digital Input
DO	Digital Output
RTU	Remote Terminal Unit
SCADA	Supervisory Control and Data Acquisition

1.3 WORK INCLUDED

A. This section gives the requirements for the installation of Supervisory Control and Data Acquisition (SCADA) system components for valve actuator monitoring and control. This section includes equipment referenced on drawings as SCADA or remote terminal unit (RTU).

B. A Mission Communications MyDro SCADA RTU is currently utilized for remote monitoring of pressure at the Maple Hill elevated storage tank for Pender County. Mission Communications contact info:

Mission Communications, LLC
3170 Reps Miller Rd.
Suite 190
Norcross, GA 30071
877 993-1911 Toll Free 24/7
678 969-0021
678 969-0541 fax

North Carolina rep contact:
Vinnie Bryant
Clearwater, Inc.
910-337-3951
vinnie.bryant@clearwaterinc.net

C. The Mission Communication system will be utilized for control logic to remotely control valve actuator operation at a site remote from the Maple Hill elevated storage tank site.

D. Valve site monitoring functions to include:

1. Valve Open position status (DI).
2. Valve Closed position status (DI).

E. Valve site control functions to include:

1. Valve Open Command (DO).
2. Valve Close Command (DO).

F. Completeness: These specifications cover the intended function of the equipment, but do not necessarily cover all details necessary for a complete, operating and functional system. Contractor shall supply all devices and appurtenances necessary to provide a complete, operable and satisfactory system as indicated or specified.

PART 2 - PRODUCTS

2.1 RTU

A. Design Basis: Mission Communications MyDro 150.

2.2 SYSTEM ACCESSORIES

A. Enclosure: NEMA 4X.

B. All mounting hardware shall be stainless steel.

C. 120 VAC : 12 VAC transformer.

D. 12 VDC battery.

E. Antenna with cable.

2.2 WIRING

A. All internal instrument and component device wiring shall be as normally furnished by the manufacturer. With exception of electronic circuits, all interconnecting wiring and wiring to terminals for external connection shall be no less than 18 AWG copper, insulated for not less than 600 volts, with a moisture and heat resistant material and flame retardant nonmetallic covering.

B. All wires are to be identified with permanent wire number markers at each termination point of the wire. Acceptable NEC and ISA wire colors for various voltage conductors are to be used.

C. Terminal blocks for field connections shall be suitable for No. 14 - 12 AWG wire and be complete with marking strip and screw connectors. Terminals shall be labeled to agree with identifications shown on supplier's submittal drawings. A terminal shall be provided for each conductor of external circuits plus one ground for each shielded cable. All wiring shall be grouped or cabled and firmly supported to the panel. Not less than 8 inches of clearance shall be provided between the terminal strips and the base of vertical panels for conduit and wiring space. No less than 25% spare terminals shall be provided. Each control loop or system shall be individually fused and all fuses or circuit breakers shall be clearly labeled and located for easy maintenance.

2.3 DEVICE IDENTIFICATION

A. All devices shall be permanently identified. The device and terminal identifications shall agree with those shown on the equipment drawings.

B. Nameplates shall be provided on the face of individual devices.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: The Contractor shall handle and store all equipment and materials to be installed, being careful to prevent any damage during transport and storage. All equipment stored shall be protected from weather in a manner recommended by the manufacturer.

B. Equipment and components shall be installed in accordance with the manufacturer's instructions, recommendations, and requirements.

3.3 SYSTEM PROGRAMMING

A. The following logic functions shall be programmed into the Mission system for remote control functions:

1. Valve OPEN command shall be sent when the Maple Hill elevated storage tank pressure drops to 52 psi.
2. Valve CLOSE command shall be sent when the Maple Hill elevated storage tank pressure rises to 58 psi.
3. Specific pressure criteria for valve operation shall be confirmed and coordinated with the Civil Engineer.

3.4 START-UP TESTING

A. Test systems for proper function to verify that all inputs and outputs are transmitted and received as intended.

B. Test systems for proper function to verify that the control logic performs as intended.

3.5 WITNESS TESTING

A. The OWNER, ENGINEER, regular operators, and the maintenance staff shall be notified 2 weeks in advance of the time and date of the site tests. Tests shall be performed that fully exhibit the monitoring, control, and logic functions as specified herein.

3.6 SUPERVISION, START-UP, SERVICE, AND TRAINING

A. System supplier's trained service engineer shall provide installation support to the Contractor.

B. If needed for successful operation, system supplier's trained service engineer shall provide initial startup, calibration and adjustment of equipment.

C. Manufacturer shall, during the warranty period, furnish all service necessary to repair defective equipment or work, and no charges will be made for any service due to these reasons. A complete written report shall be furnished to the Owner and Engineer after each service visit, giving the reason for failure and recommendations to prevent recurrence.

D. Conditional service shall also be provided, upon request of the Owner, for a period of one year after final acceptance, up to one 8-hour day, on-site.

END OF SECTION 264501

Pender County
Request for Board Action

TO:	Board of Rocky Point/Topsail Water and Sewer District
FROM:	Kenneth Keel
DATE:	August 2, 2021
SUBJECT:	Resolution Accepting the Deed of Dedication of water distribution system for Wyndwater Phase 4B and Salters Haven Phase 2

SUMMARY:
The water system improvements for the developments of Wyndwater Phase 4B and Salters Haven Phase 2 have been completed and approved by NCDEQ and Pender County Utilities. The official dedication of these improvements is provided in the attached documents to be recorded upon the Board's approval.

ACTION REQUESTED:
Approve resolution accepting the Deed of Dedication of water distribution system for Wyndwater Phase 4B and Salters Haven Phase 2

ATTACHMENTS:
Resolution
Deed of Dedication & Affidavit for Wyndwater Phase 4B
Deed of Dedication & Affidavit for Salters Haven Phase 2

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

PENDER COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk to the Board
Melissa Long

Resolution Accepting the Deed of Dedication for the Conveyance of Title to the Water Distribution System Properly Installed to Serve Wyndwater Phase 4B and Salters Haven Phase 2

WHEREAS, In accordance with the Pender County Water and Sewer Ordinance, Article XII, Subsection II, 5.a: submission of a Deed of Dedication is required for acceptance of any new water and/or sewer extensions constructed to serve any structure within a subdivision prior to the commencement of water and/or sewer service by the District; and

WHEREAS, With acceptance of these improvements, the conveyance of title to these infrastructure improvements will occur and the District will become responsible for the permanent maintenance of these improvements at the conclusion of the contractor's warranty period; and

WHEREAS, Staff is recommending acceptance of the respective project infrastructure improvements as follows:

- Wyndwater, Phase 4B – 108 LF 8" watermain, 658 LF 6" watermain, 447 LF 2" watermain, hydrants, valves, and related water appurtenances along Sailor Sky Way, Sonoma Place, Radiance Way, and North & South Artisan Drive.
- Salters Haven, Phase 2 – 8,150 LF 8" watermain, hydrants, valves, and related water appurtenances along Bluenose Lane, Jackline Drive, East & West Keel Drive, Anchors Away Road, Knots Bend Drive, and Tide View Point.

WHEREAS, All of the above improvements have been inspected, engineer certified, and issued Final Approval by the NCDEQ – Public Water Supply Section.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Rocky Point/Topsail Water and Sewer District a resolution accepting the Deed of Dedications and Affidavits for the Water Distribution improvements installed to serve Wyndwater Phase 4B and Salters Haven Phase 2.

Adopted this 2nd day of August 2021.

