Pender County

Agenda

Board of County Commissioners Meeting
Monday, July 12, 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			
5.	PUBLIC INFORMATION			
	5.1.	Trillium 2020 Annual Report by Dennis Williams	Williams	
	5.2.	Board of Elections Public Information	Williams	
	5.3.	Baptists on Mission Paul Langston and Bill Martin	Adams	
6.	PUBLIC COMMENT			
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 PO Carolina Advanced Digital $39,968.38 - Pdf	Harvey	5 - 10
	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. Barracuda Essentials PO FY 2021 - Pdf	Harvey	11 - 16
	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. PO Winthrop Resources Leasing $531,082.94 - Pdf	Harvey	17 - 42
	7.4.	Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $53,478.01. Purchase Order Renewal ESRI contract - Pdf	Harvey	43 - 59
	7.5.	Approval of a Purchase Order to SHI for Computer Replacement in the amount of $227,360.13. Purchase order SHI $227,360.13 - Pdf	Harvey	61 - 79
	7.6.	Approval of a Purchase Order to Fairway Ford for the Purchase of a Ford F350 Truck in the amount of $38,000 PO Fairway Ford Truck $38,000 - Pdf	Moser	81 - 89
	7.7.	Emergency Management Vehicle Purchase PO $32,110.00 Emergency Management Vehicle Purchase - Pdf	Batson	91 - 92

7.8.	Approval of a Purchase Order to American Greenz for $130,000 for Electronics Recycling/Disposal for FY22 POtoAmericanGreenzForElectronicsRecyclingFY22 - Pdf	Keel	93 - 105
7.9.	Approval of a Purchase Order to Central Carolina Holdings for Tire Disposal Services for FY22: $100,000 POtoCentralCarolinaHoldingsforTireDisposalFY22 - Pdf	Keel	107 - 116
7.10.	Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY22: $5,175,992 POtoGFLforSolidWasteSvcsFY22 - Pdf	Keel	117 - 134
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 POforPrintingMailingSvcsForWaterBillsFY22 - Pdf	Keel	135 - 173
7.12.	Approval of Purchase Order to WellPath for Inmate Medical Care in the Pender County Jail: $375,000.00. Inmate medical care FY 21-22 - Pdf	Cutler	175 - 182
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. Axon taser lease- year 3 FY 21-22 - Pdf	Cutler	183 - 184
7.14.	Approval of a Purchase Orders to NC Department of Corrections for $30,000 and US Food Services for $75,000. NC Dept. of Corrections/US Foods FY 21-22 - Pdf	Cutler	185
7.15.	Approval of Purchase Order(s) for Health Department Medical Expenses in the amount of $40,000 Medical Expenses (Theracom) - Pdf	Moser	187
7.16.	Approval of Purchase Order for Health Department Contracted Services to the Pender Board of Education in the amount of $150,000 PO for Board of Education - Pdf	Moser	189
7.17.	Consideration of Extension of Contract with the Law Firm of Zachary S. Rivenbark for Legal Services Relating to Code Enforcement Efforts Code Enforcement Contract Extension - Pdf	Henley	191 - 198
7.18.	PO for Workers Compensation & Liability and Property PO for Workers Compensation & Liability and Proerty - Pdf	Kimler	199 - 203
7.19.	Approval of Tax Releases and Refunds June 2021 Releases and Refunds - Pdf	Pound	205 - 207
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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. Purchase Order NWN for ManageEngine - Pdf	Harvey	245 - 254

8.2.	Approval of a Purchase Order to Amerochem for Aluminum Sulfate and Caustic for Wastewater Treatment for FY22: $30,000 Approval of a purchase order to Amerochem for Aluminum Sulfate and Caustic - Pdf	Colon	255 - 258
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8.4.	Approval of a Purchase Order to Brenntag for Sodium Hydroxide for water treatment for 1st and 2nd Quarter of FY22: $32,000 Approval of a Purchase Order to Brenntag for Sodium Hydroxide. - Pdf	Colon	261 - 262
8.5.	Approval of a Purchase Order to Core & Main for water meters and water/sewer supplies for FY22: $400,000 Approval of a Purchase Order to Core & Main for water/sewer supplies for FY22: $400,000 - Pdf	Colon	263 - 270
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 Approval of a purchase order to EnviroChem - Pdf	Colon	271 - 284
8.7.	Approval of a Purchase Order to Sadale Utilities for Minor Water & Sewer Repairs for FY22: $30,000 Approval for purchase order to Sadale Utilities - Pdf	Colon	285 - 288
8.8.	Approval of a Purchase Order to Synagro for Sludge Removal FY22: $90,000 Approval of a Purchase Order to Synagro for Sludge Removal - Pdf	Colon	289 - 298
8.9.	Approval of a Purchase Order to T&H Construction of NC for Water & Sewer Emergency Repairs for FY22: $60,000 Approval of a purchase order for T&H Construction - Pdf	Colon	299 - 302
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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 DesignBuildFactoryRoadProjectContract - Pdf	Keel	307 - 359
9.	DISCUSSION		
10.	APPOINTMENTS		
10.1.	Appointment to Pender Memorial Hospital Board W. Armstrong application	McEwen	361 - 362
10.2.	Appointment TDA Board S. Franko TDA Board appointment - Pdf	McEwen	363 - 365
10.3.	Re-appointment ABC Board D. Chadwick reappointment to ABC Board - Pdf	McEwen	367 - 369

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

12. CLOSED SESSION (IF APPLICABLE).

13. ADJOURNMENT

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	July 12, 2021
SUBJECT:	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

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

Carolina Advanced Digital was selected based on the lowest cost. Funding for this renewal was allocated in the ITS Department's Fiscal Year 21-22 Budget, account 445-404500 (Contracted Services).

Carolina Advance Digital: $39,968.38
Southern Computer Warehouse: $41,418.56
NWN Corporation: $42,135.72
Software House International: $42,583.68

ACTION REQUESTED:
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.

CAROLINA ADVANCED DIGITAL, INC
IT INFRASTRUCTURE | SECURITY | MANAGEMENT

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

Quotation

Quote #	20605
Terms	NET 30
Contact	Angela Blake ablake@pendercountync.gov (910)259-1260
Quote Date	6/7/2021
Expires	7/7/2021

Sales Rep: Alex Price
alex@cadinc.com
p. 919-460-1313

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

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

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

Description	Customer PO	Contract	Ship Via
RNWL Bar BBS990			UPS Ground

Mfg	Part #	Qty	Description	Price	Extended Price	Start Date	End Date	SerialNumber	MaintContract
			Budgetary, pricing subject to change						
Barracuda Networks, Inc	BBS990a-b	1	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (12 month) - unlimited capacity - hosted - for P/N: BBS990A	$22,562.79	$22,562.79	2021-12-02	2022-12-01	1181947	
Barracuda Networks, Inc	BBS990a-e	1	Barracuda Energize Updates - Virus definitions update - hourly updates - 12 month - for P/N: BBS990A	$7,843.26	$7,843.26	2021-12-02	2022-12-01	1181947	
Barracuda Networks, Inc	BBS990a-h	1	Barracuda Instant Replacement - Extended service agreement - replacement - 12 month - shipment - response time: 1 business day - for P/N: BBS990A	$9,562.33	$9,562.33	2021-12-02	2022-12-01	1181947	

Sub Total:	$39,968.38
Shipping and Handling:	$0.00
Tax Rate: (0.06750)	$2,697.87
Total	**$42,666.25**

To our Customers: Due to the disruption of the global supply chain as a consequence of manufacturing and transportation issues occasioned by the COVID-19 Pandemic, Carolina Advanced Digital, Inc. may not be able to accommodate "ship complete" orders. Please contact us to learn of order/delivery options still available. We appreciate your business and patience as we adapt to the new functionality under the challenging circumstances in which find ourselves.

NOTE: At this time, there are significant delays in the delivery of virtually all electronic devices. There is a global shortage in the supply of semiconductors, which is one of the causes. Expect delays on all current quotes and orders. All estimated delivery dates will be updated as made available.

****
Please check your shipment for any issues with quantity, damage or other discrepancies within 24 hours.
Please contact the Sales Rep listed above with any problems or concerns.

** NOTE: Orders may require an Assignment of Proceeds from the Purchaser. **

ACH Info: Routing: 053103585 Account: 1881002720 Fidelity Bank NC Checking

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

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

CONFIDENTIAL Intellectual property of Carolina Advanced Digital, Inc. All rights reserved. No part of this document(s) or file(s) or any referenced or associated document(s) or file(s) may be disclosed to any third party without the prior, written consent of Carolina Advanced Digital, Inc.

Pricing Proposal
Quotation #: 20568958
Created On: Jun-04-2021
Valid Until: Jun-30-2021

NC PENDER COUNTY

Angela Blake
Phone: (910) 259-1260
Fax: (910) 259-1530
Email: ablake@pendercountync.gov

Inside Account Executive

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

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Barracuda Energize Updates - Virus definitions update - hourly updates - 1 month - for P/N: BBS990A Barracuda - Part#: BBS990A-E	12	$696.37	$8,356.44
2	Barracuda Instant Replacement - Extended service agreement - replacement - 1 month - shipment - response time: 1 business day - for P/N: BBS990A Barracuda - Part#: BBS990A-H	12	$849.00	$10,188.00
3	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A Barracuda - Part#: BBS990A-B	12	$2,003.27	$24,039.24
			Total	$42,583.68

Additional Comments

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

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

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

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

Q-20557
2021 Barracuda Renewal - Backup Server Appliance 990
RFQ #20221040 - Barracuda 990 with Unlimited Cloud
OP-19689
Date: 6/4/2021

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.	BBS990A-B	Barracuda Backup Server Appliance 990 Unlimited Cloud Storage Subscription 1 Month Coverage 12 months (all subscriptions and SaaS products have a 12 month purchase term minimum) Serial # 1181947	12	$1,982.19	$23,786.28
2.	BBS990A-E	Barracuda Backup Server Appliance 990 Energize Updates Subscription 1 Month Coverage 12 months (all subscriptions and SaaS products have a 12 month purchase term minimum) Serial # 1181947	12	$689.05	$8,268.60
3.	BBS990A-H	Barracuda Backup Server Appliance 990 Instant Replacement Subscription 1 Month Coverage 12 months (all subscriptions and SaaS products have a 12 month purchase term minimum) Serial # 1181947	12	$840.07	$10,080.84
				Total:	$42,135.72

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

Quote Sub-Total: $42,135.72
Tax Rate:
Estimated Tax:
Estimated Shipping:

Terms and Conditions

This quote is valid for 30 days from 6/4/21. 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

3 Year pricing available upon request
RFQ #20221040 - Barracuda 990 with Unlimited Cloud

Pricing Proposal
Quotation #: 20568958
Created On: Jun-04-2021
Valid Until: Jun-30-2021

NC PENDER COUNTY

Angela Blake
Phone: (910) 259-1260
Fax: (910) 259-1530
Email: ablake@pendercountync.gov

Inside Account Executive

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

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Barracuda Energize Updates - Virus definitions update - hourly updates - 1 month - for P/N: BBS990A Barracuda - Part#: BBS990A-E	12	$696.37	$8,356.44
2	Barracuda Instant Replacement - Extended service agreement - replacement - 1 month - shipment - response time: 1 business day - for P/N: BBS990A Barracuda - Part#: BBS990A-H	12	$849.00	$10,188.00
3	Barracuda Backup Server Unlimited Cloud Storage - Subscription license (1 month) - unlimited capacity - hosted - for P/N: BBS990A Barracuda - Part#: BBS990A-B	12	$2,003.27	$24,039.24
			Total	$42,583.68

Additional Comments

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TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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.

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	July 12, 2021
SUBJECT:	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.

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

Carolina Advanced Digital was selected based on lowest cost. Funding for this renewal was allocated in each department's Fiscal Year 21-22 Budget, account 445- 404500 (Contracted Services).

Carolina Advance Digital: $53,218.62
NWN Corporation: $59,091.38
Software House International: $59,739.12
Southern Computer Warehouse: $64,708.14

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

CAROLINA ADVANCED DIGITAL, INC
IT INFRASTRUCTURE | SECURITY | MANAGEMENT

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

Quotation

Quote #	20154 - 1
Terms	NET 30
Contact	Angela Blake ablake@pendercountync.gov (910)259-1260
Quote Date	6/2/2021
Expires	7/2/2021

Sales Rep: Alex Price
alex@cadinc.com
p. 919-460-1313

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

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

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

Description	Customer PO	Contract	Ship Via
Barracuda BTEP			UPS Ground

Mfg	Part #	Qty	Description	Price	Extended Price	Start Date	End Date	SerialNumber	MaintContract
Barracuda Networks, Inc	BTEP	567	TOTAL EMAIL PROTECTION- 1 YEAR	$93.86	$53,218.62	2021-07-22	2022-07-21	1376614	

Sub Total:	$53,218.62
Shipping and Handling:	$0.00
Tax Rate: (0.06750)	$3,592.26
Total	**$56,810.88**

To our Customers: Due to the disruption of the global supply chain as a consequence of manufacturing and transportation issues occasioned by the COVID-19 Pandemic, Carolina Advanced Digital, Inc. may not be able to accommodate "ship complete" orders. Please contact us to learn of order/delivery options still available. We appreciate your business and patience as we adapt to the new functionality under the challenging circumstances in which find ourselves.
****
Please check your shipment for any issues with quantity, damage or other discrepancies within 24 hours.
Please contact the Sales Rep listed above with any problems or concerns.

** NOTE: Orders may require an Assignment of Proceeds from the Purchaser. **

ACH Info: Routing: 053103585 Account: 1881002720 Fidelity Bank NC Checking

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

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

CONFIDENTIAL Intellectual property of Carolina Advanced Digital, Inc. All rights reserved. No part of this document(s) or file(s) or any referenced or associated document(s) or file(s) may be disclosed to any third party without the prior, written consent of Carolina Advanced Digital, Inc.

Q-20553
2021 Barracuda Renewal - Total Email Protection

OP-19686
Date: 6/4/2021

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.	Barracuda Renewal	Barracuda Maintenance Renewal BTEP - Total Email Protection Quantity = 567 Coverage = 1 year	1	$59,091.38	$59,091.38
				Total:	$59,091.38

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

Quote Sub-Total: $59,091.38
Tax Rate:
Estimated Tax:
Estimated Shipping:

Terms and Conditions

This quote is valid for 30 days from 6/4/21. 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

Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937
SCW.com

Quote # 100307818 - RFQ# 20221039 - Barracuda Total Email Protection
Cust #: PG1965 (Pender County NC)
Quote Date: Jun 4, 2021

Sold to:	Ship to:
Accounts Payable Pender County NC 805 S Walker St Burgaw, North Carolina, 28425 T: 910-259-1260 ablake@pendercountync.gov	Accounts Payable Pender County NC 805 S Walker St Burgaw, North Carolina, 28425 T: 910-259-1260 ablake@pendercountync.gov
Payment Method	**Shipping Method:Free Shipping**
No Payment Information Required	Free Shipping (Total Shipping Charges $0.00)

Notes: Thank you so much for this opportunity! Please note that this pricing is valid until 6/28/2021.

#	Products	SKU	Price	Qty	Subtotal
1	Barracuda Total Email Protection BAR-BTEP	BAR-BTEP	$64,708.14	1	$64,708.14
	SN# 1376614 22-Jul-2021 - 21-Jul-2022 (364 days) New Subscription				

Subtotal:	$64,708.14
Tax:	4367.8
Grand Total (Incl. Tax):	$69,075.94

Thank you for your quote. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

Regan DeCastro
regan.decastro@scw.com
Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937

This Quote may contain material that is confidential, and proprietary to SCW , for the sole use of the intended recipient.
Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited.
If you are not the intended recipient, please contact the sender and delete all copies.

Pricing Proposal
Quotation #: 20567229
Created On: Jun-04-2021
Valid Until: Jul-02-2021

NC PENDER COUNTY

Angela Blake
Phone: (910) 259-1260
Fax: (910) 259-1530
Email: ablake@pendercountync.gov

Inside Account Executive

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

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Barracuda Total Email Protection - Subscription license - 1 user - hosted Barracuda - Part#: BTEP	6804	$8.78	$59,739.12
			Total	$59,739.12

Additional Comments

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

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

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

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

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	July 12, 2021
SUBJECT:	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.

SUMMARY:
Pender County entered into a 48 month leasing agreement (Schedule 001R) with Winthrop Resources Corporation on May 21, 2018, to refresh the County's core IT infrastructure equipment. The core IT infrastructure equipment is used to host County services, servers, systems, provide for Disaster Recovery, and data backup.

On April 6, 2021, Pender County Board of County Commissioner's approved adding Schedule 002 to the existing lease to increase capacity to existing equipment and replace legacy equipment on the Master Technology Lease Agreement with Winthrop Resources Corporation for 36 months.

A revision of Schedule 002 and Certificate of Acceptance was received in June. In the revised schedule, Schedule 002R, the total equipment cost decreased to $606,424.00; a reduction of $35,050.00. This decreased our monthly payment from $16,607 to $15,699.60.

ACTION REQUESTED:
Approval of Schedule 002R, with Certificate of Acceptance, and to approve a Purchase Order to Winthrop Resources Leasing Corporation in the amount of $531,082.94 for the County's core IT infrastructure equipment.