_____
George R. Brown, Jr., Chairman
Board of Rocky Point/Topsail Water & Sewer District

ATTEST:

_____
Nancy Avery
Interim Clerk to the Board

Prepared by: Eugene B. Davis, Jr., 1612 Military Cutoff Road, Suite 301, Wilmington NC 28403

STATE OF NORTH CAROLINA

DEED OF DEDICATION

COUNTY OF PENDER

THIS DEED OF DEDICATION, made and entered into this the 6 day of April, 2021, by and between **Capstone Ventures, LLC**, a North Carolina limited liability company, hereinafter referred to as "Developer", and **ROCKY POINT/TOPSAIL WATER AND SEWER DISTRICT**, a municipal corporation duly created and existing under the laws of the State of North Carolina, hereinafter referred to as "Grantee";

W I T N E S S E T H :

WHEREAS, Developer is the owner and developer of tracts or parcels located in Topsail Township, Pender County, North Carolina, known as **WyndWater, Phase 4B** and lots in future phase(s) of WyndWater, collectively referenced as **Lots 235 – 240, 242-251, 255** and **256** (the "Property");

WHEREAS, Developer has caused to be installed water distribution lines under and along the road rights-of-way hereinafter described and referenced;

WHEREAS, Developer wishes to obtain potable water from Grantee for the Property and to make potable water from Grantee's system available to individual lot owners of the Property;

WHEREAS, in order to obtain water for said Property, Developer must convey title to the potable water distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW THEREFORE, Developer, in consideration of Grantee accepting said water lines and making water available to said Property, does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All of the potable water lines and equipment located under, along, and within the road, street, and cul-de-sac rights-of-way as shown on the map of "Utility As-Built, WyndWater – Phase 4B", which map is attached hereto as **Exhibit A** and incorporated herein by reference.

TO HAVE AND TO HOLD said water lines and equipment above described, together with the privileges and appurtenances thereto belong to Grantee forever.

Together with non-exclusive easements over, along and upon the entire area of the roads, streets and cul-de-sacs depicted on the map referenced above and serving the area referenced above, for purposes of entry into the Property for maintenance, repair and upkeep of the water distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said roads, streets and cul-de-sacs. Reserving unto Developer, its successors and assigns, equal rights of easement and access over, in, along and upon said rods, streets and cul-de-sacs for purposes of installing and maintaining such other utilities as may be required for the development of the Property.

And Developer does hereby covenant that it is seized of said potable water lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances (except those matters of record), and that it will warrant and defend the title to the same against all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be signed in its name by its duly authorized Manager, the day and year first above written.

Capstone Ventures, LLC

By: D Howell, mgr.
D. Andrew Howell, Manager

STATE OF Utah **- COUNTY OF** Summit

I, Ava-Fairclough-LaFave, a Notary Public of the County and State aforesaid, do certify that **D. Andrew Howell**, who is known to me, personally came before me this day and acknowledged he is Manager of **Capstone Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager of said LLC, being authorized to do so, voluntarily executed the foregoing instrument for the purpose stated therein on behalf of the limited liability company.

Witness my hand and official seal, this the 6 day of April, 2021.

(Notary seal)

Ava · Fairclough-LaFave
Notary Public

My Commission Expires: 09·04·2022

NOTARY PUBLIC
AVA FAIRCLOUGH LAFAVE
COMM. # 702976
COMMISSION EXPIRES
SEPTEMBER 4, 2022
STATE OF UTAH

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for _____ was accepted by the Pender County Board of Commissioners on the _____ day of _____, 20___.

Pender County Board of Commissioners

_____
George R. Brown (Chairman)

_____
_____
Clerk to the Board

AFFIDAVIT

Prepared by & Return to: Eugene B. Davis, Jr., P.C., 1612 Military Cutoff Rd., Ste. 301, Wilmington, NC 28403

STATE OF NORTH CAROLINA

COUNTY OF PENDER

Capstone Ventures, LLC, a North Carolina limited liability company hereinafter referred to as "Affiant," being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Topsail Township, Pender County, North Carolina, known as **Wyndwater, Phase 4B**, including **Lots 235 – 240, 242-251, 255** and **256** therein, as more particularly described in a Deed of Dedication in favor of the ROCKY POINT TOPSAIL WATER AND SEWER DISTRICT of even date herewith.

2. That it has caused to be installed potable water lines and sewer lines under and along the road, street, and cul-de-sac right-of-ways for the property hereinafter described and referenced:

> All of the potable water lines and equipment located under, along, and within the road, street, and cul-de-sac rights-of-way as shown on the map of "**WYNDWATER – PHASE 4B UTILITY AS-BUILT**," which map is attached hereto as **Exhibit "A"**

3. All the work which has been performed in the construction and installation of said potable water lines and sewer lines described in Paragraph 2 has been fully paid for and there are now no liens of any kind including any lien for labor or material against the property described in paragraph two which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the potable water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the potable water lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 6 day of April, 2021.

Capstone Ventures, LLC

By: D. Howell, mgr.
D. Andrew Howell, Manager

STATE OF Utah **- COUNTY OF** Summit

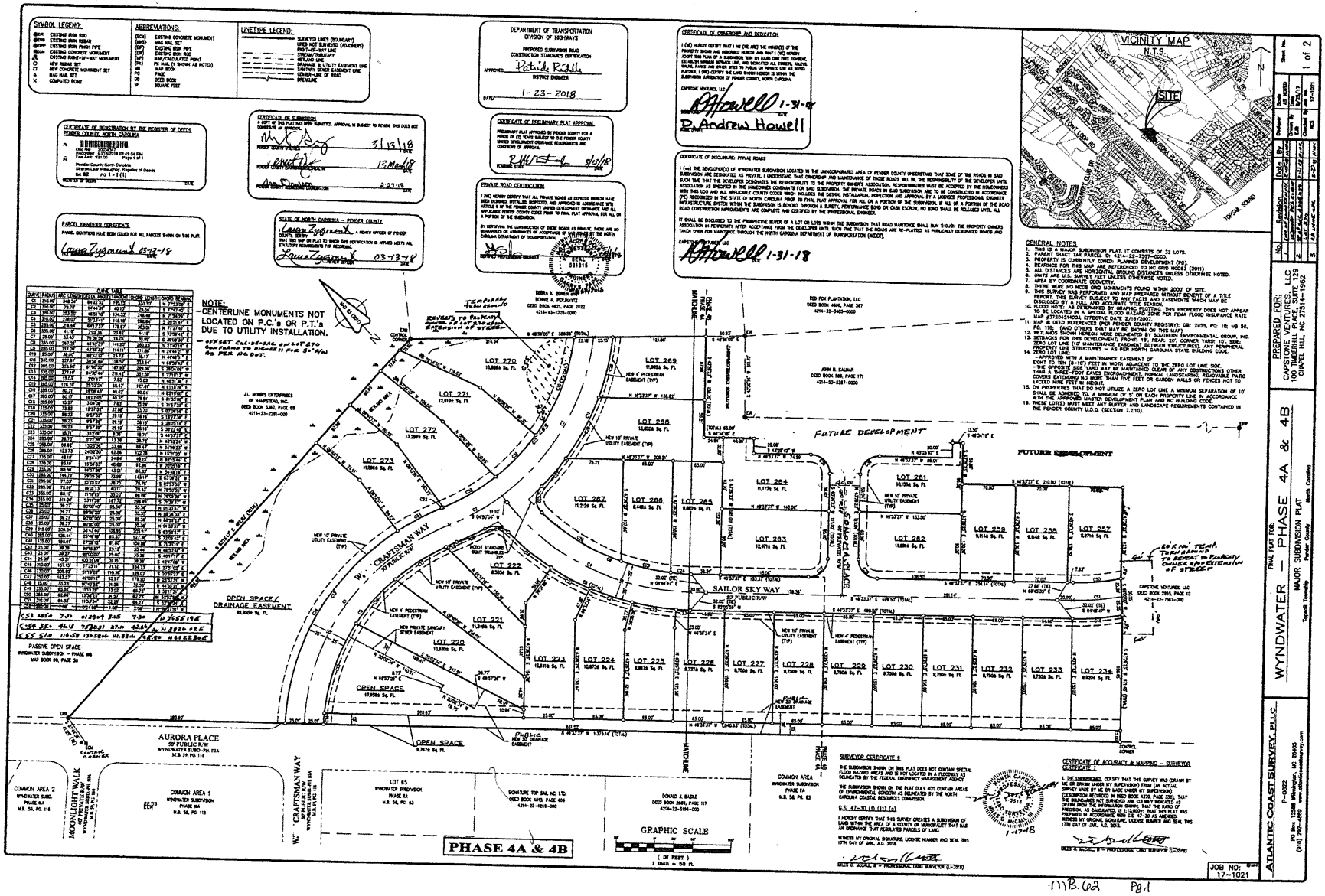
Sworn to and subscribed before me this 6 day of April, 2021 by **D. Andrew Howell**.