This expenditure has been budgeted in the FY 21-22 Budget Ordinance and will be taken from the following line item:

IT Equipment Lease: 445-402150

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WINTHROP
BY TCF CAPITAL SOLUTIONS

Lease Agreement Number MA-0010993

Lease Agreement

This Lease Agreement, dated April 1, 2021, by and between TCF NATIONAL BANK (the "Lessor") with an office located at 11100 Wayzata Boulevard, Suite 800, Minnetonka, Minnesota 55305 and PENDER COUNTY, NORTH CAROLINA (the "Lessee") with an office located at 805 South Walker Street, Burgaw, North Carolina 28425.

Lessor hereby leases or grants to the Lessee the right to use and Lessee hereby rents and accepts the right to use the tangible property and equipment whether or not listed by serial number (together with all replacements, substitutions, parts, additions, accessions and accessories at any time incorporated therein or made a part thereof, "Hardware"), and software, general intangibles and related services ("Software") on the Lease Schedule(s) attached hereto or incorporated herein by reference from time to time (collectively, the Hardware, Software and all related services are the "Equipment"), subject to the terms and conditions hereof, as supplemented with respect to each item of Equipment by the terms and conditions set forth in the appropriate Lease Schedule. The term "Lease Agreement" shall include this Lease Agreement and the various Lease Schedule(s) identifying each item of Equipment or the appropriate Lease Schedule(s) identifying one or more particular items of Equipment.

1. Term

This Lease Agreement shall be effective from the latest date set forth on the signature page hereto (the "Effective Date") and shall terminate on the business day prior to the fifth anniversary of the Effective Date (the "Final Termination Date"), unless otherwise terminated prior to such date in accordance with the terms of this Lease Agreement. The applicability of this Lease Agreement, as to all Equipment designated on any particular Lease Schedule, shall commence on the Installation Date for all Equipment on such Lease Schedule and shall continue for an initial period ending that number of months from the Commencement Date as set forth in such Lease Schedule (the "Initial Term") and shall continue upon agreement of the parties thereafter until terminated; provided, however, that in no event shall the Initial Term or any extension thereof extend past the Final Termination Date; and provided further, that after giving effect to any extension agreed upon by the parties, the Lessee shall continue to properly treat the Lease Agreement and all Lease Schedules as an "operating lease" under accounting principles generally accepted in the United States of America and a "true lease" under applicable federal income tax law. The term of this Lease Agreement as to all Equipment designated on any particular Lease Schedule may be terminated without cause at the end of the Initial Term or at any time thereafter by either party mailing written notice of its termination to the other party not less than one-hundred twenty (120) days prior to such termination date.

2. Commencement Date

The Installation Date for each item of Equipment shall be the day said item of Equipment is installed at the Location of Installation, ready for use, and accepted in writing by the Lessee. The Commencement Date for any Lease Schedule is the first of the month following installation of all the Equipment on the Lease Schedule, unless the latest Installation Date for any Equipment on the Lease Schedule falls on the first day of the month, in which case such date shall be the Commencement Date. The Lessee is committed to lease Equipment associated with the Lease Schedule and agrees to complete, execute and deliver to Lessor one or more Certificate(s) of Acceptance listing the specific items of Equipment to be leased upon installation of such Equipment.

3. Lease Charge

The lease charges for the Equipment leased pursuant to this Lease Agreement shall be the aggregate "Monthly Lease Charge(s)" as set forth on each and every Lease Schedule executed pursuant hereto (the aggregate "Monthly Lease Charge(s)" are the "Lease Charges"). Lessor and Lessee agree that the fair market value of the use of the Equipment leased on any Lease Schedule hereunder shall be the Monthly Lease Charge as set forth on such Lease Schedule. Lessee agrees to pay to Lessor the Lease Charges in accordance with the Lease Schedule(s), and the payments shall be made at Lessor's address indicated thereon. The Lease Charges shall be paid by Lessee monthly in advance with the first full month's payment due on the Commencement Date. The Lease Charge for the period from the Installation Date to the Commencement Date (the "Installation Period") shall be an amount equal to the "Monthly Lease Charge" divided by thirty (30) and multiplied by the number of days from and including the Installation Date to the Commencement Date and such amount shall be due and payable upon receipt of an invoice from Lessor. Charges for taxes made in accordance with Section 4 and charges made under any other provision of this Lease Agreement and payable by Lessee shall be paid to Lessor at Lessor's address specified on the Lease Schedule(s) on the date specified in invoices delivered to Lessee. If payment, as specified above, is not received by Lessor on the due date, Lessee agrees to and shall pay, to the extent permitted by law, on demand, as a late charge, an amount equal to one and one-half percent (1½%), or the maximum percentage allowed by law if less, of the amount past due ("Late Charges"). The parties agree that Late Charges will accrue until billed by Lessor.

4. Taxes

In addition to the Lease Charges set forth in Section 3, the Lessee shall reimburse Lessor for all license or registration fees, assessments, sales and use taxes, rental taxes, recycling, administrative or environmental fees, gross receipts taxes, personal property taxes and other taxes or fees now or hereafter imposed by any government, agency, province or otherwise upon the Equipment, the Lease Charges or upon the ownership, leasing, renting, purchase, possession, use, recycling or disposal of the Equipment, whether the same be assessed to Lessor or Lessee (the "Taxes"). Lessee's obligation to remit taxes and other

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non-rent related charges shall be due and payable upon invoice from Lessor in accordance with the terms of such invoice. Lessor shall file all property tax returns and pay all Taxes when due. Lessee, upon notice to Lessor, may, in Lessee's own name, contest or protest any Taxes, and Lessor shall honor any such notice except when in Lessor's sole opinion such contest is futile or will cause a levy or lien to arise on the Equipment or cloud Lessor's title thereto. Lessee shall, in addition, be responsible to Lessor for the payment and discharge of any penalties or interest as a result of Lessee's actions or inactions. Nothing herein shall be construed to require Lessee to be responsible for any federal or state taxes or payments in lieu thereof, imposed upon or measured by the net income of Lessor, or state franchise taxes of Lessor, or except as provided hereinabove, any penalties or interest resulting from Lessor's failure to timely remit such tax payments.

5. Delivery and Freight Costs

Lessee shall inspect, test, and either accept or reject the Equipment before such time as the applicable vendor requires payment for such Equipment.

All transportation charges upon the Equipment for delivery to Lessee's designated Location of Installation are to be paid by Lessee. All rigging, drayage charges, structural alterations, rental of heavy equipment and/or other expense necessary to place the Equipment at the Location of Installation are to be promptly paid by Lessee.

6. Installation

Lessee agrees to pay for the actual installation of the Equipment at Lessee's site. Lessee shall make available and agrees to pay for all costs associated with providing a suitable place of installation and necessary electrical power, outlets and air conditioning required for operating the Equipment as defined in the Equipment manufacturer's installation manual or instructions. All supplies consumed or required by the Equipment shall be furnished and paid for by Lessee.

7. Return to Lessor

On the day following the last day of the lease term associated with a Lease Schedule (the "Return Date"), Lessee shall cause and pay for the Equipment listed on that Lease Schedule to be deinstalled, packed using the manufacturer's standard packing materials and shipped to a location designated in writing by Lessor (the "Return Location"). Irrespective of any other provision hereof, Lessee will bear the risk of damage from fire, the elements or otherwise until delivery of the Equipment to the Return Location. At such time as the Equipment is delivered to the Lessor at the Return Location, the Equipment will be at the risk of Lessor. If the Equipment listed on the applicable Lease Schedule is not at the Return Location within ten (10) days of the Return Date, then the Equipment shall be deemed to have been subject to a Loss pursuant to Section 12 and Lessee shall pay to Lessor the Casualty Loss Value in accordance with such Section 12.

8. Maintenance

Lessee, at its sole expense, shall maintain the Equipment in good working order and condition. Lessee shall enter into, pay for and maintain in force during the entire term of any Lease Schedule, a maintenance agreement with the manufacturer of the Equipment providing for continuous uninterrupted maintenance of the Equipment (the "Maintenance Agreement"). Upon Lessor's request, Lessee shall provide a copy of each such Maintenance Agreement to Lessor. Lessee will cause the manufacturer to keep the Equipment in good working order in accordance with the provisions of the Maintenance Agreement and make all necessary adjustments and repairs to the Equipment. The manufacturer is hereby authorized to accept the directions of Lessee with respect thereto. Lessee agrees to allow the manufacturer full and free access to the Equipment. All maintenance and service charges, whether under the Maintenance Agreement or otherwise, and all expenses, if any, of the manufacturer's customer engineers incurred in connection with maintenance and repair services, shall be promptly paid by Lessee. Lessee warrants that all of the Equipment shall be in good working order operating according to manufacturer's specification and eligible for the manufacturer's standard maintenance agreement upon delivery to and inspection and testing by the Lessor. If the Equipment is not free of physical defect or damage, operating according to manufacturer's specification, in good working order and/or eligible for the manufacturer's standard maintenance agreement, then Lessee agrees to reimburse Lessor for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof.

9. Location, Ownership and Use

The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. Lessee hereby assigns all of its rights (but none of its obligations) to Lessor under any purchase orders, invoices, or other contracts of sale with respect to the Equipment. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall keep the Equipment at all times free and clear from all claims, levies, encumbrances and process. Lessee shall give Lessor immediate notice of any such attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the Location of Installation, any item of Equipment. Lessee shall not cause the Equipment to be located outside of the United States. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment shall become Equipment owned by Lessor subject to this Lease Agreement and the applicable Lease Schedule.

Any feature(s) installed on the Equipment at the time of delivery which are not specified on the Lease Schedule(s) are and shall remain the sole property of the Lessor.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

10. Financing Statement

Lessor is hereby authorized by Lessee to cause this Lease Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

11. Alterations and Attachments

Upon prior written notice to Lessor, Lessee may, at its own expense, make minor alterations in or add attachments to the Equipment, provided such alterations and attachments shall not interfere with the normal operation of the Equipment and do not otherwise involve the pledge, assignment, exchange, trade or substitution of the Equipment or any component or part thereof. All such alterations and attachments to the Equipment shall become part of the Equipment leased to Lessee and owned by Lessor. If, in Lessor's sole determination, the alteration or attachment reduces the value of the Equipment or interferes with the normal and satisfactory operation or maintenance of any of the Equipment, or creates a safety hazard, Lessee shall, upon notice from Lessor to that effect, promptly remove the alteration or attachment at Lessee's expense and restore the Equipment to the condition the Equipment was in just prior to the alteration or attachment.

12. Loss and Damage

Lessee shall assume and bear the risk of loss, theft and damage (including any governmental requisition, condemnation or confiscation) to the Equipment and all component parts thereof

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from any and every cause whatsoever, whether or not covered by insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment. In the event that all or part of the Equipment shall, as a result of any cause whatsoever, become lost, stolen, destroyed or otherwise rendered irreparably unusable or damaged (collectively, the "Loss") then Lessee shall, within ten (10) days after the Loss, fully inform Lessor in writing of such a Loss and shall pay to Lessor the following amounts: (i) the Monthly Lease Charges (and other amounts) due and owing under this Lease Agreement at the time of the Loss (or Event of Default, as defined hereinafter), plus (ii) the Original Cost of the Equipment subject to the Loss (or Event of Default, as defined hereinafter) multiplied by the "Percent of Original Cost." The Original Cost of a particular item of Equipment shall be Lessee's original purchase price of such item at the time of its purchase or payment to the applicable vendor by Lessor, plus additional or related charges such as taxes, delivery and freight, installation, maintenance, etc. The Percent of Original Cost shall be the Per Payment Factor multiplied by the number of lease payments Lessor has received from Lessee during the Initial Term subtracted from 112 and then divided by 100. The Per Payment Factor is the sum of 112 multiplied by 0.8 divided by the number of Monthly Lease Charges that are due during the Initial Term (collectively, the sum of (i) plus (ii) shall be the "Casualty Loss Value"). Upon receipt by Lessor of the Casualty Loss Value: (i) the applicable Equipment shall be removed from the Lease Schedule; and (ii) Lessee's obligation to pay Lease Charges associated with the applicable Equipment shall cease. Lessor may request, and Lessee shall complete, an affidavit(s) which swears out the facts supporting the Loss of any item of Equipment.

13. Insurance

Until the Equipment is returned to Lessor or as otherwise herein provided, whether or not this Lease Agreement has terminated as to the Equipment, Lessee, at its expense, shall maintain: (i) property and casualty insurance insuring the Equipment for its Casualty Loss Value naming Lessor or its assigns as sole loss payee; and (ii) commercial general liability insurance insuring against liability for bodily injury and property damage naming Lessor and its assigns as additional insureds. The insurance shall cover the interest of both the Lessor and Lessee in the Equipment, or as the case may be, shall protect both the Lessor and Lessee in respect to all risks arising out of the condition, delivery, installation, maintenance, use or operation of the Equipment. All such insurance shall provide for thirty (30) days prior written notice to Lessor of cancellation, restriction, or reduction of coverage and shall have a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on the Equipment. Prior to installation of the Equipment, all policies or certificates of insurance shall be delivered to Lessor by Lessee. Lessee agrees to keep the Equipment insured with an insurance company which is at least "A" rated by A.M. Best and in such form, including a maximum deductible, as may be satisfactory to Lessor. In lieu of the foregoing, Lessee can elect to fulfill its insurance obligations by self-insuring the Equipment and its liability under an active, managed program of self-insurance or through Lessee's general insurance program, for similar amounts and under similar terms and conditions as Lessee insures its own equipment and liability. The proceeds of any loss or damage insurance shall be held in trust for Lessor until such time as Lessee either (i) provides Lessor satisfactory proof that the damage has been repaired and the Equipment has been restored to good working order and condition or (ii) pays to Lessor the Casualty Loss Value. It is understood and agreed that any payments made by Lessee or its insurance carrier for loss or damage of any kind whatsoever to the Equipment are not made as accelerated rental payments or adjustments of rental, but are made solely as compensation to Lessor for loss or damage of its Equipment. Lessor agrees that Lessee may satisfy it obligations under this paragraph by obtaining coverage from the NCACC Risk Pool.

14. Enforcement of Warranties

Lessee, in its own name, shall, so long as this Lease Agreement is in force, enforce any manufacturer's Equipment warranty.

15. Warranties, Disclaimers and Indemnity

Lessor warrants that at the time the Equipment is delivered to Lessee, Lessor will have full right, power and authority to lease the Equipment to Lessee. EXCEPT FOR THE WARRANTY IN THE SENTENCE DIRECTLY PRECEDING THIS ONE, THE LESSOR DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, THAT LESSOR HAS NOT SELECTED, MANUFACTURED, SOLD OR SUPPLIED ANY OF THE EQUIPMENT (OR SELECTED THE SUPPLIER THEREOF), AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES CONTAINED IN THIS LEASE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH MUTUALLY AND IRREVOCABLY WAIVE ALL IMPLIED COVENANTS INCLUDING THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING. LESSEE ACKNOWLEDGES AND AGREES THAT NO VENDOR, SUPPLIER, OR MANUFACTURER OR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF ANY OF THE FOREGOING, OR ANY FINANCIAL INTERMEDIARY, BROKER OR OTHER PARTY, IS AN AGENT FOR OR HAS ANY AUTHORITY TO ACT OR SPEAK FOR, OR BIND, LESSOR IN ANY MANNER; NOR IS LESSOR AN AGENT OR REPRESENTATIVE OF ANY SUCH VENDOR, SUPPLIER, MANUFACTURER, FINANCIAL INTERMEDIARY, BROKER OR OTHER PARTY. LESSEE REPRESENTS AND WARRANTS THAT IT IS NOT A FOREIGN "FINANCIAL INSTITUTION" OR ACTING ON BEHALF OF A FOREIGN "FINANCIAL INSTITUTION" AS THAT TERM IS DEFINED IN THE BANK SECRECY ACT, 31 U.S.C. 5318, AS AMENDED. LESSEE ACKNOWLEDGES THAT LESSOR, IN COMPLIANCE WITH SECTION 326 OF THE USA PATRIOT ACT, WILL BE VERIFYING CERTAIN INFORMATION ABOUT LESSEE. AT ANY TIME AND FROM TIME TO TIME, UPON LESSOR'S REQUEST, LESSEE OR A REPRESENTATIVE OF LESSEE SHALL PROVIDE SUCH INFORMATION, AND EXECUTE AND DELIVER SUCH CERTIFICATIONS, TO LESSOR CONCERNING THE DIRECT AND INDIRECT OWNERS AND CONTROL PERSONS OF LESSEE, AS LESSOR MAY REQUEST TO COMPLY WITH LAWS, REGULATIONS OR REGULATORY GUIDANCE APPLICABLE TO LESSOR OR LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSOR AND ITS REPRESENTATIVES AND EMPLOYEES HAVE NOT MADE ANY STATEMENT, REPRESENTATION OR WARRANTY RELATIVE TO THE ACCOUNTING OR TAX ENTRIES, TREATMENT, BENEFIT, USE OR CLASSIFICATION OF THE LEASE AGREEMENT OR ASSOCIATED LEASE SCHEDULES. LESSOR IS NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO LESSEE, AND LESSOR HAS NO FIDUCIARY DUTY TO LESSEE OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS LEASE AGREEMENT OR ANY OTHER DOCUMENT PROVIDED BY LESSOR IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. LESSEE HAS DISCUSSED THIS LEASE AGREEMENT WITH ITS OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS LESSEE DEEMS APPROPRIATE. LESSEE ACKNOWLEDGES THAT IT AND/OR ITS INDEPENDENT ACCOUNTANTS ARE SOLELY RESPONSIBLE FOR (i) ANY AND ALL OF LESSEE'S

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ACCOUNTING AND TAX ENTRIES ASSOCIATED WITH THE LEASE AGREEMENT AND/OR THE LEASE SCHEDULES AND (ii) THE ACCOUNTING AND TAX TREATMENT, BENEFITS, USES AND CLASSIFICATION OF THE LEASE AGREEMENT OR ANY LEASE SCHEDULE; PROVIDED, THAT LESSEE REPRESENTS AND WARRANTS THAT IT SHALL AT ALL TIMES TREAT THIS LEASE AGREEMENT AND ALL LEASE SCHEDULES AS "OPERATING LEASES" UNDER ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA AND AS "TRUE LEASES" WITH RESPECT TO APPLICABLE FEDERAL INCOME TAX LAWS. THIS LEASE AGREEMENT IS INTENDED BY THE PARTIES TO BE A LEASE OF EQUIPMENT THAT IS OWNED BY LESSOR (OR WHICH LESSOR SHALL HAVE THE RIGHT TO LEASE) AND NOT A LOAN, SALE OR LEASE INTENDED AS A SALE OR LOAN. LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INFORMATION, INCLUDING BUT NOT LIMITED TO CONSUMER OR PATIENT INFORMATION, THAT IS AT ANY TIME ENTERED, STORED, TRANSFERRED TO, CONTAINED OR RETAINED ON ANY EQUIPMENT, WHETHER OR NOT SUCH INFORMATION IS SUBJECT TO FEDERAL, STATE OR OTHER LAW, INCLUDING BY WAY OF EXAMPLE ONLY AND NOT OF LIMITATION, THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA), FINANCIAL MODERNIZATION ACT (GRAMM-LEACH-BLILEY ACT), ETC. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RELATIONSHIP BETWEEN THE LESSOR AND LESSEE, THIS LEASE AGREEMENT OR THE PERFORMANCE, POSSESSION, LEASE OR USE OF THE EQUIPMENT. THIS LEASE AGREEMENT IS A "FINANCE LEASE" AS THAT TERM IS DEFINED AND USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON LESSEE.

Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall be responsible and liable with respect to, any claim from a third party for any liability, claim, loss, damage or expense of any kind or nature, whether based upon a theory of strict liability or otherwise, caused, directly or indirectly, by: (i) the inadequacy of any item of Equipment, including Software, for any purpose; (ii) any deficiency or any latent or other defects in any Equipment, including Software, whether or not detectable by Lessee; (iii) the selection, manufacture, rejection, ownership, lease, possession, maintenance, operation, use or performance of any item of Equipment, including Software; (iv) any interruption or loss of service, use or performance of any item of Equipment, including Software; (v) patent, trademark or copyright infringement; (vi) any information whatsoever or the loss, release, unauthorized access, transfer, theft, use or misuse thereof, or (vii) any loss of business or other special, incidental or consequential damages whether or not resulting from any of the foregoing. Lessee's responsibility and liability under this paragraph shall survive the expiration, termination, settlement, cancellation, assignment or resolution of this Lease Agreement or a Lease Schedule and shall be binding upon Lessee's successors and permitted assigns. Lessee agrees to the provisions of this paragraph to the full extent permitted by the law of the State of North Carolina.

16. Event of Default

The occurrence of any of the following events shall constitute an Event of Default under this Lease Agreement and/or any Lease Schedule:

(1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due;

(2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith, which is not cured within ten (10) days after written notice thereof from Lessor;

(3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or part with possession of, any item of Equipment;

(4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purpose, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;

(5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;

(6) Lessee defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or Lessee defaults under any other agreement now existing or hereafter made with Lessor;

(7) Lessee dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence; or

(8) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement.

17. Remedies

Should any Event of Default occur, Lessor may, with or without notice or demand upon Lessee, retain any and all security deposits and pursue and enforce, alternatively, successively and/or concurrently, any one or more of the following remedies:

(1) recover from Lessee all accrued and unpaid Lease Charges and other amounts due and owing on the date of the default; and

(2) recover from Lessee from time to time all Lease Charges and other amounts as and when becoming due hereunder; and

(3) either (A) accelerate, cause to become immediately due and recover the present value of all Lease Charges and other amounts due and/or likely to become due hereunder from the date of the default to the end of the lease term using a discount rate of four percent (4%); or (B) cause to become immediately due and payable and recover from Lessee the Casualty Loss Value of the Equipment which Lessee agrees is not a penalty but rather a reasonable forecast of the just compensation for the harm caused by the Event of Default, which harm is incapable or very difficult of accurate estimation; and

(4) terminate any or all of the Lessee's rights, but not its obligations, associated with the lease of Equipment under this Lease Agreement; and

(5) either (A) retake (by Lessor, independent contractor, or by requiring Lessee to assemble and surrender the Equipment in accordance with the provisions of Section 7 hereinabove) possession of the Equipment without terminating the Lease Schedule or the Lease Agreement free from claims by Lessee which claims are hereby expressly waived by Lessee; or (B) require Lessee to deliver the Equipment to a location designated by Lessor; and

(6) upon Lessor's instructions after an Event of Default, Lessee agrees to cease immediately the use of any or all Software, to uninstall and delete all copies of such licensed Software from any computer systems owned or controlled by Lessee or its affiliates or used for Lessee's or Lessee's affiliate's benefit, to destroy any and all written documentation, manuals and materials provided with the Software, and to

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provide Lessor with a certificate signed by a Lessee officer who is responsible for Lessee's information systems, attesting to such cessation of use, deinstallation, deletion, and/or destruction of the Software; and

(7) proceed by court action to enforce performance by Lessee of its obligations associated with any Lease Schedule and/or this Lease Agreement; and/or

(8) pursue any other remedy Lessor may otherwise have, at law, equity or under any statute, and recover damages and expenses (including attorneys' fees) incurred by Lessor by reason of the Event of Default.

Lessor's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by Lessor of any other remedy.

If a court of competent jurisdiction determines that any Lease Schedule hereto is not a true lease (or a "finance lease") for purposes of the Uniform Commercial Code), but rather a secured financing, the following terms shall apply. Upon repossession of the Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice, at a public or private sale. Lessor shall not be obligated to sell or re-lease the Equipment. Any sale or re-lease may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any such sale or re-lease, may be at wholesale or retail, in bulk or in parcels.

18. Costs and Attorneys' Fees

In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal or otherwise, whether initiated by Lessor or Lessee (or a debtor-in-possession or bankruptcy trustee), which arises out of, under, or is related in any way to this Lease Agreement, any Lease Schedule, or any other document, agreement or instrument executed pursuant hereto or in connection herewith, or any governmental examination or investigation of Lessee, which requires Lessor's participation (individually and collectively, the "Claim"), then, upon a final non-appealable judgment that one of the parties has prevailed in such Claims by a court of competent jurisdiction, the non-prevailing party shall pay to the prevailing party, on demand, all costs, expenses and fees paid or payable in connection with the Claim, including, but not limited to, reasonable attorneys' fees and out-of-pocket costs, including travel and related expenses incurred by the prevailing party or its attorneys. As used in this Section 18, "prevailing party" shall mean the party who obtains substantially the relief sought, whether by compromise, settlement or judgment.

19. Lessor's Performance Option

Should Lessee fail to make any payment or to do any act as provided by this Lease Agreement, then Lessor shall have the right (but not the obligation), without notice to Lessee of its intention to do so and without releasing Lessee from any obligation hereunder to make or to do the same, to make advances to preserve the Equipment or Lessor's title thereto, and to pay, purchase, contest or compromise any insurance premium, encumbrance, charge, tax, lien or other sum which in the judgment of Lessor appears to affect the Equipment, and in exercising any such rights, Lessor may incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall be due and payable by Lessee within ten (10) days of notice thereof.

20. Quiet Possession and Inspection

Lessor hereby covenants with Lessee that Lessee shall quietly possess the Equipment subject to and in accordance with the provisions hereof so long as Lessee is not in default hereunder; provided, however, that Lessor or its designated agent may, at any and all reasonable times during business hours, enter Lessee's premises for the purposes of inspecting the Equipment and the manner in which it is being used.

21. Assignments

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign this Lease Agreement or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of Lessor's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee" herein) which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee if directed by Lessor, provided, however, that such recognition by Lessee shall not constitute a waiver of any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Lease Agreement or not) that Lessee may from time to time have against Lessor. Upon such assignment, the Lessor shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

22. Survival of Obligations

All covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall be for the benefit of Lessor and Lessee and their successors, any assignee or secured party. Further, all covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall survive the execution and delivery of this Lease Agreement and the expiration or other termination of this Lease Agreement.

23. Authority

The parties hereto covenant and warrant that the persons executing this Lease Agreement and each Lease Schedule on their behalf have been duly authorized to do so, and this Lease Agreement and any Lease Schedule constitute a valid and binding obligation of the parties hereto. Lessee will, at Lessor's request, provide to Lessor, Certificates of Authority naming the officers of the Lessee who have the authority to execute this Lease Agreement and any Lease Schedules attached thereto. Lessee agrees that it shall advise Lessor of any change in Lessee's name, address or structure within ten (10) days after such change and execute all documents and instruments requested by Lessor. Lessee's status as a component unit, political subdivision or other subentity of state, county or local government does not prevent Lessee from entering into binding commercial transactions and, to the fullest extent permitted by law, indemnity agreements. Further, no statute or law prevents or prohibits Lessee from entering into this Lease Agreement or any other agreement or document required hereunder. Any limitation of liability or benefits of sovereign immunity (to the extent such immunity may relate to enforcement of contracts) afforded to Lessee under law or statute is specifically waived by Lessee in its own right, to the extent such immunity may relate to enforcement of contracts, and shall not apply to Lessor, this Lease Agreement or any other agreement or document required hereunder.

24. Landlords' and Mortgagees' Waiver

If requested, Lessee shall furnish waivers, in form and substance satisfactory to Lessor, from all landlords and mortgagees of any premises upon which any Equipment is located.

25. Miscellaneous

This Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed and delivered in, and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of, the State of North

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Carolina. Lessee and Lessor consent to the jurisdiction of any state court located within Pender County, North Carolina.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR SUCH TRANSACTIONS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

This Lease Agreement was jointly negotiated by the parties, and the parties hereby agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the parties. This Lease Agreement and associated Lease Schedule(s) constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments and offers between the parties, whether oral or written. This Lease Agreement and associated Lease Schedule(s) constitute a single unitary agreement. No provision of this Lease Agreement or any Lease Schedule shall be deemed waived, amended, discharged or modified orally or by custom, usage or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the parties hereto. Time and exactitude of each of the terms and conditions of this Lease Agreement are hereby declared to be of the essence. Lessor may accept past due payments in any amount without modifying the terms of this Lease Agreement and without waiving any rights of Lessor hereunder. If any one or more of the provisions of this Lease Agreement or any Lease Schedule is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Lease Agreement and any such Lease Schedule will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal and enforceable provision that is closest to the original intention of the parties. TITLES/HEADINGS ARE NOT SUBSTANTIVE. Lessee agrees that neither the manufacturer, nor the supplier, nor any of their salespersons, employees or agents are agents of Lessor.

Any notice provided for herein shall be in writing and sent by overnight courier providing a receipt of delivery or by certified or registered mail to the parties at the addresses stated on page 1 of this Lease Agreement.

The Monthly Lease Charge is intended to be fixed from the Commencement Date to the end of the term. The three year treasury rate is an integral part of the lease rate. The Lessee and Lessor agree that the lease rate shall also be fixed during the Installation Period but should the three year treasury note increase during such Installation Period, the lease rate will be adjusted on the Commencement Date to give effect to the increase in the treasury rate and the same shall cause an increase in the Monthly Lease Charge.

Lessor is entitled to review a complete set of Lessee's financial statements, including a statement of cash flows, balance sheet and income statement, and any other financial information that Lessor may request. If during the Installation Period the Lessee's financial condition changes in any material respect (as determined by the Lessor in its sole discretion), then Lessor shall be entitled to stop purchasing equipment to be leased to Lessee and commence the applicable lease schedule(s).

This Lease Agreement shall not become effective until delivered to Lessor at its offices at Minnetonka, Minnesota and executed by Lessor. If this Lease Agreement shall be executed by Lessor prior to being executed by Lessee, it shall become void at Lessor's option five (5) days after the date of Lessor's execution hereof, unless Lessor shall have received by such date a copy hereof executed by a duly authorized representative of Lessee.

This Lease Agreement is made subject to the terms and conditions included herein and Lessee's acceptance is effective only to the extent that such terms and conditions are consistent with the terms and conditions herein. Any acceptance which contains terms and conditions which are in addition to or inconsistent with the terms and conditions herein will be a counter-offer and will not be binding unless agreed to in writing by Lessor.

The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s). The terms and conditions of a Lease Schedule shall govern in the event of conflict with the terms of this Lease Agreement.

26. REPOSSESSION

LESSEE ACKNOWLEDGES THAT, PURSUANT TO SECTION 17 HEREOF, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE BECOME IN DEFAULT OF ITS OBLIGATIONS HEREUNDER.

27. Net Lease

This Lease Agreement is a net lease and Lessee's obligations to pay all Lease Charges and other amounts payable hereunder shall be absolute and unconditional and, except as expressly provided herein, shall not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) discontinuance or termination of any license, maintenance agreement, service contract, or other agreement; (iii) Equipment failure, defect or deficiency; (iv) damage to or destruction of the Equipment; or (v) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller or vendor of the Equipment. To the extent that the Equipment includes intangible (or intellectual) property, Lessee understands and agrees that: (i) Lessor is not a party to and does not have any responsibility under any Software license and/or other agreement with respect to any Software; and (ii) Lessee will be responsible to pay all of the Lease Charges and perform all its other obligations under this Lease Agreement despite any defect, deficiency, failure, termination, dissatisfaction, damage or destruction of any Software or Software license. Further, Lessee agrees that it has an unconditional, irrevocable and absolute obligation to pay all Lease Charges and other amounts payable hereunder to the Lessor although (i) the Lessor does not hold title to any Software (or intellectual or intangible property), (ii) Lessor is not a party to any Software license (or intellectual or intangible property license) that is listed among the Equipment on any Lease Schedule and (iii) any license to Software is exclusively between the licensor of the Software ("Licensor") and the Lessee. Except as expressly provided herein, this Lease Agreement shall not terminate for any reason, including any defect in the Equipment or Lessor's title thereto or any destruction or loss of use of any item of Equipment.

28. Funding Out

Lessee shall have the option to terminate this Lease Agreement at the end of a fiscal period contingent upon the following conditions: (i) Appropriation of monies for this Lease Agreement has been terminated or not continued and such non-appropriation is memorialized in a formal act by the Lessee; (ii) Lessee has given Lessor written notice promptly after having knowledge of any likely non-appropriation; (iii) Lessee pays to Lessor all monies legally appropriated and budgeted for the current fiscal period for all payments due under this Lease Agreement for the fiscal period; and (iv) Lessee's return, in compliance with this Lease Agreement, of all of the equipment listed on and subject to this Lease Agreement. To the extent permitted by law, Lessee agrees that Lessee will use reasonable efforts to obtain authorization and appropriation of monies or funds in order to fulfill its obligations associated with this Lease Agreement by including in its budget for each fiscal appropriation period a formal request for monies in an amount no less than Lessee's total monetary obligations for the fiscal appropriations period.

29. Headings

Section headings herein are used for convenience only and shall not otherwise affect the provisions of this Lease Agreement.

30. Electronic Signatures

The express intent of the parties is that the Lease Agreement be a valid and legally enforceable lease contract

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between Lessee and Lessor notwithstanding any means of signature or signing, including PDF, manual or electronic signature. The words "signature," "sign," "signed," "execute," and words of like import in or relating to the Lease Agreement or any other written or electronic document or record signed in connection with the Lease Agreement, including, but not limited to, any Lease Schedule and any Certificate of Acceptance shall be deemed to include (without limitation) electronic signatures and contract formations on electronic platforms, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature and/or physical delivery thereof to the full extent provided for in the Federal Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act as enacted in North Carolina or any other applicable similar state law based on the Uniform Electronic Transactions Act. The Lessee hereby represents and warrants that its electronic signature on any contract, record or other document (including, without limitation, the Lease Agreement including all amendments and supplements thereto) shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Further, the parties hereto agree that electronic signature means a symbol or signature, or process attached to, or associated with, a contract (including, without limitation, the Lease Agreement and any amendment or supplement thereto and all Lease Schedules and Certificates of Acceptance) or other document or record and adopted by a contracting party with the intent to sign, authenticate or accept such contract, document or record. Lessor and Lessee unconditionally agree that the physical printed version of the Lease Agreement (including any amendments and supplements hereto) and any Lease Schedule containing a manual, fax, PDF, or electronic signature or signatures with the legend "Original" or "Original Chattel Paper" shall constitute the only original authoritative version and record. Both Lessor and Lessee hereby agree that this Lease Agreement (including any amendment or supplement), any Lease Schedule, any Certificate of Acceptance or any other written or electronic document or record signed in connection with the Lease Agreement may be authenticated by electronic signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by their respective duly authorized representatives.

Every Term is Agreed to and Accepted:
TCF NATIONAL BANK

By: DocuSigned by: Carie Kerns CCA6ADDF6661412...
Print Name: Carie Kerns
Title: VP - Contracts
Date: 6/17/2021

Huntington Technology Finance, Inc. successor/ assignee of

Every Term is Agreed to and Accepted:
PENDER COUNTY, NORTH CAROLINA

By: George R. Brown
Print Name: George R. Brown
Title: Chairman
Date: 4/6/2021

CERTIFICATION

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

Margaret C. Blue
(Signature of finance officer)

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LEASE SCHEDULE NO. 001R

(This Lease Schedule No. 001R replaces Lease Schedule No. 001)

This Lease Schedule is issued pursuant to the Lease Agreement Number PE052118 dated May 21, 2018. The terms of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 001, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein.

LESSOR
Winthrop Resources Corporation
11100 Wayzata Boulevard
Suite 800
Minnetonka, MN 55305

LESSEE
Pender County, North Carolina
805 South Walker Street
Burgaw, NC 28425

SUPPLIER OF EQUIPMENT
Various

LOCATION OF INSTALLATION
Same As Above

Term of Lease from Commencement Date: 48 months
Monthly Lease Charge: $25,662.00
Anticipated Delivery and Installation: July - August 2018
Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit in the amount of $25,662.00. If there is no event of default, this security deposit may be applied toward the total amounts due pursuant to this Lease Schedule.

EQUIPMENT

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)

SEE ATTACHMENT A

Upon the following events occurring, Lessor will cease all Lease Charges associated with Lease Schedules Numbered A01 and A02 of Lease Agreement Number PE060713 and Lease Schedules Numbered B01 and B02 of Lease Agreement Number PE100214 (collectively, the "Lease Schedules"): (i) Receipt by Lessor of all Lease Charges (and taxes) due (or levied) through June 30, 2018 associated with the Lease Schedules; (ii) execution and delivery of this Lease Schedule 001R (this "Lease Schedule 001R"). Lessee shall return all of the equipment listed on Attachment A to this Lease Schedule 001R under the words "Returning Equipment" (the "Returning Equipment"). The parties agree that Lessor shall retain and keep, and that Lessee releases any claim to, all monies, including security deposits, received by Lessor that are related to the Lease Schedules; provided, however that $25,662.00 of the security deposits associated with the Lease Schedules shall transfer to and become the security deposit associated with this Lease Schedule 001R. Lessee hereby certifies that all of the equipment listed on Attachment A to this Lease Schedule 001R under the words "Transferring Equipment" that was listed on the Lease Schedules (the "Transferring Equipment") is (i) in its possession, (ii) in good working order and satisfactory in all respects, and (iii) irrevocably accepted as of July 1, 2018. Therefore, the Installation Date of the Transferring Equipment shall be July 1, 2018. Notwithstanding anything contained in Lease Agreement Number PE052118 to the contrary, the amount of interim rent due each month beginning July 1, 2018 through the Commencement Date shall be $25,582.00. This Lease Schedule 001R shall commence on the earlier to occur of the following: (i) the first of the month following installation of all Equipment associated with this Lease Schedule 001 and return of all the Returning Equipment, or (ii) October 1, 2018.

Title to the Transferring Equipment shall transfer to Lessee "as-is, where-is" for one dollar ($1.00) on the Commencement Date provided that no Event of Default has occurred. LESSOR SELLS THE TRANSFERRING EQUIPMENT TO LESSEE WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. If a court of competent jurisdiction determines that this Lease Schedule 001R or any portion hereof is not a true lease (or a "finance lease" for purposes of the Uniform Commercial Code), but rather a secured financing, then Lessee shall be deemed to have granted, and hereby grants to Lessor, a continuing first priority security interest in all Equipment leased hereunder together with all substitutions and replacements therefore and all attachments and accessories thereto and all proceeds (including insurance proceeds) thereof.

The parties agree that they may execute this Lease Schedule by fax or PDF, and that certain actions may be taken in reliance on faxed or PDF signatures. The parties therefore agree that a faxed or PDF signature hereon shall be equally valid and binding as an original signature, and the transmission of a faxed or PDF signature will have the same legal effect as physical delivery of an original signature. Any party transmitting a faxed or PDF signature will deliver the original signature to the other party as soon as practicable.

LESSOR IS NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO LESSEE, AND LESSOR HAS NO

FIDUCIARY DUTY TO LESSEE OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS LEASE AGREEMENT OR ANY OTHER DOCUMENT PROVIDED BY LESSOR IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. LESSEE HAS DISCUSSED THIS LEASE AGREEMENT WITH ITS OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS LESSEE DEEMS APPROPRIATE.

CERTIFICATION

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

Katherine C. Brafford
(Signature of finance officer)

Agreed to and Accepted:

WINTHROP RESOURCES CORPORATION
"LESSOR"

By: Barbara E. King

Print Name: Barbara E. King

Title: Executive Vice President

Date: 12/6/16

Agreed to and Accepted:

PENDER COUNTY, NORTH CAROLINA
"LESSEE"

By: George R Brown

Print Name: George R Brown

Title: Chairman of the Board of Commissioners

Date: 12/3/18

Lease Schedule Number: **001R**

ATTACHMENT A

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
EMC	4	C13-PWR-12	2 C13 Cords NEMA 5-15 125V 10A - Non DPE
EMC	20	PWR200VRACK	C13-C14 PDU Rack Power Cord 2M N. AM
EMC	4	INTCABPWRCD-B	C14-TO-C13 1M Internal CAB Power Cords-B
EMC	1	456-113-291	CloudBoost AWS DPS Enabler=CA
EMC	4	CNX-S4048-DN-48R	CNX DN S4048 48Port 10GbE Switch RTF AIR
EMC	48	CNXSFP-10G-SR	CNX SFP 10GbE SR Optic 1 Pack
EMC	1	DDMC	Data Domain Management Center
EMC	1	458-002-386	Data Protection Central MID=CA
EMC	3	456-112-171	Database Application Agent=CA
EMC	3	C-10GBTM4P-NF	DD 10GBase T IO Module 4Port
EMC	3	C-10GMOP4P-NF	DD 10GBE IO MOD Optical SFP 4Port Option
EMC	3	458-002-006	DD Boost/Replication AIO Enabler=CB
EMC	1	458-001-676	DD Enabler DDBEA Protectpoint
EMC	3	458-001-335	DD6300 Operating Environment Software
EMC	3	C-FLDIN6300	DD6300 Option - Field Install Kit
EMC	3	458-001-929	DD6300 SSD Capacity License
EMC	3	DDOS-60	DOCS DD OS DOC 6=IA
EMC	3	456-106-701	DPA Enabler DDBEA-B=IC
EMC	1	458-000-590	DPA Enabler Product
EMC	2	456-112-408	DPA Single Fed Reporting Server=IA
EMC	2	458-002-060	DPA Single Federated Reporting Server
EMC	3	456-112-186	DPS for APPS 0-10TB=CC
EMC	1	458-002-122	DPS FOR APPS Product Capacity
EMC	1	458-002-008	DPS FOR APPS Software
EMC	3	456-106-406	DPS for BU DDBoost for Apps Enabler=CA
EMC	1	458-001-192	DPS for VMWare
EMC	2	456-109-974	DPS for VMware 2TB AVE Enabler=CA
EMC	1	456-112-958	DPS for VMware Avamar H Enabler=IA
EMC	1	456-110-834	DPS for VMWare DPA Enabler-C=CB
EMC	1	456-110-835	DPS for VMWare DPSearch Enabler=CA
EMC	120	456-107-804	DPS for VMWare RP4VM Enabler=IB
EMC	8	456-110-832	DPS for VMWare Sockets=IA
EMC	3	456-110-128	DPSAPPS RP Enabler Base=CA
EMC	1	CE-AVAXIADMIN	EMC Avamar Administration ValuePak
EMC	1	458-001-424	EMC Enterprise Copy Data Management
EMC	3	456-111-143	EMC GLR for MS Apps Enabler=CA
EMC	1	458-001-481	EMC Granular Recovery for Microsoft=IC
EMC	3	456-109-801	Enterprise Copy Data Mangaement Base=CA
EMC	3	456-112-172	File System Agent=CA
EMC	3	456-111-330	FS 800GB 0.8TB Raw=CF
EMC	1	458-001-697	Hadoop Application Agent
EMC	3	456-111-237	Hadoop Application Agent=CA
EMC	10	INSTKITSFPAF	HCIA Install Kit 10GBE SFP+ AF
EMC	10	456-113-148	HCIA NP VSPH E+ 6.5 1CPU w/ 5Yr Maint=IG
EMC	10	458-002-204	HCIA NP VxRail vSphere 6.5 Software
EMC		PS-BAS-INSWIP	Installation for IP Switch
EMC	2	456-111-358	LIC DD Enabler DDBEA Protectpoint=IA
EMC	3	456-109-424	License Base DD OE DD6300=IA
EMC	1	L-MC-BASE-CF	License; DDMC-Base
EMC	3	456-112-170	Microsoft Application Agent=CA
EMC	1	456-113-086	NW 9.2 DPS CAP Enabler=CA
EMC	48	CTX-OM4-3M	OM4 50/125 Micron Optical Cbl LC-LC 3M
EMC	1	456-113-090	Oracle RMAN agent 10G_Restricted=CA
EMC	1	456-113-089	Oracle RMAN agent=CA

ATTACHMENT A

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
EMC		W-PS-HW-001	Prosupport W/MBD-Hardware
EMC		M-PSM-HW-E-002	Prosupport w/Mission Critical-Hardware
EMC		M-PSM-HW-DD-DD1	Prosupport w/Mission Critical-Hardware
EMC		M-PSM-HW-DE14-5Y	Prosupport w/Mission Critical-HW 5 Year
EMC		WU-PSM-HW-001	Prosupport w/Mission Critical-HW Warrant
EMC		M-PSM-SW-D3-001	Prosupport w/Mission Critical-Software
EMC		M-PSM-SW-J-002	Prosupport w/Mission Critical-Software
EMC		M-PSM-SW-DD-DD1	Prosupport w/Mission Critical-Software
EMC		M-PSM-SW-DD-M1	Prosupport w/Mission Critical-Software
EMC		M-PSM-SW-DD-H1	Prosupport w/Mission Critical-Software
EMC		M-PS-SW-DD-M1	Prosupport w/NBD-Software Support
EMC	1	458-001-634	Protectpoint for VMAX Enabler
EMC	3	456-111-314	Protectpoint for VMAX Enabler=CA
EMC	1	458-001-156	Protectpoint RP Enabler
EMC	3	456-113-334	ProtectPoint VRP Enabler Base=CA
EMC	10	458-001-937	Recoverpoint for VM for 1-Node HCIA
EMC	10	456-111-959	Recoverpoint for VM for 1-Node HCIA =IB
EMC		PS-BAS-VXRTRRES	Residency for VxRail TR
EMC	3	DD6300	System DD6300 NFS CIFS
EMC	3	DD6300-34TB	System DD6300-12x4 34TB NFS CIFS
EMC		PS-BAS-VNXDE	VNX Data Erasure
EMC	1	456-112-133	vRealize DP Extension 4.0=IA
EMC	10	VXR-14G-MGR-DE-45	VxRail 14G SW Manager EMDL V4.5=MA
EMC		PS-BAS-IPTORSWC	VxRail TOR Switch Configuration
EMC	10	1S5STDFANE560165L	VxRail-500 1S 5 STD Fan Less than 165W
EMC	10	1SE560HSKDM165OL	VxRail-500 1S E560 165WL HTK DIMM BLNK
EMC	10	SYS6401U1N10DAF	VxRail-500 1U1N 10x2.5 Disk SLTS AF
EMC	10	RAILKIT1U1NHAF	VxRail-500 A8 RRails 2-4Postracks1U1N AF
EMC	10	SSD800GB10WPD25F	VxRail-500 CachesSD 800GB10WPD 2.5inch
EMC	30	CAPSATASSD384TBVX5	VxRail-500 Capicity SATA SSD 3.84TB1WPD
EMC	10	PS1100WPSF	VxRail-500 Dual Hotplug 1100W PS F
EMC	10	RDIMM2666INFO	VxRail-500 FactoryOrd Rq 2666Mhz RDIMMs
EMC	10	PR6138GD20C20AF	VxRail-500 Intel CPU 6138 20C 2.0 GHz AF
EMC	60	MEMLDIMM32GBAF	VxRail-500 Memory 32GB RDIMM AF
EMC	10	NDCX710QP10GBSFPAF	VxRail-500 NDC Intex710 QP 10Gb SFP+ AF
EMC	10	RISER640CNFG4SNGL	VxRail-500 Riser R640 Config4 LP
EMC	10	TPM2.0MODULEAF	VxRail-500 TPM 2.0 Module AF
EMC	40	XCVRSFPSR1G10GAF	VxRail-500 Transceiver LC SR 1G 10G AF
EMC	10	INSTLCTRYUSAFR640F	VxRail-500 USA SHIPMOD
Davenport Group			Installation Services
			Freight
Transferring Equipment			
EMC	1	VNX53D156015	VNX5300 DPE; 15X3.5 Drv E R 8X600G 15K NAS Server
EMC	1	VNXRACK-40US	VNX 4OU Rack with Console
EMC	5	V31-DAE-R-15	DAE With15X3.5 In Drv Slots with Rck
EMC	2	VNX5300CS	VNX5300 Control Station - EMC Rack
EMC	2	VNX5300CS2	VNX5300 2nd Control Station-EMC Rack
EMC	2	VDMM1GCUAS	1 GBE DM Module 4 Port for VNX5300
EMC	2	VNX5300DM	VNX5300 Add on DM+FC Slic-EMC Rack
EMC	1	VNX5300DME	1 D M+FC Slic-EMC Rack
EMC	4	VDMMXG2TWBAS	VNX5300 2PT 10GBE TWINAX DM Module-Fctry
EMC	108	V3-VS15-600	600GB 15K SAS Disk Drive
EMC	19	V3-VS07-030	3.5 IN 3TB 7.2K 6GB SAS Disk Drive

ATTACHMENT A

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
EMC	6	FLV3VS6F-100	100GB FST Cache Flsh 15X3.5in DPE/DAE
EMC	4	INTCAB-PWRCRD	C14-TO-C13 1Meter Internal Cab Pwr Cords
EMC	2	VNXFCSFPS	Additional 8 G FC SFP for VNX 51/53
EMC	2	PW40U60-USS	Rack-40U-60 Pwr cord US
EMC	2	VNXSPSAS	2nd Optional SPS for VNX 51/53
EMC	4	VNX-RPHW3-G5T	RPA Gen5-TAA for VNX L1
EMC	2	VSPMXGFCOTWAS	VNX5300 2 PT FCOE IO Mod Pair-Twax
Cisco	4	UCS-SP-INFRA-FI	UCS 6248 FI w/ 12p LIC Cables Bundle
Cisco	24	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC
Cisco	8	SFP-10G-SR	10GBASE-SR SFP Module
Cisco	8	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC
Cisco	8	CAB-C13-C14-AC	Power cord, C13 to C14 (recessed receptacle), 10A
Cisco	20	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter
Cisco	4	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit
Cisco	4	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank
Cisco	8	UCS-FAN-6248UP	UCS 6248UP Fan Module
Cisco	4	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card
Cisco	2	UCS-SP-INFRA-CHSS	UCS SP BASE 5108 Blade Svr AC Chassis
Cisco	16	N20-FAN5	Fan module for UCS 5108
Cisco	2	N20-FW011	UCS Blade Server Chassis FW Package 2.1
Cisco	4	UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)
Cisco	8	UCSB-PSU-2500ACPL	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis
Cisco	8	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors
Cisco	2	N01-UAC1	Single phase AC power module for UCS 5108
Cisco	2	N20-CAK	Access. kit for 5108 Blade Chassis incl Railkit, KVM dongle
Cisco	16	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot
Cisco	2	UCS-SP6-EV-B200	UCS SP B200 VALUE BDL 2x6248 1xCH 2xB200w/2xE52650 128GB
Cisco	8	UCS-SP-ENTV-B200M3	(Not a standalone SKU) B200M3 w/2xE5-2660128GB1240 VIC
Cisco	16	N20-BBLKD	UCS 2.5 inch HDD blanking panel
Cisco	16	UCS-CPU-E5-2650	2.00 GHz E5-2650/95W 8C/20MB Cache/DDR3 1600MHz
Cisco	128	UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v
Cisco	16	UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3
Cisco	8	UCSB-MLOM-40G-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers
Cisco	8	UCSB-MLOM-PT-01	Cisco UCS Port Expander Card (mezz) for VIC 1240 modular LOM
Cisco	4	N5K-C5548UP-B-S32	N5548UP Storage Solutions Bundle 32 port storage serv Licen
Cisco	4	N55-D160L3-V2	Nexus 5548 Layer 3 Daughter Card Version 2
Cisco	4	SFP-H10GB-CU5M	10GBASE-CU SFP+ Cable 5 Meter
Cisco	32	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+ LC
Nexus	4	N5548-ACC-KIT	Nexus 5548 Chassis Accessory Kit
Nexus	4	N55-M-BLNK	Nexus 5500 Module Blank Cover
Cisco	8	CAB-C13-C14-2M	Power Cord Jumper C13-C14 Connectors 2 Meter Length
Nexus	8	N55-PAC-750W	Nexus 5500 PS 750W Front to Back Airflow(Port-Side Outlet)
Nexus	8	N5548P-FAN	Nexus 5548P and 5548UP Fan Module Front to Back Airflow