Ava - Fairclough-LaFave
Notary Public

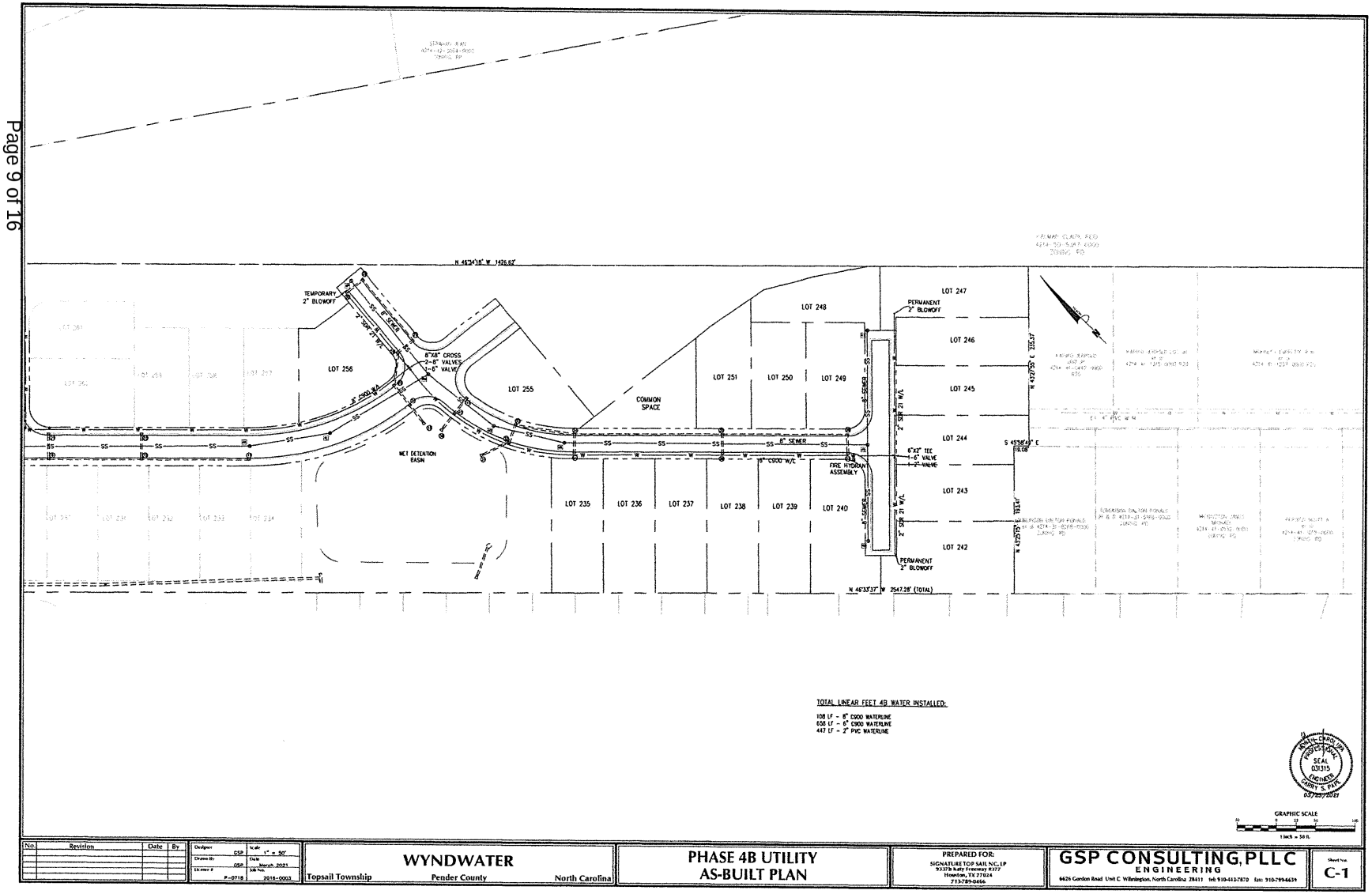
My Commission Expires: 09.04.2022

NOTARY PUBLIC
AVA FAIRCLOUGH LAFAVE
COMM. # 702078
COMMISSION EXPIRES
SEPTEMBER 4, 2022
STATE OF UTAH

(Notary Seal)