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MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Cisco	4	SFP-10G-LR=	10GBASE-LR SFP Module
Cisco	16	GLC-T=	1000BASE-T SFP
Cisco	4	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM
Cisco	2	RACK-UCS2	Cisco R42610 standard rack w/side panels
Cisco	2	RACK-CBLMGT-001	Cable mgt D rings (qty 10) metal
Cisco	2	RACK-CBLMGT-011	Cable mgt straps (qty 10) Velcro
Cisco	2	RACK-FASTEN-001	Mounting screws (qty 100) M6
Cisco	2	RACK-FASTEN-002	Cage nuts (qty 50) M6
Cisco	4	RP208-30-1P-U-2	Cisco RP208-30-U-2 Single Phase PDU 20x C13 4x C19
Cisco	2	RACK-JOIN-001=	Rack joining kit
EMC	1	VNX53D156015	VNX5300 DPE; 15X3.5 DRV E R 8X600G 15K
EMC	1	VNXRACK-40US	VNX 40U Rack With Console
EMC	5	V31-DAE-R-15	DAE With 15X3.5 IN DRV Slots with Rack
EMC	2	VDMM1GCUAS	1GBE DM Module 4 Port For VNX5300
EMC	1	VNX5300DME	VNX5300 DME: 1 D M+FC Slic-EMC Rack
EMC	19	V3-VS07-030	3.5 in 3TB 7.2L 6GB SAS Disk Drive
EMC	4	INTCAB-PWRCRD	C14-TO-C13 Meter Internal Cab Pwr Cords
UPS	2	18kVA	18kVA UPS System including, UPS External Battery Enclosure w/Battery Modules including One Year of Service
Cisco	10	GLC-LH-SMD=	SFP, Mini-GBIC, Module 1x1000Base-LX/LH
Cisco	4	WS-C3850-48F-S	Catalyst 3850 48 Port Full PoE IP Base
Cisco	8	CAB-C15-CBN	Cabinet Jumper Power Cord 250 VAC 13A C14-C15 Connectors
Cisco	4	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply
Cisco	4	C3850-NM-2-10G	Catalyst 3850 2 x 10GE Network Module
Cisco	4	S3850UK9-32-0SE	CAT3850 UNIVERSAL
Cisco	4	STACK-T1-50CM	50CM Type 1 Stacking Cable
Cisco	4	PWR-C1-1100WAC	1100W AC Config 1 Power Supply
Cisco	6	SFP-10G-LR=	10GBASE-LR SFP Module
Cisco	2	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter
Cisco	3	Announce-Aux-R	SA-Announce Aux Site License Plus Paging Relay Hardware
Cisco	1	MEM2811-512D-GA	512MB DRAM Module Cisco 2811 Approved
Cisco	1	C2911-VSEC/K9	2911 Voice Sec. Router Bundle, PVDM3-16, UC and SEC License Provided
Cisco	1	PWR-2911-AC	2911 AC Power Supply
Cisco	1	S29UK9-15204M	2901-2921 IOS Universal
Cisco	4	HWIC-BLANK	Blank Faceplate for HWIC Slot on Cisco ISR
Cisco	2	PI-MSE-PRMO-INSRT	Insert, Packout - PI-MSE
Cisco	2	SM-S-BLANK	Removable FacePlate for SM Slot on Cisco 2900,3900,4400 ISR
Cisco	2	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)
Cisco	2	MEM-CF-256MB	256MB Compact Flash For Cisco 1900,2900,3900 ISR
Cisco	1	PVDM3-16U64	PVDM3 16-Channel to 62-Channel Factory Upgrade
Cisco	2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
Cisco	1	C2921-VSEC/K9	2921 UC Sec. Bundle, PVM3-32, UC and SEC License P
Cisco	1	PWR-2921-51-AC	2921/2951 AC Power Supply
Cisco	1	SM-D-BLANK	Blank faceplate for DW Slot on Cisco 2951 and 3925
Cisco	1	VWIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
Cisco	1	VIC2-4FXO	Four-Port Voice Interface Card-FXO (Universal)
Cisco	1	PVDM3-16U64	PVDM3 32-Channel to 64-Channel Factory Upgrade

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MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Cisco	1	VWIC3-2MFT-T1/E1=	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
Cisco	1	PVDM3-64=	64-Channel High-Density Voice and Video DSP Module Spare
Barracuda	1	BBS990AU11	Barracuda Backup Server 990 With 1 Year EU+IR+BU
Cisco	12	N20-BBLKD	UCS 2.5 Inch HDD Blanking Panel
Cisco	2	UCS-M3-V2-LBL	M3-v2 CPU Asset Tab ID Label (Auto-Expand)
Cisco	12	UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3
Cisco	4	UCS-M3-V2-LBL	M3 -v2 CPU Asset Tab ID Label (Auto-Expand)CPU Heat SInk for UCS B200 M3 and B420 M3
Cisco	6	UCSB-B200-M3-U	UCS B200 M3 Blade Server w/o CPU Memory HDD mLOM/Mezz (UPG)
Cisco	12	UCS-CPU-E52650B	2.60 GHz E5-2650 v2/95W 8C/20MB Cache/DDR3 1866MHz
Cisco	128	UCS-MR-1X162RZ-A	16GB DDR3-1866-MHz RDIMM/PC3-14900/Dual Rank/x4/1.5v
Cisco	6	UCSB-MLOM-40G-01	UCS VIC 1240 Modular LOM for Blade Servers
Cisco	1	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4x1G SFP, LAN Base, AC Power Cord, 16AWG
Cisco	5	SFP-10G-LR=	10G Base-LR SFP Module
Cisco	2	WS-C3850-24P-S	Catalyst 3850 24 Port PoE IP Base, 715W AC Config 1 Power Supply, CAT3850 Universal (v. 3.2.0SE) License, 50cm Type 1 Stacking Cable, Catalyst 3750X Stack Power Cable 30cm
Cisco	4	C3850-NM-2-10G	Catalyst 3850 2x10GE Network Module, North America AC Type A Power Cable
Cisco	4	PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply, Key for Cisco EnergyWise Management (JouleX) 45-day trial License
Cisco	1	WS-C3850-48F-S	Catalyst 3850 48 Port Full PoE IP Base, 1100W AC Config 1 Power Supply, CAT3850 Universal (v. 3.2.0SE) License, 50cm Tyoe 1 Stacking Cable, Catalyst 3750X Stack Power Cable 30cm
Cisco	1	WS-C3850-48F-S-RF	Catalyst 2850 48 Port Full PoE IP Base Remanufactured, North America AC Type A Power Cable
Cisco	1	WS-C960X48FPSL-RF	Catalyst 2960X48GigE PoE 740W, 4x1G SFP, LAN Base Refurbished, AC Power Cord, 16AWG
Cisco	1	UCUCS-EZ-C220M3S	UCS C220 M3 SFF Dual-4-Core/ 3.3GHz, 64GB RAM 8x300 GB 15K, Includes: 3.30 GHz E5-2643/130W 4C/10MB Cache/ DDR3 1600MHz, 8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35V, 300GB 6Gb SAS 15K RPM SFF HDD/Hot Plug/Drive Sled Mounted, MegaRAID 9271CV with 8 Internal SAS/SATA Ports with Supercap, Intel I350 Quad Port 1Gb Adapter, 16GB SD Card Module for UCS Servers, Heat Sink for UCS C220 M3 Rack Server, 650W Power Supply for C-Series Rack Servers, Rail Kit for C220, C22, C24 Rack Servers, Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
Cisco	3	C2901-VSEC/K9	2901 UC Sec. Bundle, PVDM3-16, UC & SEC License, FL-Cube 10, Includes 2901 AC Power Supply, Blank Faceplate for HWIC Slot on Cisco ISR, Unified Border Element Enterprise License - 5 Sessions, Cisco Config Pro Express on Router Flash, 512MB DRAM for Cisco 2901-2921 ISR (Default), 256MB Compact Flash, IP Base License, Security License, Unified Communication

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MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
			License License, IOS Universal, AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
Vmware	1	VWIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
Cisco	1	PVDM3-16U64	PVDM3 16-Channel to 64-Channel Factory Upgrade
Cisco	2	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)
Cisco	2	UCUCS-EZ-B200M3	UCS B200 M3, Dual-8-Core/2.7 GHz, 96GB Ram
Cisco	4	UCS-CPU-E5-2680	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600 MHz
Cisco	16	UCS-MR-1X041RY-A	4GB DDR3-1600-MHz RDIMM/PC3-12800/Single Rank/1.35v
Cisco	16	UCS-MR-1X082RY-A	8GB DDR3-1600-MHZ RDIMM/PC3-12800/Dual Rank/1.35v
Cisco	4	N20-BBLKD	UCS 2.5 Inch, HDD Blanking Panel
Cisco	4	UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3
Cisco	2	UCSB-MLOM-40G-01	UCS VIC 1240 Modular LOM for M3 Blade Servers
Cisco	32	UCS-EZ7-M16GB-4	UCS SP7 16GB 1866MHz 4PAK
Cisco	128	UCS-EZ7-16GB-MEM	16GB 1866MHz DRAM
Cisco	128	UCS-MR-1X162RZ-A=	16GB PC3-14900 1866MHz DDR3 RDIMM Dual RankX4 1.5V
Returning Equipment			
EMC	1	VNX53-KIT	Documentation Kit for VNX5300
EMC	1	VNXOE32	VNX Blk & File Oe Inyo
EMC	1	ADMNRP5300	VNX Monitoring and Reporting-5300
EMC	1	ESRS-GW-200	Secure Remote Support Gateway Client
EMC	1	456-005-705	Replication Manager: VNX5300
EMC	2	UNIU-V53	Unisphere Unified & VNX OE VNX5300
EMC	1	BASEP-V53	Base File License (CIFS/FTP) For VNX5300
EMC	1	ADVP-V53	ADV Fil Lic (NSF; MPFS) For 5300
EMC	1	EPAK-V53	Total Eficiency Pack for VNX5300
EMC	1	PS-BAS-ADMONR	Monitoring and Reporting Implement
EMC	2	M-PREHW-001	Premium Hardware Support
EMC	1	M-PRESW-011	Premium Software Support
EMC	1	WU-PREHW-001	Premium Hardware Support- warr upp
EMC	1	M-PRESW-011	Premium Software Support- Platform/ELM
EMC	10	CON-SNTP-SPINFRAF	Smartnet 24X7X4 UCS 6248 Fl w/12p L.
EMC	40	CON-SNTP-SPTVB200	Smart Play B200 M3 Server
EMC	10	CON-SNTP-SPINFRAC	Smartnet 24X7X4 UCS SP Base 5108 Bla
EMC	10	CON-SNTP-SPINFRAF	Smartnet 24X7X4 UCS 6248 Fl w/ 12p L.
EMC	20	CON-SNTP-C48UBS32	Smartnet 24X7X4 N5548UP Storage Solutions Bundle, 32 por
Cisco	103	CON-SNTP-SMS-1000	Q16211558
Cisco	9470	CON-SNTP-SMS-1	Q16211558
VmWare	2	VC-SRM5-25S-C	VCenter Site Recovery Manager 5 Standard 25 VM Pk
VmWare	10	VC-SRM5-25S-P-SSS-C	Prod SNS for Vcenter SRM 5 Standard 25 VM Pk
VmWare	4	VS5-MENT-C	VSPHERE W/OPS Mgmt Enterprise for 1 Proc
VmWare	20	VS5-MENT-P-SSS-C	Prod SNS VSphere w/ OPS Mgmt Enterprise for 1YR
VmWare	2	VS5-MENT-AK-C	Vsphere W/OPS Mgmt Ent AK for 6 Proc
VmWare	10	VS5-MENT-AK-P-SSS-C	Prod SNS Vsphere w/OPS Mgmt Ent AK for 6 Proc 1 Yr
Trend Micro	8	DXNA0280	Acad Deep Security Antimalware Virtual Svr Per CPU 1-10CPU
ProVantage	4	P71-07275	Winsvrdatactr Open License Program NL Lclgov 2PROC QLFD

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MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Varrow	2		Rack Setup
Varrow	1		VNX and Cisco UCS/Switching Implementation per SOW
Cisco	4	N10-MGT011	UCS Manager v2.1
Cisco	4	N55-LAN1K9	Layer 3 License for Nexus 5500 Platform
Nexus	4	N5KUK9-513N1.1	Nexus 5000 Base OS Software Rel 5.1(3)N1(1)
Nexus	4	N55-32P-SSK9	Nexus 5500 Storage License 32 Ports
Nexus	4	N55-BAS1K9	Layer 3 Base License for Nexus 5500 Platform
	1		Shipping and Handling charges
EMC	1	ADMNRP5300	VNX Monitoring and Reporting-5300
EMC	1	EPAK-V53	Total Efficiency Pack for VNX5300
EMC	1	PS-BAS-ADMONR	Monitoring and Reporting Implement
EMC	1	M-PRESW-001	Premium Software Support
EMC	1	WE-PREHW-001	Premium Hardware Support- Warr Upg
SPE	2		5 Year Warranty Exchange
New Horizons	1		Install Config ESX Server 5.2 VMWare Training for Two individuals, using 12 Technical Training Vouchers
Cisco	4	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM
Cisco	9	WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE 740W x SFP LAN Base
Cisco	9	CAB-16AWG-AC	AC Power cord 16AWG
Cisco	9	C2960S-STACK	Catalyst 2960S FlexStack Module optional for LAN Base
Cisco	9	CAB-STK-E-0.5M	FlexStack 50cm stacking cable
Cisco	20	CON-SNTP-WSC388FS	SMARTNET 24X7X4 Cisco Catalyst 3850 48 Port Full PoE IP
Cisco	45	CON-SNTP-2960S4FS	SMARTNET 24X7X4 Cat 2960S Stk48 GigE PoE 740W4xSFP Base
Cisco	2	FPR-VCUS-SOW-1	Network Refresh
VMWare	5	HZ-STE-10-C	Horizon Suite (10-Pack Named Users)
VMWare	25	HZ-STE-10-P-SSS-C	Production Support/Subscription for Horizon Suite for 1 Year
VMWare	1	LOE-140107-8465	Horizon View Proof of Concept
ViewSonic	34	28008208SC-EEEW-01-02	ViewCare Ext Wty with Express Exchange, ESA, 2Yr, 4th-5th Service, Maintenance from 04/09/2017 to 04/08/2019
ViewSonic	34	26850947SC-Z55_BK_US_0	ViewSonic SC-Z55, Ultra-Thin Form Factor, Tera2321, RAM 512, Maintenance from 04/09/2014 to 04/08/2017
Cisco	5	TRN-CLC-000	10 Prepaid Training Credits: Redeem W/ Cisco Learning Partner
Cisco	439	Announce-T1	SA-Announce T1 Per Endpoint License - Audio and Text Notification
Cisco	439	Announce-T1-PCS	1 Year of Syn-Apps Maintenance: T1 Par Endpoint
Cisco	439	Announce-T1-PCS-RWL	1 Year of Syn-Apps Maintenance: T1 Par Endpoint Year 2
Cisco	439	Announce-T1-PCS-RWL	1 Year of Syn-Apps Maintenance: T1 Par Endpoint Year 3
Cisco	1	Announce-Aux	SA-Announce License Fee For Redundant Server
Cisco	1	Announce-Aux PCS	1 Year of Syn-Apps Maintenance - SA-Announce Redundant Server
Cisco	2	Announce-Aux-PCS-RWL	1 Year of Syn-Apps Maintenance - SA-Announce Redundant Server
Cisco	3	Announce-Aux-R-PCS	1 Year of Syn-Apps Maintenance - SA-Announce Aux Site License Year 1
Cisco	3	Announce-Aux-R-PCS-RWL	1 Year of Syn-Apps Maintenance - SA-Announce Aux Site License Year 2
Cisco	3	Announce-Aux-R-PCS-RWL	1 Year of Syn-Apps Maintenance - SA-Announce Aux Site License Year 3
Cisco	2	TJ7322	Microsoft Windows Server 2012 R2 Standard OLP Single Language

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MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Cisco	1	R-CUWL-STD-K9	Unified Workspace Licensing - Top Level for STD
Cisco	439	LIC-UWL-STD-A	Servies Mapping SKU, Under 1K UWL STD Users
Cisco	1	JAB9-DSK-UWL-RTU	Jabber for Desktop Right to use Certificate
Cisco	1	JABBER-IM-RTU	Jabber For Everyone Right to Use
Cisco	1	WEBEX-UWL-S-PAK	WebEx PAK for CUWL Standard
Cisco	439	MIGE-CMAPP-UWL-STD	Migrate Enhanced UCM UCAPP Single User to STD - Install Base
Cisco	1	UCXN	Migrate from Unity Connection Standalone to CUWL
Cisco	1	UC-APPS-SW-9.0-K9	Version 9.0 Software Kit
Cisco	1	JAB9-DSK-UWL	Jabber for Desktop 9.x For CUWL Only
Cisco	1	CUP9-ONPREM-OPT	Included CUCM IM and Presence for on-premise use
Cisco	1	JABBER-IM-ADDON	Jabber for Everyone Additional IM Users
Cisco	439	UCSS-U-UWL-STD-5-1	UWL STD UCSS - 1 User 5 Year Sub
Cisco	1317	CON-ESW-LICUWLT	Essential SW Services Mapping SKU
Cisco	3	CON-ESW-RCUWLSK9	Essential SW Unified W-Space License - Top Level for STD
Cisco	6	CON-SNTP-UCB200M3	SmartNet 24X7X4 UCS B200 M3 Server
Cisco	2	ISR-CCP-EXP	Config Pro Express on Router Flash
Cisco	2	SL-29-IPB-K9	IP Base License For Cisco 2901-2951
Cisco	2	SL-29-SEC-K9	Security License For Cisco 2901-2951
Cisco	2	SL-29-UC-K9	Unified Communication License For Cisco 2901-2951
Cisco	3	FL-CUBEE-5	Unified Border Element Enterprise License - 5 Sessions
Cisco	3	CON-SNTP-2911VSEC	SmartNet 24X7X4 Cisco 2911 Voice Sec.
Cisco	2	FL-CME-SRST-25	Communication Manager Express or SRST - 25 Seat License
Cisco	1	FL-SRST	Survivable Remote Site Telephony License
Cisco	1	S29UK9-15102T	2901-2921 IOS Universal
Cisco	3	CON-SNTP-2921VSEC	SMARTNET 24X7X4 Cisco 2921 Voice Sec.
Cisco	1	RUCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery
Cisco	1	CCX-90-CMBUNDLE-K9	CCX 9.0 Promo Bundle available only with New CUCM or BE60
Cisco	1	JABBER-IM-RTU	Jabber for Everyone Right to Use
Cisco	15	LIC-CUCM-9X-ENH	UC Manager Enhanced 9.x License
Cisco	1	UCM-PAK	UCM 9X PAK
Cisco	15	LIC-CUCM-9X-ENH-A	UC Manager-9.x Enhanced Single User-Under 1K
Cisco	15	UCSS-U-UCM-A-3-1	UC Manger UCSS - 1 ENH User 3 Year Sub Tier A
Cisco	45	CON-ESW-LICCENHA	Essential SW UC Manager-9.x Enhanced Single User-Under
Cisco	1	JABBER-IM-ADDON	Jabber for Everyone Additional IM Users
Cisco	1	CUCM-VERS-9.X	CUCM Software Version 9.X
Cisco	3	CON-ESW-RUCLUCK9	Essential SW Top Level SKU For 9.
Cisco	4	VMW-VS5-ST-1A	Vmware vSphere 5 Standard (1 CPU), 1yr, Support Required
Cisco	4	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Serve
Cisco	20	CON-ISV1-VS5STD1A	ISV 24X7 VMware vSphere Standard, List Price is Annual
Cisco	1		Professional Services
Cisco	1		Freight
	1		Freight
	1		Freight
Ipswitch, Inc.	1	NM-7MEL-0160	What Up Gold Premium 300 Service Agreement w/ 12M Service
Ipswitch, Inc.	1	NA-6GBF-0160	What Up Gold WhatsConfigured Plug-in 100 New Devices w/ 12M Service