SYMBOL LEGEND:
ABBREVIATIONS:
LINETYPE LEGEND:
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION
APPROVED: Patrick Reilly
DISTRICT ENGINEER
1-23-2018
CERTIFICATE OF OWNERSHIP AND DEDICATION
CAPSTONE VENTURES, LLC
P. Andrew Howell
1-31-18
CERTIFICATE OF SUBMISSION
CERTIFICATE OF PRELIMINARY PLAT APPROVAL
CERTIFICATE OF DISCLOSURE: PRIVATE ROADS
CAPSTONE VENTURES, LLC
P. Andrew Howell
1-31-18
CERTIFICATE OF RECORDATION BY THE REGISTER OF DEEDS
PENDER COUNTY NORTH CAROLINA
PARCEL IDENTIFIER CERTIFICATE
PARCEL IDENTIFIER NUMBER HAS BEEN ISSUED FOR ALL PARCELS SHOWN ON THIS PLAT.
Laura Zygmunt 03-13-18
STATE OF NORTH CAROLINA - PENDER COUNTY
Laura Zygmunt
03-13-18
PRIVATE ROAD CERTIFICATION
SEAL 031316
VICINITY MAP
N.T.S.
SITE
GENERAL NOTES
1. THIS IS A MAJOR SUBDIVISION PLAT. IT CONSISTS OF 32 LOTS.
2. PARENT TRACT TAX PARCEL ID: 4214-23-7597-0000
3. PROPERTY IS CURRENTLY ZONED: PLANNED DEVELOPMENT (PD).
4. BEARINGS FOR THIS MAP ARE REFERENCED TO NC GRID NAD83 (2011)
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
6. UNITS U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
7. AREA BY COORDINATE GEOMETRY.
8. THERE WERE NO MOON GRID MONUMENTS FOUND WITHIN 2000' OF SITE.
9. THIS SURVEY WAS PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS OR EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
10. FLOOD NOTE: AS DETERMINED BY GRAPHIC PLOTTING, THIS PROPERTY DOES NOT APPEAR TO BE LOCATED IN A SPECIAL FLOOD HAZARD ZONE PER FEMA FLOOD INSURANCE RATE MAP #3728421400J EFFECTIVE DATE 2/6/2007.
11. MAP & DEED REFERENCES (PER PENDER COUNTY REGISTRY): DB: 2955, PG: 10; MB 50, PG. 116; (AND OTHERS THAT MAY BE SHOWN ON THIS MAP)
12. WETLANDS SHOWN HEREON WERE DELINEATED BY SOUTHERN ENVIRONMENTAL GROUP, INC.
13. SETBACKS FOR THIS DEVELOPMENT: FRONT: 15', REAR: 20', CORNER YARD: 10', SIDE: ZERO LOT LINE (1/2' MAINTENANCE EASEMENT BETWEEN STRUCTURES); ANY PERIPHERAL SIDE YARD: 10' BETWEEN STRUCTURES - AS PER NORTH CAROLINA STATE BUILDING CODE.
14. ZERO LOT LINE NOTE:
- APPROVED WITH A MAINTENANCE EASEMENT OF EIGHT TO TEN (8-10') FEET IN WIDTH ADJACENT TO THE ZERO LOT LINE SIDE.
- THE OPPOSITE SIDE YARD MAY BE MAINTAINED CLEAR OF ANY OBSTRUCTIONS OTHER THAN A THREE-FOOT EAVES ENCROACHMENT, NORMAL LANDSCAPING, REMOVABLE PATIO COVERS EXTENDING NO MORE THAN FIVE FEET OR GARDEN WALLS OR FENCES NOT TO EXCEED NINE FEET IN HEIGHT.
15. ON PROPERTIES THAT DO NOT UTILIZE A ZERO LOT LINE A MINIMUM SEPARATION OF 10' SHALL BE ADHERED TO. A MINIMUM OF 5' ON EACH PROPERTY LINE IN ACCORDANCE WITH THE APPROVED MASTER DEVELOPMENT PLAN AND NC BUILDING CODE.
16. THESE LOT(S) MUST MEET ANY BUFFER AND LANDSCAPE REQUIREMENTS CONTAINED IN THE PENDER COUNTY U.D.O. (SECTION 7.2.10).
NOTE:
-CENTERLINE MONUMENTS NOT LOCATED ON P.C.'s OR P.T.'s DUE TO UTILITY INSTALLATION.
LOT 270
LOT 269
LOT 271
LOT 272
LOT 273
LOT 268
LOT 267
LOT 266
LOT 265
LOT 264
LOT 263
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LOT 261
LOT 260
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LOT 220
LOT 223
LOT 224
LOT 225
LOT 226
LOT 227
LOT 228
LOT 229
LOT 230
LOT 231
LOT 232
LOT 233
LOT 234
CRAFTSMAN WAY
SAILOR SKY WAY
AURORA PLACE
FUTURE DEVELOPMENT
OPEN SPACE / DRAINAGE EASEMENT
OPEN SPACE
PASSIVE OPEN SPACE
WYNDWATER SUBDIVISION - PHASE 4B
MAP BOOK 60, PAGE 30
COMMON AREA 2
COMMON AREA 1
MOONLIGHT WALK
LOT 65
COMMON AREA
PHASE 4A & 4B
GRAPHIC SCALE
1 inch = 50 FT.
SURVEYOR CERTIFICATE II
CERTIFICATE OF ACCURACY & MAPPING - SURVEYOR CERTIFICATE I
JOB NO: 17-1021
PREPARED FOR:
CAPSTONE VENTURES, LLC
100 TIMBERHILL PLACE, SUITE 129
CHAPEL HILL, NC 27514-1962
FINAL PLAT FOR:
WYNDWATER – PHASE 4A & 4B
MAJOR SUBDIVISION PLAT
Topsail Township
Pender County
North Carolina
ATLANTIC COAST SURVEY, PLLC
P-0822
PO Box 12368 Wilmington, NC 28405
(910) 791-1699 www.atlanticcoastsurvey.com
1 of 2

MB. 62 Pg. 1



No.	Revision	Date	By

Designer	GSP
Drawn By	GSP
Surveyor #	P-0718
Scale	1" = 50'
Date	March 2021
Job No.	2016-0003

WYNDWATER
Topsail Township — Pender County — North Carolina

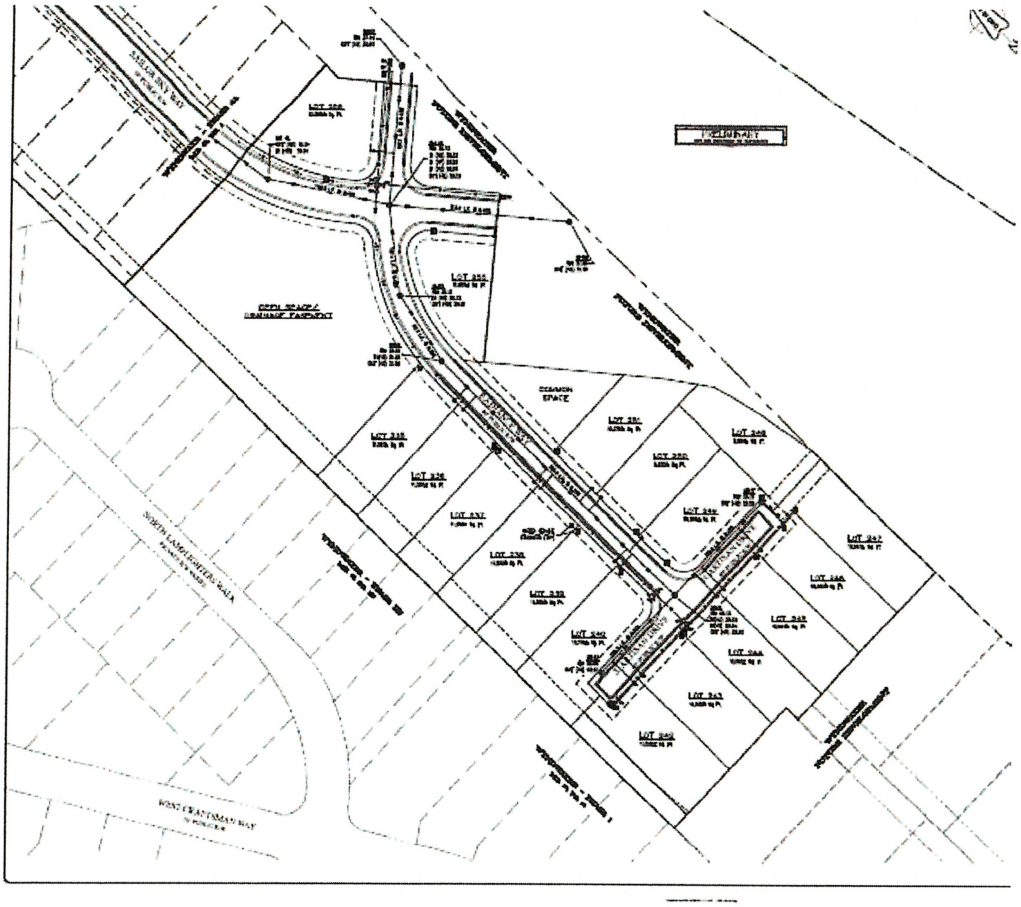
PHASE 4B UTILITY AS-BUILT PLAN

PREPARED FOR:
SIGNATURETOP SAIL NC, LP
9330 N. Katy Freeway #377
Houston, TX 77024
713-789-0466

GSP CONSULTING, PLLC
ENGINEERING
6626 Gordon Road Unit C Wilmington, North Carolina 28411 tel: 910-443-7870 fax: 910-799-4639

Sheet No. C-1

Exhibit A



DEED OF DEDICATION

Prepared by: Jeffrey P. Keeter
Block, Crouch, Keeter, Behm & Sayed, LLP
PO Box 4, Wilmington, NC 28402

STATE OF NORTH CAROLINA
COUNTY OF PENDER

PIN: 3292-34-1754-0000
No Taxable Consideration

THIS DEED OF DEDICATION, made and entered into this the 14 day of July, 2021, by and between WLI INVESTMENTS, LLC, a North Carolina Limited Liability Company, party of the first part, hereinafter referred to as "Developer", and ROCKY POINT/TOPSAIL WATER AND SEWER DISTRICT, a municipal corporation duly created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee;