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MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Ipswitch, Inc.	1	NA-6MTV-0160	What Up Gold WhatsVirtual for WhatsUp Gold 300 New Devices w/12M Service
Ipswitch, Inc.	1	NA-6GUF-0160	What Up Gold Application Performance Monitoring 300 New Components w/ 12M Service, On-Line Training 4 Hour
Ipswitch, Inc.	1	IP-6000-0100	What Up Gold IPM IPAM 1024 New 12M
Microsoft	461	269-12445	OfficePro Plus ALNG License SAPk MVL Platform Windows - Multiple Windows Platform All Languages ESD Software
Windows	411	CX2-00094	Windows Enterprise for SAwMDOP ALNG Upgrade SAPk MVL Platform
Windows	400	W06-01066	CoreCal ALNG LicSAPk MVL Platform UserCAL - Windows - Multiple Windows Platform All Languages ESD Software
Windows	1	H30-00237	ProjectPro ALNG LicSAPK MVL w/ 1 Project Service CAL, Windows - Multiple Windows Platform All Languages ESD Software
Windows	2	FUD-00936	CIS Data Center ALNG LicSAPk MVL 2Proc, Windows - Windows Platform All Languages ESD Software
Windows	2	395-02504	Exchange Sever Ent ALNG SA MVL, Windows - Multiple Windows Platform All Languages ESD Software
Windows	1	H22-00479	Project Server - L/SA, Windows - Multiple Windows Platform All Languages ESD Software
Windows	1	H21-00595	ProjectSvrCAL ALNG License SAPk MVL UserCAL, Windows - Multiple Windows Platform All Landguages ESD Software
Windows	1	H04-00232	SharePoint Portal Server - L&SA Windows - Mulitple Windows Platform All Languages ESD Software
Windows	1	R39-00374	Microsoft Windows Server External Connector, All Languages, Windows - Multiple Windows Platform All Languages ESD Software
Windows	50	4ZF-00033	VDA ALNG Subs VL MVL Platform PerDvc, Windows - Multiple Windows Platform All Languages ESD Software
Windows	2	7NQ-00302	SQL SrvStdCore ALNG LicSAPk MVL 2 Lic Core Lic, Windows - Multiple Windows Platfor All Languages ESD Software
Cisco	6	CON-OSP-B200M3-U	Onsite 24x7x4 UCS B200 M3 Blade Server - 40 Months
Cisco	12	DXNA0587	ACAD Deep Sec Anti-Malware Per CPU Socket 11-100U
Cisco	1	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4x1G SFP, LAN Base, AC Power Cord, 16AWG
Cisco	2	CON-SNTP-WSC224SL	SMARTNET 24X7X4 Catalyst 2960-X 24 GigE PoE 370W, 4x1G
Cisco	4	GLC-LH-SMD=	1000Base-LX/LH SFP Transceiver Module, MMF/SMF, 1310nm, DOM
Cisco	4	SFP-10G-LR=	10G Base-LR SFP Module
Cisco	2	CON-SNTP-WS-C384PS	SMARTNET 24X7X4 Catalyst 3850 24 Port PoE IP Base
Cisco	2	CON-SNTP-WSC388FS	SMARTNET 24X7X4 Catalyst 3850 48 Port Full PoE IP
Cisco	1	WS-C3850-24P-S	Catalyst 3850 24 Port PoE IP Base, 715W AC Config 1 Power Supply, CAT3850 Universal (v. 3.2.0SE) License, 50cm Type 1 Stacking Cable, Catalyst 3750X Stack Power Cable 30cm
Cisco	1	CON-SNT-WSC388FS	SMARTNET 8X5XNBD Catalyst 3850 48 Port Full PoE IP
Cisco	1	WS-C2960S48FPSL-RF	Catalyst 2960S 48GigE PoE 740W 4 x SFP LAN Base REMANUFACTURED, AC Power Cord, 16AWG

Lease Schedule Number: **001R**

ATTACHMENT A

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Cisco	1	CON-SNT-2960S4FS	SMARTNET 8X5XNBD Catalyst 2960S Stk48 GigE PoE 740W, 4xSFP Base
Cisco	1	CON-SNT-WSC294SL	SMARTNET 8X5XNBD Catalyst 2960-x 48G
	1		Freight
VMware	4	11-1866-LIC-L1	TPP L1 Horizon View Standard Edition: 10 Pack (CCU)
VMware	16	11-1866-M1P	Production Support/Subscription for Horizon View Standard Edition: 10 Pack (CCU) for 1 Year
Vmware	1	CON-SNTP-UC220M3S	SMARTnet 24x7x4 UCS C220 M3 Server
VMware	2	VMW-VS5-ST-4A=	vSphere 5 Standard (1 CPU), 4yr, Support Required, Acceptance of Terms, Standalone VMW License for UCS Servers
VMware	2	CON-ISV1-VS5STD4A	ISV 24x7 Vmware vSphere Standard, List Price is Annual
Cisco	3	CON-SNTP-2901VSEC	SMARTnet 24x7x4 Cisco 2901 Voice Sec.
Cisco	2	FL-CME-SRST-5	Communication Manager Express or SRST - 5 Seat License, Cisco Survivable Remote Site Telephony License
Nexus IS, Inc.	1		Professional Services

Agreed to and Accepted:
WINTHROP RESOURCES CORPORATION
"LESSOR"

By: Barbara E K

Print Name: Barbara E. King

Title: ~~Executive Vice President~~

Date: 12/6/18

Agreed to and Accepted:
PENDER COUNTY, NORTH CAROLINA
"LESSEE"

By: George R. Brown

Print Name: George R. Brown

Title: Chairman of Board of Commissioners

Date: 12/3/18

DocuSign Envelope ID: 962A7788-F1F9-4281-805F-6BD38F2B9554

THIS IS A COPY
This is a copy view of the Authoritative Copy held by the designated custodian

LEASE SCHEDULE NO. 002

This Lease Schedule is issued pursuant to the Lease Agreement Number MA-0010993 dated April 1, 2021 (the "Lease Agreement"). The terms of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 002, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Lease Agreement.

LESSOR
TCF National Bank
11100 Wayzata Boulevard
Suite 800
Minnetonka, MN 55305

LESSEE
Pender County, North Carolina
805 South Walker Street
Burgaw, NC 28425

SUPPLIER OF EQUIPMENT
Various

LOCATION OF INSTALLATION
Same As Above

Term of Lease from Commencement Date: 36 months
Monthly Lease Charge: Month 1: $83,035.00; Months 2-5: $0.00; Thereafter: $16,607.00
Anticipated Delivery and Installation: March - May 2021
Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit in the amount of $16,607.00. If there is no event of default, this security deposit may be applied toward the total amounts due pursuant to this Lease Schedule.

EQUIPMENT

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Dell			VxRail, Memory, Unity 480
Dell and Davenport			Services, Software and Maintenance

This Lease Schedule Number 002 (this "Lease Schedule 002") is contingent on Lessee receiving any and all required approvals, including Local Government Commission approval, necessary to authorize Lessee's obligations hereunder. Lessee shall promptly provide Lessor with such documentation as Lessor shall request to verify that such approvals, including Local Government Commission approval have been received.

Lessee agrees that Lessor's obligations pursuant to Lease Agreement Number MA-0010993 and this Lease Schedule 002 are contingent upon Lessor 's receipt of a formal legal opinion from Lessee's counsel, in form and substance satisfactory to Lessor in its sole and absolute discretion.

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of equipment is accepted and the Commencement Date. The lease rate and associated Lease Charges are based on the applicable treasury rate published as of March 10, 2021. Lessee agrees to lease from Lessor Equipment that has an acquisition value of $641,474.00 with a Lease Rate Factor of 0.02588881. This Lease Schedule 002 shall commence on the earlier of the first of the month following installation of all equipment associated with this Lease Schedule 002 or the first day of the 23rd calendar month following the calendar month in which Lessee signed the Lease Agreement. Notwithstanding anything to the contrary contained in the fifth paragraph of Section 25 or any other section of the Lease Agreement, the lease rate factor and Monthly Lease Charge shall be fixed as set forth in this Schedule.

The parties agree that they may execute document by fax, PDF, or electronically, and that certain actions may be taken in reliance on such signatures. A signature executed and or delivered by fax, PDF, or electronically shall be equally valid and binding as an original signature, and the transmission by any means shall have the same legal effect as physical delivery of an original signature. Any party transmitting a faxed or PDF signature will deliver the original signature to the other party as soon as practicable.

LESSOR IS NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO LESSEE, AND LESSOR HAS NO FIDUCIARY DUTY TO LESSEE OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS LEASE AGREEMENT OR ANY OTHER DOCUMENT PROVIDED BY LESSOR IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. LESSEE HAS DISCUSSED THIS LEASE AGREEMENT WITH ITS OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS LESSEE DEEMS APPROPRIATE.

CERTIFICATION

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

Margaret C. Bell
(Signature of finance officer)

Agreed to and Accepted:
Huntington Technology Finance, Inc. successor/assignee of
TCF NATIONAL BANK
"LESSOR"

By: DocuSigned by: Carie Kerns (CCA6ADDF6661412...)
Print Name: Carie Kerns
Title: VP - Contracts
Date: 6/17/2021

Agreed to and Accepted:
PENDER COUNTY, NORTH CAROLINA
"LESSEE"

By: George R. Brown
Print Name: George R. Brown
Title: Chairman
Date: 4/12/2021

COPY VIEW

LEASE SCHEDULE NO. 002R

This Lease Schedule replaces Lease Schedule No. 002 and is issued pursuant to the Lease Agreement Number MA-0010993 dated April 1, 2021 (as amended by Amendment No(s). 1, the "Lease Agreement"). The terms of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 002R, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Lease Agreement.

LESSOR
Huntington Technology Finance, Inc.
Successor/assignee of TCF National Bank
2285 Franklin Rd.
Detroit, MI 48302

LESSEE
Pender County, North Carolina
805 South Walker Street
Burgaw, NC 28425

SUPPLIER OF EQUIPMENT
Davenport Group, Inc.

LOCATION OF INSTALLATION
Same As Above

Term of Lease from Commencement Date: 36 months
Monthly Lease Charge: Month 1: $83,035.00; Months 2-5: $0.00; Thereafter $15,699.60
Anticipated Delivery and Installation: March – June 2021

EQUIPMENT

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
SEE ATTACHMENT A			

This Lease Schedule Number 002R (this "Lease Schedule 002R") is contingent upon Lessee receiving any and all required approvals, including Local Government Commission approval, necessary to authorize Lessee's obligations hereunder. Lessee shall promptly provide Lessor with such documentation as Lessor shall request to verify that such approvals, including Local Government Commission approval, have been received.

Lessee agrees that Lessor's obligations pursuant to Lease Agreement Number MA-0010993 and this Lease Schedule 002R are contingent upon Lessor's receipt of a formal legal opinion from Lessee's counsel, in form and substance satisfactory to Lessor in its sole and absolute discretion.

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of equipment is accepted and the Commencement Date. The lease rate and associated Lease Charges are based on the applicable treasury rate published as of June 21, 2021. Should the treasury rate increase prior to or during the Installation Period, the lease rate will be adjusted. Lessee agrees to lease from Lessor Equipment that has an acquisition value of $606,424.00 with a Lease Rate Factor of 0.02588881. This Lease Schedule 002R shall commence on the earlier of the first of the month following installation of all equipment associated with this Lease Schedule 002R or the first day of the 23rd calendar month following the calendar month in which Lessee signed the Lease Agreement. Notwithstanding anything to the contrary contained in the fifth paragraph or Section 25 or any other section of the Lease Agreement, the lease rate factor and the Monthly Lease Charge shall be fixed as set forth in this Schedule.

LESSOR IS NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO LESSEE, AND LESSOR HAS NO FIDUCIARY DUTY TO LESSEE OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS LEASE AGREEMENT OR ANY OTHER DOCUMENT PROVIDED BY LESSOR IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. LESSEE HAS DISCUSSED THIS LEASE AGREEMENT WITH ITS OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS LESSEE DEEMS APPROPRIATE.

The parties agree that they may execute this Lease Schedule by fax or PDF, and that certain actions may be taken in reliance on faxed or PDF signatures. The parties therefore agree that a faxed or PDF signature hereon shall be equally valid and binding as an original signature, and the transmission of a faxed or PDF signature will have the same legal effect as physical delivery of an original signature. Any party transmitting a faxed or PDF signature will deliver the original signature to the other party as soon as practicable.

Agreed to and Accepted:
HUNTINGTON TECHNOLOGY FINANCE, INC.
"LESSOR"

By: _____

Print Name: _____

Title: _____

Date: _____

Agreed to and Accepted:
PENDER COUNTY, NORTH CAROLINA
"LESSEE"

By: _____

Print Name: _____

Title: _____

Date: _____

Lease Agreement Number: MA-0010993

Lease Schedule Number: 002R

ATTACHMENT A

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Davenport Industries	2		DELL EMC ES30X SOLUTION
	2		DELL EMC ES30X SOLUTION SUPPORT
	4		VXRAIL EXPANSION NODES - 4YR
	4		VXRAIL EXPANSION NODES 4YR SUPP
	2		VXRAIL RAM UPGRADE 960GB
	2		DELL EMC UNITY HYBRID SOLUTION
	2		DELL EMC UNITY HYBRID SOLUTION SUPP

Agreed to and Accepted:
HUNTINGTON TECHNOLOGY FINANCE
"LESSOR"

By: _____

Print Name: _____

Title: _____

Date: _____

Agreed to and Accepted:
PENDER COUNTY, NORTH CAROLINA
"LESSEE"

By: _____

Print Name: _____

Title: _____

Date: _____

(Rev. 6/16/21)

CERTIFICATE OF ACCEPTANCE

Lease Agreement Number: MA-0010993

Lease Schedule Number: 002

Certificate of Acceptance Number: 1

I hereby certify to Huntington Technology Finance, Inc. ("HTF") as assignee of the successor-in-interest of TCF National Bank that:

1) All of the items of Equipment on the attached Attachment A: (i) have been received; (ii) are in good working order; (iii) have been tested and inspected; (iv) are satisfactory in all respects; and (v) are acceptable for use;

2) All of the items of Equipment on the attached Attachment A were installed on the following date: _____, which is the Installation Date for the items.

3) I am authorized to execute and deliver this Certificate of Acceptance;

4) This Certificate of Acceptance represents (i) an acceptance of Equipment to be listed on the Lease Schedule referenced above (as such Lease Schedule may be amended, modified, revised, restated or otherwise changed) and leased by the Lessee pursuant to the terms of the Lease Agreement, and (ii) that the Lease Agreement is intended by the parties to be a lease of Equipment to be owned by HTF and not a loan, sale or lease intended as a sale or loan

5) HTF has performed all of its obligations;

6) HTF is authorized to pay the supplier(s) for the equipment; and

7) A faxed or PDF signature on this Certificate of Acceptance shall be equally valid and binding as an original signature, and the transmission of a faxed or PDF signature will have the same legal effect as physical delivery of an original signature, and that I will cause to be delivered the original signature to HTF as soon as practicable.

Lessee agrees that HTF's obligations pursuant to this Certificate of Acceptance are contingent upon HTF's receipt of an executed copy of each rider, schedule or other lease document enclosed herewith, in form and substance satisfactory to TCF in its sole and absolute discretion.