W I T N E S S E T H:

THAT WHEREAS, Developer is the owner of tracts or parcels of land located in Topsail Township, Pender County, North Carolina, known as Salters Haven at Lea Marina Subdivision, Phase 2, Section 1, as depicted on the map of same recorded in Map Book 65 Pages 124-128 of the Pender County Registry, and known as Salters Haven at Lea Marina Subdivision, Phase 2, Section 2, as depicted on the map of same recorded in Map Book 67 Pages 71-74 of the Pender County Registry, (the "Property"); and

WHEREAS, Developer has caused to be installed potable water distribution lines under and along the road rights-of-way, and various utility easement parcels, hereinafter described and referenced; and

WHEREAS, Developer wishes to obtain potable water service from Grantee and to make water service from Grantee's system available to individual lot owners of the Property; and

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution and sewer systems under the terms of which, among other things, in

order to obtain water service for said Property, Developer must convey title to the potable water distribution system to Grantee through an instrument of dedication acceptable to Grantee; and

NOW THEREFORE, Developer, in consideration of Grantee accepting said water lines and making water available to said community subdivision, does hereby convey to Grantee, its lawful successors and assigns, the following described property;

> All of the potable water lines and equipment located under, along, and within the road, street, and cul-de-sac rights of way as shown on the map of "Salters Haven at Lea Marina – Phase 2, Section 1" recorded in Map Book 65, Pages 124-128 of the Pender County Registry, and as shown on the map of "Salters Haven at Lea Marina – Phase 2, Section 2" recorded in Map Book 67, Pages 71-74 of the Pender County Registry, and which map includes certain roads and streets know as "Bluenose Lane, Jackline Drive, Anchors Away Road, W. Keel Drive, E. Keel Drive, Knots Bend Drive, and Tide View Point" reference to which maps are hereby made for a more particular description.

TO HAVE AND TO HOLD said water lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Together with non-exclusive easements over, along and upon the entire area of the roads, streets and cul-de-sacs rights of way depicted on the maps of subdivision for Salters Haven at Lea Marina Subdivision, and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs and right of way reserving unto Developer, its successors and assigns, equal rights of easement and easement over, in, along, and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer does hereby covenant that it is seized of said water lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed, the day and year first above written.

WLI INVESTMENTS, LLC

By: _____
D I. Logan, Manager

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, a Notary Public of the County and State aforesaid, do hereby certify that D I. LOGAN personally came before me this day and acknowledged that he is Manager of WLI INVESTMENTS, LLC, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the 14 day of July, 2021.

Jeanette Phillips
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires October 17, 2023
(Notary Seal)

_____
Signature of Notary Public

Jeanette Phillips
Printed or Typed Name of Notary Public

My Commission Expires: October 17, 2023

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for WLI INVESTMENTS, LLC was accepted by the Pender County Board of Commissioners on the _____ day of _____, 2021.

Pender County Board of Commissioners

_____
George R. Brown (Chairman)

_____
_____
Clerk to the Board

AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

WLI INVESTMENTS, LLC, a North Carolina Limited Liability Company, with an office and place of business in Pender County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Topsail Township, Pender County, North Carolina, known as Salters Haven at Lea Marina Subdivision. Phase 2, Sections 1 and 2, containing lots numbering 120 thru 308, as more particularly described in a Deed of Dedication in favor of Pender County of even date wherewith.

2. That it has caused to be installed water distribution [and/or sewer collection] lines under and along the road right-of-ways property hereinafter described and referenced;

   The road, street, and cul-de-sac rights of way shown on the map of "Salters Haven at Lea Marina – Phase 2, Section 1" recorded in Map Book 65, Pages 124-128 of the Pender County Registry, and as shown on the map of "Salters Haven at Lea Marina – Phase 2, Section 2" recorded in Map Book 67, Pages 71-74 of the Pender County Registry, and which maps include certain roads and streets known as "Bluenose Lane, Jackline Drive, Anchors Away Road, W. Keel Drive, E. Keel Drive, Knots Bend Drive, and Tide View Point" reference to which maps are hereby made for a more particular description.

3. All the work which has been performed in the construction and installation of said water distribution lines described in paragraph 2, above, has been fully paid for an there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines installed therein which would in any way jeopardize title to the subdivision or the water distribution system located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly

executed by its authorized officer this 14 day of July, 2021.

WLI INVESTMENTS, LLC

By: _____
D I. Logan, Manager

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, a Notary Public of the County and State aforesaid, do hereby certify that D I. LOGAN personally came before me this day and acknowledged that he is Manager of WLI INVESTMENTS, LLC, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the 14 day of July, 2021.

Jeanette Phillips
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires October 17, 2023

(Notary Seal)

_____
Signature of Notary Public

Jeanette Phillips
Printed or Typed Name of Notary Public

My Commission Expires: October 17, 2023

Pender County
Request for Board Action

TO:	Board of Scott's Hill Water & Sewer District
FROM:	Kenneth Keel
DATE:	August 2, 2021
SUBJECT:	Resolution Accepting the General Utility Easement at Pender EMS & Fire Station 18 for Elevated Water Tank and Well

SUMMARY:
The site of the proposed elevated water tank and one of three wells to be constructed as part of the "Scott's Hill Water and Sewer District Elevated Water Tank and Associated Improvements" project has been selected for a vacant property adjacent to Station 18 which is owned by Pender EMS & Fire, Inc. The site has sufficient room for the construction of the tank and well and the associated protected buffer area required around the well.

At no cost, the Board of Pender EMS & Fire, Inc. has approved the attached easement, it has been properly executed, and upon acceptance and signing by the Scott's Hill Water and Sewer District Board, it will be ready for recording with the Register of Deeds. This document is necessary to provide the District's legal right to construct, maintain, and operate the proposed facilities.

Full funding for the project has been approved by the NCDEQ-Division of Water Infrastructure, and design work is currently underway. The tentative schedule for the project anticipates completion of the tank and all 3 wells in early 2023. The other 2 wells are on properties owned by Pender County Schools and those easements are currently under review by PCS.

ACTION REQUESTED:
Approve resolution accepting the general utility easement at Pender EMS & Fire Station 18 for elevated water tank and well

ATTACHMENTS:
Resolution
Easement document

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

PENDER
COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk to the Board
Melissa Long

Resolution Accepting the General Utility Easement at Pender EMS & Fire Station 18 for an Elevated Water Tank and Well by Scott's Hill Water and Sewer District

WHEREAS, The Board of Scott's Hill Water and Sewer District is proceeding with a project to design and construct a new elevated water tank and wells to provide additional water storage and supply for customers of the District, the project requires a site adequate for construction of said water tank and one of the proposed wells, and Pender EMS & Fire has approved and provided a general utility easement for the tank and a well.

NOW, THEREFORE BE IT RESOLVED by the Board of Scott's Hill Water and Sewer District of Pender County, North Carolina, as follows:

That the Board approves the easement provided by Pender EMS & Fire and authorizes the Chairman to sign said easement to officially accept the easement on behalf of Scott's Hill Water and Sewer District.

The Board directs all County officers and employees to take all such further action as they may consider appropriate in furtherance of the purposes of this resolution.

Adopted this ____ day of _____ 20__.

_____
George R. Brown, Jr., Chairman
Board of Scott's Hill Water and Sewer District

ATTEST:

_____
Nancy Avery
Interim Clerk to the Board

Instrument Prepared By:
And Return To

Pender County Attorney
Pender County Utilities
P.O. Box 995
605 E. Fremont Street
Burgaw, NC 28425
Tel. 910.259.1570

STATE OF NORTH CAROLINA

GENERAL UTILITY EASEMENT

COUNTY OF PENDER

PIN #: 3271-64-9490-0000

THIS DEED OF EASEMENT, executed this the 28 day of June, 2021, by and between PENDER EMS & FIRE, 805 Ridgewood Road, Burgaw, NC 28425 (hereinafter referred to as "GRANTOR") and SCOTT'S HILL WATER AND SEWER DISTRICT, 605 E. Fremont Street, Burgaw, NC 28425 (hereinafter referred to as "GRANTEE");

W I T N E S S E T H:

For and in consideration of the sum of one dollar ($1.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, the GRANTOR has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, the right, privilege, and perpetual right-of-way easement over, through, under, and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating certain public water tanks, wells, lines and related appurtenances, said premises being a certain parcel or tract of land located in Pender County, North Carolina, and more particularly described as recorded in Pender County in Map Book 56 Page 79, Tract 1-A (PIN # 3271-64-9490-0000) and a small section within the 100 foot radius well buffer of the adjacent Tract A as recorded in Map Book 56 Page 5, PIN # 3271-74-1581-0000.

TO HAVE AND TO HOLD said right-of-way and easement to GRANTEE, its successors and assigns, forever. This right-of-way and easement hereby granted is appurtenant to and runs with the land now owned by the GRANTOR.

The right, privilege and perpetual easement over, upon and through the Property in the approximately 0.72-acre area identified as "Proposed Well & Elevated Storage Tank" on the attached map (dashed line which represents protected 100 feet radius buffer area around well) and 20 feet wide pipeline easement (not shown) from the tank to the US 17 right-of-way (such easement, the "Tank & Well Easement," and such preliminary map, the "Easement Map"), to construct, install, maintain, repair, modify or remove an above-ground water tank, public water supply well, and underground water lines within the Tank & Well Easement area.

The GRANTOR reserves the right to grant easements to other parties within the easement areas as shown on said plat so long as such easements to do not interfere with state regulations regarding public water supply wells, the GRANTEE's use of the easement areas, and the rights granted herein.

The facilities now in existence or to be placed over, under, upon and across said right of way and easement shall become and remain the property of the GRANTEE. The GRANTEE shall have the right to construct, install, inspect, maintain, repair, remove, extend, improve, replace, build and/or operate these or new facilities and to make such changes and additions to such facilities upon the easement and right-of-way as the GRANTEE may deem advisable.

The GRANTEE shall at all times have the right to keep the area of the perpetual easement and right-of-way clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. The GRANTOR expressly promises and agrees not to construct or allow to be constructed any building, parking area, structure or other improvement, and further promises not to plant or allow to be planted any trees, shrubs, bushes, undergrowth or other vegetation or to otherwise permit encroachment or interference with the GRANTEE's rights hereunder except as provided herein. It is expressly understood and agreed, however, that the GRANTOR, its heirs, successors and assigns, shall retain the right to cultivate the ground lying within the boundaries of the right-of-way and use said easement for any other lawful purpose; provided, however, that such cultivation or use shall not be inconsistent with the rights herein granted to the GRANTEE, and GRANTEE shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way except those arising out of the gross negligence of the GRANTEE.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the GRANTEE shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the GRANTOR. Any and all construction activities and/or repair or maintenance activities upon the premises conducted by GRANTEE shall be conducted in a manner so as not to interfere with or impede the ongoing business activities being conducted on the premises, by GRANTOR or its successors and assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the GRANTEE shall have such right of ingress and egress over the GRANTOR'S property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the GRANTOR and shall not impede the ongoing business activities conducted on the premises by GRANTOR, its successors and assigns. The GRANTEE shall be liable for any consequential damages directly resulting from its exercise of the right of ingress and egress over adjoining property.

By acceptance of this Deed of Easement, the GRANTEE agrees that it will restore the surface of the land to its approximate level prior to construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not interfere with the rights herein granted to the GRANTEE. It is specifically agreed that any trees removed for construction or maintenance work within the easement will not be replaced. The construction or maintenance area shall be seeded during property restoration by the GRANTEE. The location of any plant materials installed by the GRANTOR shall be such that the growth thereof shall not, over time, adversely affect the GRANTEE's facilities within the boundaries of the easement herein conveyed. It is understood and agreed that the execution and delivery of this deed by the GRANTOR and its acceptance by the GRANTEE shall not obligate the GRANTEE to construct or maintain any main, line, pipe,

lateral or other extension or permit any connection to its water or other public utilities system without payment of appropriate connection fees.

Said GRANTOR covenants and warrants that it is lawfully seized and possessed of the property described above; and that it has good, right, and lawful authority to convey said easement for the purposes herein expressed; and that GRANTOR for its heirs, successors, executors, administrators, and assigns covenants that it will warrant and defend said easement against any and all claims and demands whatsoever, except for encumbrances of record.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include plural.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

Grantor:
PENDER EMS & FIRE

Woodrow W. Sullivan, III (SEAL)
Chief/CEO, Pender EMS & Fire

PENDER EMS and FIRE INC CORPORATE SEAL NOT FOR PROFIT 2013

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Beverly J. Boswell, a Notary Public for said County and State, do hereby certify that Woodrow W. Sullivan, III Chief/CEO of Pender EMS & Fire, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28 day of June, 2024.

Beverly J. Boswell
Notary Public

My Commission Expires:
Feb. 26, 2024

Beverly J. Boswell NOTARY PUBLIC New Hanover County, NC

Accepted by:

_____(SEAL)
George Brown, Chairman
Scott's Hill Water & Sewer District

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public for said County and State, do hereby certify that George Brown, Chairman of Scott's Hill Water & Sewer District, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

My Commission Expires:

_____
Notary Public

_____



Parcels from NCONEMAP, 2021.

N

0 50 100 200 300 Feet

1 in = 100 ft

CDM Smith

Proposed Well and Elevated Storage Tank

EMS/Fire Property
Pender County Utilities
Eastern Pender Water System Improvements

Pender County
Request for Board Action

TO:	Board of Scott's Hill Water and Sewer District
FROM:	Kenneth Keel
DATE:	August 2, 2021
SUBJECT:	Resolution Accepting the Deed of Dedication of water distribution system for the Initial Portion of Blake Farm Boulevard

SUMMARY:
The water system improvements for the initial portion of Blake Farm Boulevard (at Tract 4A & 4B/8A of the development) have been completed and approved by NCDEQ and Pender County Utilities. The official dedication of these improvements is provided in the attached documents to be recorded upon the Board's approval.

ACTION REQUESTED:
Approve resolution accepting the Deed of Dedication of water distribution system for the initial portion of Blake Farm Boulevard, adjacent to Tracts 4A & 4B/8A

ATTACHMENTS:
Resolution
Deed of Dedication & Affidavit
Plat

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

PENDER COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk to the Board
Melissa Long

Resolution Accepting the Deed of Dedication for the Conveyance of Title to the Water Distribution System Properly Installed to Serve the Initial Portion of Blake Farm Boulevard at Tract 4A & 4B/8A

WHEREAS, In accordance with the Pender County Water and Sewer Ordinance, Article XII, Subsection II, 5.a: submission of a Deed of Dedication is required for acceptance of any new water and/or sewer extensions constructed to serve any structure within a subdivision prior to the commencement of water and/or sewer service by the District; and

WHEREAS, With acceptance of these improvements, the conveyance of title to these infrastructure improvements will occur and the District will become responsible for the permanent maintenance of these improvements at the conclusion of the contractor's warranty period; and

WHEREAS, Staff is recommending acceptance of the respective project infrastructure improvements as follows:

- Initial Portion of Blake Farm Boulevard at Tract 4A & 4B/8A – 1,420 LF 12" watermain, 220 LF 8" watermain, hydrants, valves, and related water appurtenances along Blake Farm Boulevard.