Agreed to and Accepted:

Pender County, North Carolina
"Lessee"

By: _____

Print Name: _____

Title: _____

Date: _____

Lease Agreement Number: MA-0010993

Lease Schedule Number: 002R

ATTACHMENT A

MANUFACTURER	QTY	MACHINE/MODEL	EQUIPMENT DESCRIPTION (including features)
Davenport Industries	2		DELL EMC ES30X SOLUTION
	2		DELL EMC ES30X SOLUTION SUPPORT
	4		VXRAIL EXPANSION NODES - 4YR
	4		VXRAIL EXPANSION NODES 4YR SUPP
	2		VXRAIL RAM UPGRADE 960GB
	2		DELL EMC UNITY HYBRID SOLUTION
	2		DELL EMC UNITY HYBRID SOLUTION SUPP

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	July 12, 2021
SUBJECT:	Approval of Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $53,478.01.

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

The ESRI GIS system and services are sole source. This ESRI Enterprise Agreement is for a three (3) year period, with year one (1) payment being $50,000.00, years two (2), and three (3) annual payments being the same. Funding in future years will be available in the Department of Information Technology Services's FY 2021 and 2022 Budgets and cost allocation plan. Currently, we're in year two 2 of the three (3) year agreement.

Both the Information Technology Services (ITS) Department and the Sheriff's Office split the cost for this service and budget accordingly to cover a 66/33 split (66-ITS/33-SO). Specifically, the purchase order requested is for $53,478.01 to include estimated taxes.

This renewal was budgeted and accounted for in the Information Technology Services (ITS) Department Budget account #445-404500 and Sheriff's Office Budget account #252-404500 for FY 21-22.

Department	Contribution Amount

ITS	$33,803.01
Sheriff's Office	$16,300.00
Est. Taxes (local/state)	*$ 3,375.00*
TOTAL	**$53,478.01**

ACTION REQUESTED:
To approve a Purchase Order and Renewal of ESRI Contract for GIS Licensing and Annual Maintenance in the amount of $54,478.01.

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/18/2021
To: Josh Norwood
Organization: County of Pender
Information Technology Services
Fax #: **Phone #:** 910-259-0129

From: Shannon Seifried
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2082
Email: sseifried@esri.com

Number of pages transmitted (including this cover sheet): 5

Quotation #26019431
Document Date: 05/10/2021

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752082
Fax #: 909-307-3083

Quotation

Date: 05/10/2021 **Quotation Number:** 26019431 **Contract Number:** SMALL GOVT ELA US

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Seifried

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

County of Pender
Information Technology Services
GIS
PO Box 1437
Burgaw NC 28425-1437
Attn: Josh Norwood
Customer Number: 370721

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
		Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ela_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.		
10	2	157007 ArcGIS Community Analyst Web App Online Term License Start Date: 07/30/2021 End Date: 08/09/2022	51.51	103.01
1010	1	168179 Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement Start Date: 08/10/2021 End Date: 08/09/2022	50,000.00	50,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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

Issued By: Shannon Seifried **Ext:** 2082

[SEIFRIEDS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752082
Fax #: 909-307-3083

Quotation

Date: 05/10/2021 **Quotation Number:** 26019431 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Item Subtotal		50,103.01
Estimated Taxes		3,375.00
Total	**USD**	**53,478.01**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[SEIFRIEDS]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752082
Fax #: 909-307-3083

Quotation

Date: 05/10/2021 **Quotation Number:** 26019431 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[SEIFRIEDS]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752082
Fax #: 909-307-3083

Quotation

Date: 05/10/2021 **Quotation No:** 26019431 **Customer No:** 370721 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[SEIFRIEDS]



January 31, 2020

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

Dear Erik,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

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

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

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

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

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

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

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

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

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

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

- Licenses are valid for the term of the EA.

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

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.

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

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

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

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

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

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

Thank you very much for your consideration.

Best Regards,

Christie Roland
croland@esri.com
(704) 541-9810 x8638

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/31/2020 To: 7/29/2020

Quotation # Q-395426

Date: January 31, 2020

Customer # 370721 **Contract #**

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

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

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$50,000.00	$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	$50,000.00	$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	$50,000.00	$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Subtotal:	$150,000.00
Sales Tax:	$10,125.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$160,125.00

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

For questions contact:	Email:	Phone:
Christie Roland	croland@esri.com	(704) 541-9810 x8638

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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

esri | THE SCIENCE OF WHERE

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/31/2020 To: 7/29/2020

Quotation # Q-395426

Date: January 31, 2020

Customer # 370721 **Contract #**

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

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

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

George R. Brown — **Signature of Authorized Representative**

7/6/2020 — **Date**

George R. Brown — **Name (Please Print)**

Chairman — **Title**

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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

For questions contact:	**Email:**	**Phone:**
Christie Roland	croland@esri.com	(704) 541-9810 x8638

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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

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

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

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

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

Table A
List of Products

Uncapped Quantities

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

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

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer*
Two (2) Esri CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 Insights in ArcGIS Enterprise
5 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested**	**2**
Self-Paced e-Learning	**Uncapped**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items
**Additional sets of backup media may be purchased for a fee

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

Term of Agreement: Three (3) years

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

Accepted and Agreed:

Pender County
(Customer)

By: George R. Brown
Authorized Signature

Printed Name: George R. Brown

Title: Chairman

Date: 7/6/2020

CUSTOMER CONTACT INFORMATION

Contact: Josh Norwood

Address: 805 S. Walker St.

City, State, Postal Code: Burgaw, NC 28425

Country: USA

Quotation Number (if applicable): _____

Telephone: 910-259-0129

Fax: 910-259-1530

E-mail: jnorwood@pendercountync.gov

1.0—Additional Definitions

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

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

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

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

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

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

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

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

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

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

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

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

2.0—Additional Grant of License

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

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

3.0—Term, Termination, and Expiration

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

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

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

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

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

4.0—Product Updates

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

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

5.0—Maintenance

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

a. Tier 1 Support

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

b. Tier 2 Support

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

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

6.0—Endorsement and Publicity

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

7.0—Administrative Requirements

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

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

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

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

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

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

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

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

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

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

9.0—Mergers, Acquisitions, or Divestitures

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

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

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

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

Pender County
Request for Board Action

TO:	Board of Commissioners
FROM:	Erik Harvey
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to SHI for Computer Replacement in the amount of $227,360.13.

SUMMARY:
The FY 21-22 Computer Replacement Schedule will replace 110 End-of-Life computers and 63 docking stations. Pender County has established a five (5) year replacement strategy to ensure all computers reach their End-of-Life (EoL). When financially possible, computers will be replaced within the fiscal year in which they are determined to be EoL. The computers on this year's replacement list are five (5) years old, out of warranty, and have internal components that will no longer support the Microsoft Windows 10 Operating System.

The County Manager's Office, Information Technology Services, and Finance Departments have mandated all departmental computer replacement schedules to be centralized to give the County more purchasing power to procure in bulk, reduce cost and accommodate space limitations when new computers arrive. This will also ensure that the computer(s) warranty start date will line up with the computer deployment schedule to comply with and maximize the 5 year computer replacement schedule.

Additional goals for this strategy include:

1. Ensuring employees have access to a computer with sufficient capability to support basic computing needs in fulfillment of their work responsibilities and the County's operational needs.

2. Ensuring that appropriate computing resources are available in training areas.

3. Implementing minimum standards for computing resources to increase the supportability of the County's installed base of equipment.

4. Streamlining the specification, acquisition, deployment and support of new equipment and re-deployment or disposal of old equipment.

5. Hardware Standardization to maintain a reliable and efficient computing environment for all users of the Pender County network, ITS has developed standards for hardware. The purpose of these standards are to:

    - Optimize the support levels that ITS provides.
    - Manage the cost of purchasing, replacing and support of technology.
    - Improve service by the use of automatic deployment of software.
    - Ensure that there is network compatibility for security and upgrades.

6. Improve employee efficiency
   Pender County employees are authorized to utilize (1) one computer either a laptop or desktop computer based on their position for work usage.

The Information Technology Services Department utilized the North Carolina State Contract 204A to purchase Dell computers. Funding for this purchase was allocated in each department's Fiscal Year 21-22 Budget.

ACTION REQUESTED:
Approval of a Purchase Order to SHI for Computer Replacement in the amount of $227,360.13. These were budgeted items and will be taken from the following departmental line items:

406000: Computer Expense
407100: Non-Depreciated Capital

STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)
STATEWIDE IT PROCUREMENT OFFICE

Statewide IT Contract Number	**204A - Microcomputers, Peripherals, and Related Services**
Bid / Solicitation Number	ITS-400203
Contract Award Type	MANDATORY
Current Effective Dates	August 1, 2017 through July 31, 2021 Renewals: Two (2) one year options
Contract Administrator	Debbie Patterson Email: debbie.patterson@nc.gov Tel: 919-754-6619

This contract can now be accessed via NC E-Procurement @ Your Service. If you are a user of this system, click https://buyer.ncgov.com/Ariba

SCOPE

1. The Department of Information Technology created this statewide term contract to provide a list of qualified Vendors for Agencies across the State to purchase microcomputers, associated peripherals, and value added services, with options to purchase additional maintenance and support. This contract is limited to microcomputers that operate Microsoft Windows, Chrome, and Android operating systems. Vendors shall only offer Agencies items listed in Table 1 under this contract. NCDIT Contract Administrator may remove a Vendor from this contract, if this Vendor offers Agencies, under this contract, items that are not listed in Table 1.

2. The 204A Statewide Term Contract is limited to items listed in Table 1:

Microcomputer Segment	Segment Description
Desktop Units	Traditional Personal Computers, Fixed Workstations, “All-in-Ones”, and Thin Clients with a conventional chassis, tower, mini-tower, or small form factor case
Portable Units	Laptops, Notebooks, Chromebooks, Ultra-Portable, Mobile Workstations, and other easily transportable devices with fixed displays and keyboards
2-in-1 Units	Device that can function in a traditional ‘clam-shell’ laptop configuration or as a light weight, touch screen tablet through a conversion using an integrated or detachable keyboard and mouse/trackpad
Tablet Units	Extremely portable solid state computing devices primarily characterized by a single touch screen input mechanism; may or may not include an attachable keyboard

Microcomputer Segment	Segment Description
Peripheral Components	Peripherals must be able to attach to, work with, and be supported by, the Desktop Units, the Portable Units, the 2-in-1 Units, the Tablet Units, and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals considered within the scope of this contract are monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to **$25,000**. It is not mandatory to use this contract for peripheral only purchases.
Value Added Services	Mandatory Value Added Services related to Microcomputers that Vendor shall provide are Basic Imaging, Asset Tagging, and Basic Installation. Vendor may provide additional Value Added Services as options, which may include but are not limited to, managed logistics / staggered delivery, bulk packaging, move / add / change services, data migration services, end user training, and end of life disposal / recycling services. For optional Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail that Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services.

Table 1: Scope of 204A Statewide Term Contract for microcomputers, associated peripherals, and value added services

3. This contract **does not include** the following products:

- Mobile Ruggedized Computers (see IT Statewide Term Contract 204B)
- Server Units – Rack-mounted, blades and tower models (see IT Statewide Term Contract 204S)
- Itanium, SPARC, or Power Series (aka UNIX) Workstations/Servers and Peripheral Components (see IT Statewide Term Contract 204C)
- Smartphones, handhelds, and other portable client devices that require cellular broadband services to provide intended functionality
- Printers and Printer Peripheral Components (see IT Statewide Term Contract 204D)
- Digital Cameras
- Hubs, Routers and Switches
- Uninterruptible Power Systems (UPS) and Surge Protectors
- Projectors
- Software (other than OEM version of operating system and system drivers and tools)

This contract is a **MANDATORY** Statewide Term Contract, with approved exceptions, for the use of **Executive Branch State Agencies**. For non-Executive Branch State Agencies this is a Convenience Contract, available, but not mandatory to those entities permitted by law to use this contract. Such entities presently include the North Carolina University System and its member campuses, instructional components of the Department of Public Instruction, instructional components of the North Carolina Community College System, and local (municipal and county) governments.

Agencies with the need to acquire services related not covered by this contract are required to follow the State of North Carolina IT procurement rules, consistent with 09 N.C.A.C. 06 A& B and established procedures of the Department of Information Technology (DIT).

VOLUME PURCHASING INITIATIVE

The State's Volume Purchasing Initiative for microcomputers and related peripherals is provided under this Statewide Term Contract. Please visit DIT's Bulk Purchasing page for more information about this cost-saving program.

VENDOR CONTACT INFORMATION

Table 2 contains the awarded Vendors' Ordering Address and Contact information. Orders shall be issued directly to the respective Vendor. To address service or pricing questions, please contact the Vendors listed below.

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
CDW-G (ACER)	Direct	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin kyleirw@cdw.com Phone: 203-851-7126 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915 **Customer Service / Technical / Warranty Support** Website Address: http://paapp.acer.com/AcspNet/Login.aspx Email Address: asp@acer.com Phone: 800-409-2237

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	Direct	One Dell Way RR8-MS-8741 Round Rock, TX 78682 Phone: 800-981-3355 Fax: 512-283-8421	**Inside Sales for State and Local Governments** Kris Ross Kris_Ross@dell.com Phone: 512-513-9031 **Outside Sales for State and Local Governments** Manny Veloza Manny.Veloza@Dell.com Phone: 272-5214 **Academic Sales (K-12 Local Education Authorities)** April Rider (Inside Sales) April_Rider@Dell.com Phone: 512-513-9972 Kevin Childs (Outside Sales) Kevin_Childs@Dell.com Phone: 919-592-7570 **Academic Sales (Higher Education & K-12)** Sean Miller Sean_R_Miller@Dell.com Phone: 512-513-9606 Sean Lough (Inside Sales) Sean_Lough@Dell.com Phone: 512-513-9314 Vincent Occhipinti (Outside Sales) Vincent_Occhipinti@Dell.com Phone: 919- 601-7482 **Customer Service / Technical / Warranty Support** Website Address: www.dell.com Email Address: http://www.dell.com/support/incidents-online/us/en/04/email/order-support Phone: 800-456-3355

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	CDW Government LLC	200 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin Kyle.irwin@cdw.com Phone: 866-769-8287 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915
	Davenport Group	Davenport Group 104 Belfast Avenue Lewisburg, TN 37091 Phone: 877-231-9114 Fax: 651-765-0774	**Sales for State & Local Govt. and Education** Brandon Cole bcole@davenportgroup.com Phone: 704-458-2277
	Presidio Networked Solutions LLC	5444 Wade Park Blvd. Suite 150 Raleigh, NC 27617	**Sales – State and Local Governments, Education** Shawn Alba Email: salba@presidio.com Phone: 919-323-8081

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	SHI International Corp. **(HUB VENDOR)**	290 Davidson Avenue Somerset, NJ 08873 Phone: 888-764-8888	**Sales – State and Local Government, Education** SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 **Outside Sales – State Agencies** Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 **Outside Sales – State Agencies** Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 **Outside Sales – Local Government (Charlotte Area)** Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 **Outside Sales – Local Government (Raleigh Area)** Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 **Sales – K-12** Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 **Sales – Higher Education (Universities)** Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 **Sales – Higher Education (Community Colleges)** Jeff Mazev Email: Jeff_Mazev@shi.com Phone: 914-364-3577

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Dell	Tiber Creek Consulting	10130 Mallard Creek Road Suite 300 Charlotte, NC 28262 Phone: 704-996-3718 Fax: 704-414-3801	**Inside Sales for State and Local Governments** Keith Bond Keith.bond@tibercreek.com Phone: 704-441-5405 Fax: 704-414-3801 **Outside Sales for State and Local Governments** David Lloyd David.lloyd@tibercreek.com Phone: 704-996-3718 Fax: 704-414-3801 **Academic Sales (K-12 Local Education Authorities)** Donald Junker don.junker@tibercreek.com Phone: 704-685-2479 Fax: 704-414-3801 **Academic Sales (Higher Education)** Jennifer Hillesland Jennifer.hillesland@tibercreek.com Phone: 704-614-0742 Fax: 704-414-3801
HP	Direct	14231 Tandem Blvd. Austin, TX 78728 Phone: 800-727-2472, Option 1, then Option 3 Fax: 800-825-2329	**Inside Sales for State & Local Government & K-12** JD Williams Jd.williams@hp.com Phone: 866-807-3445 **Outside Sales for State & Local Governments and K-12** Kevin Oakley Kevin.oakley@hp.com Phone: 919-369-0081 **Inside Sales for Higher Education** Myra Rodriguez Myra.ale.rodriguez@hp.com Phone: 877-311-3620 **Outside Sales for Higher Education** Boz Bell Boz.bell@hp.com Phone: 505-239-9081 **Order Status Questions** John Morlock john.d.morlock@hp.com **Customer Service / Technical / Warranty Support** Website Address: www.support.hp.com Phone: 800-334-5144

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
HP	Applied Data Technologies **(HUB VENDOR)**	8515 Crown Crescent Court Charlotte, NC 28227 Phone: 800-267-1419 Fax: 704-847-3077	**Inside Sales for State and Local Government** Jennifer Clabeaux Jennifer.Clabeaux@applieddatatech.com Phone:704-847-3000 Fax: 704-847-3077 **Outside Sales for State and Local Government** Terri Barnes Terri.Barnes@Applieddatatech.com Phone: 704-847-3000 Fax: 704-847-3077 **Academic Sales (K-12) Local Education Authority)** Lisa Windle LisaWindle@applieddatatech.com Phone: 704-847-3000 Fax: 707-847-3077 **Academic Sales (Higher Education**) Terri Barnes TerriBarnes@applieddatatech.com Phone: 704-847-3000 Fax- 704-847-3077
	BridgeTek Solutions LLC	744 East Stone Avenue Greenville, SC 29601 Phone: 864-214-0221	**Inside Sales for State and Local Governments** Kelley Turpin kturpin@bridgeteksolutions.com Phone: 704-517-3002 Fax: 864-214-0221 **Outside Sales for State and Local Governments** Tom Clinton tclinton@bridgeteksolutions.com Phone: 864-420-1785 **Academic Sales (K-12 Local Education Authorities)** Vance Milford vmilford@bridgeteksolutions.com Phone: 864-214-0221 **Academic Sales (Higher Education)** John Ulmer julmer@bridgeteksolutions.com Phone: 803-240-3579