WHERAS, All of the above improvements have been inspected, engineer certified, and issued Final Approval by the NCDEQ – Public Water Supply Section.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Scott's Hill Water and Sewer District a resolution accepting the Deed of Dedication(s) and Affidavit(s) for the Water Distribution improvements installed to serve the initial portion of Blake Farm Boulevard at Tract 4A & 4B/8A.

Adopted this 2nd day of August 2021.

_____
George R. Brown, Jr., Chairman
Board of Scott's Hill Water and Sewer District

ATTEST:

_____
Nancy Avery
Interim Clerk to the Board

DEED OF DEDICATION

STATE OF NORTH CAROLINA
COUNTY OF PENDER

THIS DEED OF DEDICATION, made and entered into this the _____ day of _____, 20__, by and between Trask Land Company, of New Hanover County, North Carolina, party of the first part, hereinafter referred to as "Developer", and ____SCOTT'S HILL__ WATER AND SEWER DISTRICT, a municipal corporation duly created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee;

W I T N E S S E T H:

THAT WHEREAS, Developer is the owner of a tract or parcel located in____Topsail____ Township, Pender County, North Carolina, known as _____Blake Farm Tract 4B/A_____, as depicted on the map of same recorded in Map Book _60__ Page _79__ of the Pender County Registry (the "Property");

WHEREAS, Developer has caused to be installed potable water distribution lines under and along the road rights-of-way, and various utility easement parcels, hereinafter described and referenced;

WHEREAS, Developer wishes to obtain potable water service from Grantee and to make water service from Grantee's system available to individual lot owners of the Property;

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water service for said Property, Developer must convey title to the potable water distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW THEREFORE, Developer, in consideration of Grantee accepting said water lines and making water available to said community subdivision, does hereby convey to Grantee, its lawful successors and assigns, the following described property;

All of the potable water lines and equipment located under, along, and within the road, street, and cul-de-sac rights of way as shown on the map of Subdivision of Blake Farm Tracts 4A & 4B/8A recorded in Map Book 60, Pages 79 of the Pender County Registry and which map includes certain roads and streets know as Blake Farm Blvd Phase 1 reference to which map is hereby made for a more particular description.

TO HAVE AND TO HOLD said water lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Together with non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs and right of way depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water distribution [and/or sewer collection] systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs and right of way reserving unto Developer, its successors and assigns, equal rights of easement and easement over, in, along, and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer does hereby covenant that it is seized of said water lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed, the day and year first above written.

Trask Land Company (Developer), Pender Farm Commercial (owner)
(Name of Owner)

By: _____

Raiford G. Trask, III, Trask Land Company, President
Raiford G. Trask, III, Pender Farm Commercial, Sole Member & Sole Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, a Notary Public of the County and State aforesaid, do hereby certify that Rayford B. Trask III personally came before me this day and acknowledged that he (or she) is President/Sole Manager (title of corporate officer/Member or Manager of LLC) of Trask Land Company/Pender Farm Commerce (name of corporation/LLC), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 18th day of June, 2021.

MADISON ROBIDEAU
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires Aug. 30, 2022
(Notary Seal)

Signature of Notary Public

Madison Robideau
Printed or Typed Name of Notary Public

My Commission Expires: 8/31/22

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for _____ was accepted by the Pender County Board of Commissioners on the _____ day of _____, 20___.

Pender County Board of Commissioners

_____
George R. Brown (Chairman)

_____
Clerk to the Board

AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF Pender

Pender Farm Commercial, a North Carolina (corporation or LLC), with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Topsail Township, Pender County, North Carolina, known as Blake Farm Tract 4B/8A Subdivision, containing lots numbering NA thru NA, as more particularly described in a Deed of Dedication in favor of Pender County of even date wherewith.

2. That it has caused to be installed water distribution [and/or sewer collection] lines under and along the road right-of-ways property hereinafter described and referenced;

   The road, street, and cul-de-sac rights of way shown as Subdivision of Blake Farm Tracts 4A & 4B/8A recorded in Map Book 60, Pages 79 of the Pender County Registry, reference to which map is hereby made for a more particular description.

3. All the work which has been performed in the construction and installation of said water distribution lines described in paragraph 2, above, has been fully paid for an there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines

installed therein which would in any way jeopardize title to the subdivision or the water distribution system located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s) this 18th day of June, 20 21.

Pender Farm Commercial
(Name of Owner)

By: _____
Raiford G. Trask, III, Pender Farm Commercial,
Sole Member & Sole Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, a Notary Public of the County and State aforesaid, do hereby certify that Raiford G. Trask III personally came before me this day and acknowledged that he (or she) is Sole Manager (title of corporate officer) of Pender Farm Commercial (name of corporation), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 18th day of June, 2021.

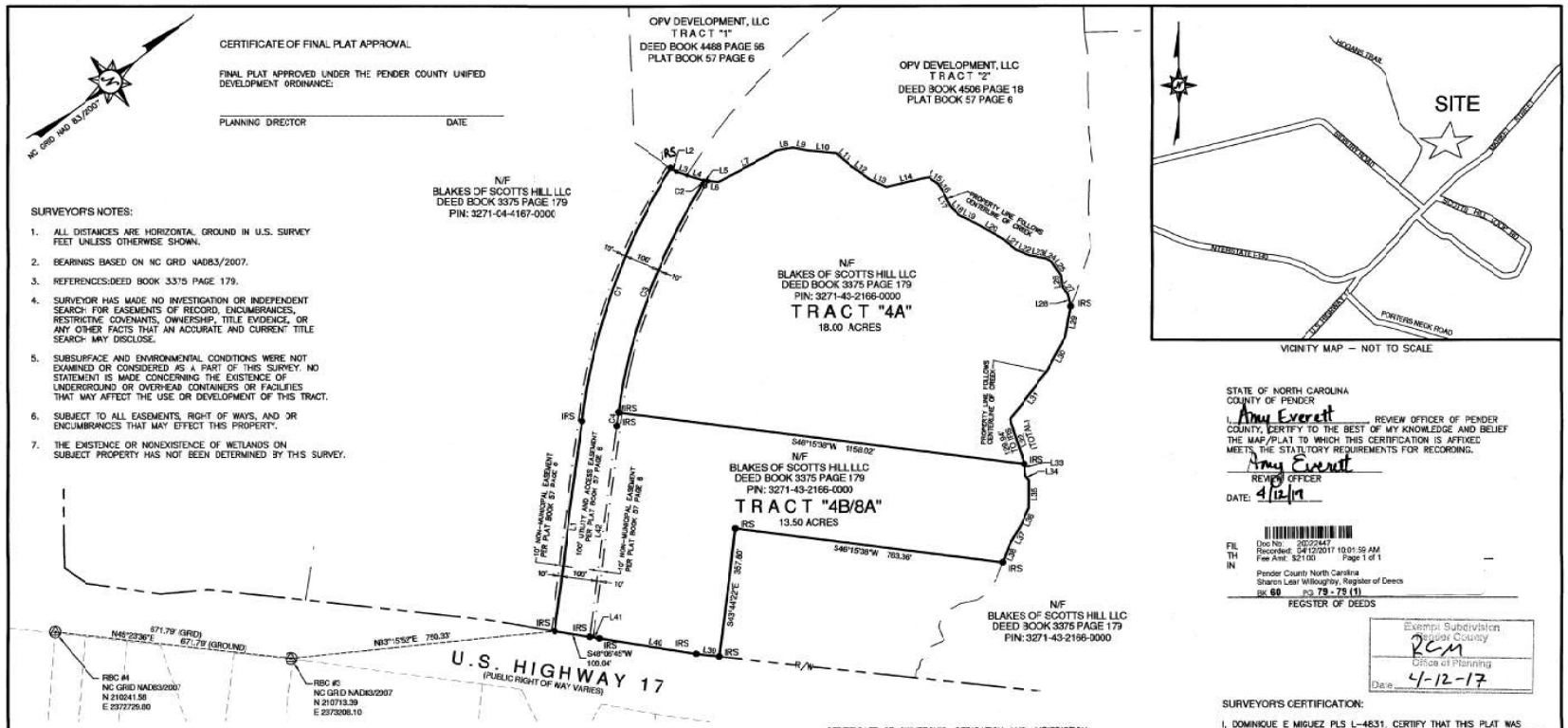
MADISON ROBIDEAU
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires Aug. 30, 2022

(Notary Seal)

_____
Signature of Notary Public

Madison Robideau
Printed or Typed Name of Notary Public

My Commission Expires: 8/30/22



VICINITY MAP – NOT TO SCALE

CERTIFICATE OF FINAL PLAT APPROVAL

FINAL PLAT APPROVED UNDER THE PENDER COUNTY UNIFIED DEVELOPMENT ORDINANCE:

PLANNING DIRECTOR DATE

SURVEYOR'S NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND IN U.S. SURVEY FEET UNLESS OTHERWISE SHOWN.
2. BEARINGS BASED ON NC GRID NAD83/2007.
3. REFERENCES:DEED BOOK 3375 PAGE 179.
4. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND OR ENCUMBRANCES THAT MAY EFFECT THIS PROPERTY.
7. THE EXISTENCE OR NONEXISTENCE OF WETLANDS ON SUBJECT PROPERTY HAS NOT BEEN DETERMINED BY THIS SURVEY.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA Δ
C1	1750.00'	745.24'	381.20'	N01°07'06"W	746.24'	24°36'16"
C2	1646.65'	10.81'	5.41'	S19°58'49"E	10.81'	0°22'32"
C3	1650.00'	675.78'	345.21'	S30°13'33"E	675.78'	23°28'00"
C4	1650.00'	37.52'	18.76'	S42°49'39"E	37.52'	1°18'10"

LEGEND

ⓐ	=	REBAR & CAP (CONTROL)
IRS ●	=	IRON ROD SET
R/W	=	RIGHT OF WAY
N/F	=	NOW/FORMERLY
o	=	CALCULATED POINT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N43°24'44"W	585.98'
L2	N70°23'02"E	19.00'
L3	N56°52'52"E	32.02'
L4	N56°52'52"E	51.39'
L5	N43°30'19"E	11.10'
L6	N43°30'19"E	30.67'
L7	N19°52'02"E	184.13'

LINE TABLE		
LINE #	BEARING	LENGTH
L8	N39°56'04"E	46.75'
L9	N49°39'48"E	44.87'
L10	N44°20'02"E	80.83'
L11	N81°33'18"E	38.45'
L12	N74°41'07"E	60.06'
L13	N63°02'03"E	52.06'
L14	N28°06'50"E	121.57'

LINE TABLE		
LINE #	BEARING	LENGTH
L15	N73°46'59"E	31.94'
L16	S84°36'28"E	37.75'
L17	S76°50'51"E	31.97'
L18	N84°37'15"E	34.31'
L19	N64°56'36"E	54.08'
L20	N68°44'23"E	85.88'
L21	N78°11'16"E	46.93'

LINE TABLE		
LINE #	BEARING	LENGTH
L22	N61°24'28"E	41.87'
L23	N59°07'17"E	63.15'
L24	N66°08'10"E	20.79'
L25	S85°10'53"E	45.59'
L26	S58°55'14"E	32.32'
L27	N88°06'20"E	25.41'
L28	S64°08'07"E	35.17'

LINE TABLE		
LINE #	BEARING	LENGTH
L29	S41°29'39"E	84.28'
L30	S22°19'31"E	109.85'
L31	S11°58'18"E	169.45'
L32	S66°52'23"E	130.05'
L33	S86°08'00"E	31.94'
L34	N89°40'50"E	16.59'
L35	S89°36'19"E	77.29'

LINE TABLE		
LINE #	BEARING	LENGTH
L36	S35°26'48"E	56.50'
L37	S20°00'42"E	46.98'
L38	S28°13'56"E	56.08'
L39	S45°32'11"W	66.40'
L40	S48°08'37"W	278.19'
L41	S48°08'45"W	28.20'
L42	S43°24'44"E	588.64'

CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) OWN FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, CONSERVATION SPACE AND OTHER AREAS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF PENDER COUNTY.

Nancy C. Blake 4/11/17
OWNER DATE

Joni B. Hardin 4/11/17
OWNER DATE

Carol B. Batts 4/11/17
OWNER DATE

PARCEL IDENTIFIER CERTIFICATE

PARCEL IDENTIFIERS ~~will be~~ HAVE BEEN ISSUED FOR ALL PARCELS SHOWN ON THIS PLAT.

Amy Everett 4/12/17
TAX ~~SUPERVISOR~~ DATE

NORTH CAROLINA PROFESSIONAL SEAL L-4831 LAND SURVEYOR DOMINIQUE E. MIGUEZ

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Amy Everett REVIEW OFFICER OF PENDER COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE MAP/PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS THE STATUTORY REQUIREMENTS FOR RECORDING.

Amy Everett
REVIEW OFFICER

DATE: 4/12/17

FIL TH IN
Doc No: 202224A7
Recorded: 04/12/2017 10:01:59 AM
Fee Amt: $21.00 Page 1 of 1
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 60 PG 79 - 79 (1)
REGISTER OF DEEDS

Exempt Subdivision Pender County
RCM
Office of Planning
Date 4-12-17

SURVEYOR'S CERTIFICATION:

I, DOMINIQUE E MIGUEZ PLS L-4831, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3375 PAGE 179); THAT THE BOUNDARY LINES NOT SURVEYED ARE INDICATED WITH DASHED LINES AS DRAWN FROM INFORMATION IN PENDER COUNTY GIS; THAT THE POSITIONAL ACCURACY IS 0.055 AT 95%; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THAT THE GPS SURVEY MADE WAS UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THIS SURVEY.

CLASS OF SURVEY: CLASS B
POSITIONAL ACCURACY: 0.055 AT 95%
TYPE OF GPS FIELD PROCEDURE: RTK/VRS
DATES OF SURVEY: DECEMBER 7, 2016
DATUM/EPOCH: NC GRID NAD83/2007
PUBLISHED/FIXED--CONTROL USED: OPUS SOLUTION RBC #3 AND #4
GEOID MODEL: GEOID 09
COMBINED GRID FACTOR: 1.00000704
UNITS: U.S. SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 6 DAY OF APRIL, AD 2017

Dominique E Miguez
DOMINIQUE E MIGUEZ
PROFESSIONAL LAND SURVEYOR L-4831

SCALE: 1" = 200'
0 100 200 400 600

McKIM&CREED
243 NORTH FRONT STREET
WILMINGTON, NORTH CAROLINA 28401
TELEPHONE: (910) 343-1048
FAX: (910) 251-8282
NORTH CAROLINA FIRM LICENSE NUMBER: F-1222

SUBDIVISION PLAT
OF
BLAKE FARM
EXEMPT SUBDIVISION GREATER THAN 10 ACRES
TRACTS 4A & 4B/8A - 31.50 ACRES - PORTION OF DEED BOOK 3375 PAGE 179
TOPSAIL TOWNSHIP, PENDER COUNTY, NORTH CAROLINA
FEBRUARY 8, 2017 REVISED MARCH 27, 2017

JOB NUMBER:	06525-0001
SCALE:	1" = 200'
CAD NUMBER:	VS104-065250001_REV.DWG
PLS:	DEM
PARTY CHIEF:	LJ
CAD TECH:	ACS
FIELD BOOK/PAGE:	W1429/51
DRAWING NUMBER:	2016-101

SHEET 1 OF 1

MB 60 79