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
HP	CDWG	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin Kyle.irwin@cdw.com Phone: 866-769-8287 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915
	Netcom Business Solutions, Inc.	2900 Village Drive Fayetteville, NC 28304 Phone: 888-638-8880 Fax: 910-486-4937	**Inside Sales for State and Local Government** Todd Jordan TJordan@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937 **Outside Sales for State and Local Government** Emily Kozel Emily@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937 **Academic Sales (K-12 Local Education Authorities)** Todd Jordan TJordan@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937 **Academic Sales (Higher Education)** Emily Kozel Emily@netcombsi.com Phone: 910-486-5040 Fax: 910-486-4937
	Southern Computer Warehouse (SCW)	1395 S. Marietta Parkway Bldg. 300, Suite 106 Marietta, GA 30067 Phone: 877-468-6729 Fax: 770-579-8937	**Sales for State and Local Government and Academic (K-12 and Higher Education)** Regan DeCastro regan.descastro@scw.com Phone: 770-579-8927, Ext. 248

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	Direct	8001 Development Drive Morrisville, NC 27560 Phone: 855-253-6686 Fax: 855-515-1782 **Contract Manager**: La Sandra Williams lwilliams2@lenovo.com Phone: 919-908-5414	**Inside Sales for State and Local Governments** Katie McMurray kmcmurray@lenovo.com Phone: 919-874-3411 **Outside Sales for State and Local Governments and Academic (K-12 Local Education Authorities)** Ryan Rand rrand@lenovo.com Phone: 919-986-9349 **Academic Sales (K-12)** Michael Kelley mjkelley@lenovo.com Phone: 919-244-7455 **Academic Sales (Higher Education)** Lora Eckler leckler@lenovo.com Phone: 301-919-5018 Fax: 855-515-1782 **Customer Service / Technical / Warranty Support** Website Address: http://support.lenovo.com/en_US/ Email Address: Please use the "Contact Us" link on the Support Webpage Phone: 800-426-7378
	Alphanumeric Systems, Inc.	3801 Wake Forest Road Suite 100 Raleigh, NC 27609 Phone: 800-638-6556 Fax: 919-872-1440	**Inside Sales for State and Local Governments** Terry Proctor tproctor@alphanumeric.com Phone: 919-376-4556 Fax: 919-872-1440
	Carolinas IT (d/b/a Logically)	1600 Hillsborough St. Raleigh, NC 27605 Phone: 877-798-3200 Fax: 919-856-0420	Krista Cathey krista.cathey@logically.com Phone: 919-573-4073 Fax: 919-856-0420

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	CDWG	230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 800-808-4239 Fax: 847-465-6800	**Inside Sales for State and Local Governments** Nicole Tuzzolino nicotuz@cdwg.com Phone: 866-850-5223 Fax: 847-990-8124 **Outside Sales for State and Local Governments** Kyle Irwin Kyle.irwin@cdw.com Phone: 866-769-8287 Fax: 847-990-8186 **Academic Sales (K-12 Local Education Authorities)** Charlie Celotto charlie.celotto@cdwg.com Phone: 866-850-5781 Fax: 847-990-8133 **Academic Sales (Higher Education)** Matt Wedge mattwed@cdw.com Phone: 980-250-1915
	ePlus Technology, Inc.	511 Davis Drive Suite 350 Morrisville, NC 27560 Phone: 919-767-2979	**Inside Sales for State and Local Governments** Kelly Manning kmanning@eplus.com Phone: 910-679-3726 **Outside Sales for State and Local Governments and Academic (K-12 Local Education Authorities)** Kevin English kenglish@eplus.com Phone: 919-767-1536 **Academic Sales (Higher Education)** Robbie Caldwell Robbie.caldwell Phone: 919-767-2966

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor/Reseller Contact Information
Lenovo	SHI International Corp. **(HUB VENDOR)**	290 Davidson Avenue Somerset, NJ 08873 Phone: 888-764-8888	**Sales – State and Local Government, Education** SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 **Outside Sales – State Agencies** Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 **Outside Sales – State Agencies** Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 **Outside Sales – Local Government (Charlotte Area)** Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 **Outside Sales – Local Government (Raleigh Area)** Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 **Sales – K-12** Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 **Sales – Higher Education (Universities)** Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 **Sales – Higher Education (Community Colleges)** Jeff Mazev Email: Jeff_Mazev@shi.com Phone: 914-364-3577

Table 2: Awarded Vendor's Address and Assigned Contact Information

PRICING

See Table 3 below for minimum discounts off MSRP by Vendor by Segment / Sub-Segment. To obtain specific pricing, go to NC E-Procurement @ Your Service and use the vendors' Punchout Catalogs in E-Procurement.

Minimum Discount % Off MSRP					
Segment	**Sub-Segment**	**CDW-G**	**Dell**	**HP**	**Lenovo**
Desktop Units	Desktops	4%	14%	12%	34%
	Fixed Workstations	4%	14%	22%	34%
	All-In-Ones	4%	14%	12%	34%
	Thin Clients	4%	14%	16%	34%
	Value Models	N/A	14%	1%	3%

Minimum Discount % Off MSRP					
Segment	**Sub-Segment**	**CDW-G**	**Dell**	**HP**	**Lenovo**
Portable Units	Laptops	4%	14%	12%	34%
	Notebooks	4%	14%	12%	34%
	Chromebooks	4%	14%	8%	34%
	Mobile Workstations	4%	14%	18%	34%
	Ultra-Portables	4%	14%	13%	34%
	Value Models	N/A	14%	1%	3%
2-in-1 Units	2-in-1s	4%	3%	16%	34%
	Value Models	N/A	3%	1%	3%
Tablet Units	Tablets	4%	3%	13%	34%
	Value Models	N/A	3%	1%	3%
Peripherals	Monitors	4%	5%	10%	6%
	Value Models (Monitors)	N/A	5%	1%	3%
	Docking Stations	4%	5%	19%	20%
	Input Devices	4%	5%	19%	20%
	Memory	4%	5%	19%	20%
	Hard Drives	4%	5%	19%	20%
	Carrying Cases	4%	5%	19%	20%
	Cables	4%	5%	19%	20%
	All Other Peripherals	4%	5%	19%	20%
Extended / Upgraded Warranties	Desktop Units	4%	17%	20%	20%
	Portable Units	4%	17%	20%	20%
	2-in-1 Units	4%	17%	20%	20%
	Tablets	4%	17%	20%	20%
	Monitors	4%	17%	20%	20%
Maintenance / Support Services	Desktop Units	4%	17%	20%	20%
	Portable Units	4%	17%	20%	20%
	2-in-1 Units	4%	17%	20%	20%
	Tablets	4%	17%	20%	20%
	Monitors	4%	17%	20%	20%

Table 3: Minimum Discount % Off MSRPs

Vendor may provide more favorable terms to the State for these items at any time during the contract.

If, during the life of this contract, a Manufacturer directly offers any special price incentives beyond what Vendors agreed to provide under this Statewide Term Contract, whether temporary or permanent, then the Vendors must make such special pricing available to all Agencies eligible to purchase from the contract.

ABNORMAL QUANTITY

Any requirement that exceeds **$75,000** must be forwarded to the NCDIT Contract Administrator listed on the first page of this document for approval. The NCDIT Contract Administrator, in consultation with the procuring Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at current pricing with current Vendor(s)
2. Additional discounts from current pricing level may be negotiated with current vendor(s) or approved resellers
3. A separate Invitation for Bids may be issued for the requirement
4. The request may be included in the next scheduled Volume Purchasing Initiative

TRANSPORTATION CHARGES

Transportation shall be **FOB Destination,** unless otherwise specified in the solicitation document or purchase order. Freight, handling, charges for pallets, charges for special shipping requirements and distribution charges shall be included in the total price of each item. Any additional charges included on the invoice shall not be honored for payment, unless authorized by change order by the Agency. In cases where parties other than the Vendor ship materials against this order, the shipper shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing lists shall accompany each shipment.

DELIVERY

Vendor will complete delivery within twenty-one (21) consecutive calendar days after receipt of a Purchase Order.

RETURN OF MERCHANDISE

A Microcomputer device or related peripheral that is not performing per the specification in this IFB may be returned to the Vendor without penalty if a resolution is not achieved within thirty (30) calendar days at no additional cost to the State. Vendor shall not charge any restocking fee for unopened Microcomputer devices or related peripherals that are returned within thirty (30) calendar days of delivery date.

WARRANTY

The Vendors warrant that all equipment furnished under this contract will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

EXTENDED WARRANTIES/SERVICE OPTIONS

Extended and/or Upgraded warranty service options to include quicker resolution of hardware problems, after hour support, etc. may be offered. Contact Vendor for Extended/Upgraded Warranty information on specific computer models.

ENVIRONMENTAL PROGRAMS

All Desktops, Portable Units, and Monitors offered under this contract shall meet or exceed the EPA Energy Star Requirements and shall meet or exceed the EPEAT Silver requirements.

TAXES

The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this contract. Applicable State or local sales taxes shall be invoiced as a separate item.

VALUE ADDED SERVICES

Contract related value added services may be provided by the Vendors. Value added services may be, but are not limited to, training, installation, asset tagging or imaging. These additional services will be negotiated

by the Agency with the contract holder in accordance with IT Policies and Procedures. The Agency is responsible for reviewing and amending if necessary the scope of work prior to order placement.

Table 4 contains a list of maximum pricing for certain Value Added Services offered by the Vendors. Agencies may negotiate lower pricing with the Vendors depending upon the size and scope of the services needed for a specific procurement.

For Desktops and Portables (per unit cost)				
Value Added Service	CDW-G	Dell	HP Inc	Lenovo
Basic Imaging	$25.00	$18.00	$10.00	$19.00
Asset Tagging	$5.00	$15.00	$5.00	$6.00
Basic Installation	$188.00	$145.00	$65.00	$65.00

Table 4: Value Added Services Not to Exceed Pricing per Unit

HISTORY

2020-08-24: Updated SCW contact information.
2020-08-17: Updated Dell contact information. Updated SHI contact information.
2020-07-10: Updated Carolinas IT name to Carolinas IT, dba Logically.
2020-07-07: Updated SHI contact information.
2020-06-25: Updated Alphanumeric, ePlus, Davenport Group, and SHI contact information. Updated Lenovo ordering address. Exercised first one-year renewal option on contract.
2020-06-08: Updated CDWG contact information.
2020-04-17: Updated Presidio contact information.
2020-04-06: Updated Dell contact information
2020-01-14: Updated CDWG contact information
2019-11-18: Added Presidio Networked Solutions and SHI as Dell 204A resellers.
2019-10-21: Updated Lenovo contact information.
2019-07-24: Updated HP contact information.
2019-04-17: Updated Lenovo contact information.
2019-03-20: Updated Lenovo contact information
2019-02-05: Removed inactive link to E-Procurement
2018-11-06: Added BridgeTek Solutions as HP 204A reseller. Removed United Data Technologies
2018-10-25: Updated HP contact info.
2018-07-30: Updated Dell contact info.
2018-06-19: Updated Lenovo contact info.
2018-04-05: Updated Dell contact info.
2018-02-13: Added Davenport Group as Dell 204A reseller.
2018-01-31: Updated Lenovo contact information.
2018-01-23: Added ePlus as Lenovo 204A reseller and removed SCW as Lenovo 204A reseller; Added CDWG and Tiber Creek Consulting as Dell 204A reseller.
2017-12-22: Added CDWG as Lenovo 204A reseller.
2017-09-29: Added SCW as Lenovo 204A reseller.
2017-09-18: Updated Lenovo contact info.
2017-09-13: Added CDWG, Southern Computer Warehouse, and United Data Technologies, Inc. as HP 204A resellers
2017-08-22: Updated HP contact info.
2017-08-03: Updated HP contact info.
2017-08-11: Updated Dell contact info.

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Pricing Proposal
Quotation #: 20643146
Created On: 6/21/2021
Valid Until: 7/24/2021

NC PENDER COUNTY

Angela Blake
28421
United States
Phone: (910) 259-1260
Fax: (910) 259-1530
Email: ablake@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	Mobile Precision 3561 Dell - Part#: 3000089711468.1 **Note:** Standard Laptop 15" - Precision 3551 - i5/16GB/256GB SSD	53	$1,919.96	$101,757.88
2	Mobile Precision 3561 Dell - Part#: 3000089711750.1 **Note:** Performance Laptop 15" - Precision 3551 - i7/32GB/512GB SSD	7	$2,413.13	$16,891.91
3	Dell Latitude 9410 2-in-1 Dell - Part#: 3000089711919.1 **Note:** Executive 2-n-1 - 14" - Latitude 9410 2-n-1 - i7-10610U/16GB/256SSD	9	$1,692.69	$15,234.21
4	Dell Latitude 5420 Dell - Part#: 3000089712204.1 Contract Name: Microcomputers and Peripherals Contract #: 204A **Note:** Rugged 14" - Latitude 5420 - i5-8350U/8GB RAM/256GB SSD/Verizon/5yr PSP -Express Card Slot -NA, Bluetooth added.	24	$2,506.87	$60,164.88
5	OptiPlex 3080 Micro Dell - Part#: 3000089712397.1 **Note:** Intel Core i5-10500T/16GB DDR4/256GB SSD/Windows 10 Pro/3 Year ProSupport	12	$796.83	$9,561.96
6	Precision 3650 Tower Dell - Part#: 3000089712875.1 **Note:** Desktop tower - i5-11500/16GB RAM/256GB SSD/NVIDIA Quadro P400	5	$1,340.40	$6,702.00
7	Dell Thunderbolt Dock- WD19TBS Dell - Part#: 3000089712993.1	62	$270.53	$16,772.86
8	Latitude Rugged Display Port Desk Dock, Customer Kit Dell - Part#: 3000089713115.1	1	$274.43	$274.43
			*Tax	$15,346.81

Total $242,706.94

*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.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Fairway Ford for the Purchase of a Ford F350 Truck in the amount of $38,000

SUMMARY:
The Health Department requests to purchase a Ford F350 4 Wheel Drive Flat Bed Truck for Mosquito Control from Fairway Ford. Funds were approved to purchase the vehicle during the FY 21-22 Budget process by the Board of County Commissioners. The Health Department requested quotes from 4 dealerships (Fairway Ford, Bill Carone Ford, Capital Ford in Raleigh and Performance Ford in Clinton). We received 3 quotes from 4 of the dealerships. The quotes received were all very close in comparison. We request approval for a purchase order to Fairway Ford in the amount of $38,000.

900079-407403 $38,000

ACTION REQUESTED:
The board is requested to authorize a purchase order to Fair Way Ford for the purchase of a Ford F350 Truck in the amount of $38,000

Donna Ramos

From: Hugh Highsmith, III <hugh3@fairwayfordburgaw.com>
Sent: Wednesday, June 23, 2021 1:52 PM
To: Donna Ramos
Subject: [External]f350 4x4 flatbed quote

Follow Up Flag: Follow up
Flag Status: Completed

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

Donna,

Please find below specifications and pricing to order a new 2022 Ford F350 regular cab dual rear wheel two wheel drive truck with flatbed.

Pricing is based on ordering a vehicle from Ford Motor Company and reflects the current North Carolina State Price Concession amount negotiated between Ford Motor Company and the State of North Carolina for this vehicle line.

The current order to delivery time is 6-7 months.

Specifications:
New 2022 Ford F350 regular cab four wheel drive, dual rear wheel truck
145" wheelbase/60" cab to axle length
6.2L gasoline engine
Automatic overdrive transmission with 10 forward gears
3.73 standard rear axle (not limited slip)
Air conditioning
Power steering and power anti-lock brakes
Tilt and telescoping steering column
Power windows/door locks/windows
AM/FM radio with clock
Reverse camera mounted on flatbed body frame above trailer hitch
Vinyl seating surfaces
Full vinyl floor covering (floor mats not included with vinyl floor)
9' steel stationary flatbed body painted black
Head board with window
Trailer hitch receiver tube
7 pin trailer wiring
Mud flaps
Back up alarm

Selling Price of truck: $31,915.00 (excludes tax, title, license and registration fees)
Price of Flatbed Body: +4,948.00 (Price of body could increase due to rapidly rising raw material prices)
Total Truck and Body: $36,863.00 (Assumes that the price of the body does not increase)

Please note: Due to rapidly increasing prices for raw materials, body manufacturers will not guarantee a price for more than 30 days. Due to long lead times for the production of vehicles at this time, the truck is unlikely to be built

before January 2022. The body price includes a 10% allowance for potential price increases but if the price of the body increases by more than the 10% factored in the price, the total price of the unit may change.

Please feel free to call me with any questions regarding this quote.

Respectfully Submitted,

Hugh B. Highsmith, III

PERFORMANCE AUTOMOTIVE

CHRYSLER DODGE Jeep RAM Ford

2022 Ford F-350 Cab Chassis
Regular Cab, Dual Rear Wheel

North Carolina Statewide Vehicle Contract #202100002

Category G - Cab Chassis

Contract Term Dates: May 10, 2021 - May 9, 2023

Standard Features

6.2 Liter, 2 Valve SOHC EFI Gas V-8 Engine	Manual Windows Front/Rear
10 Speed, 10R140 Transmission	SYNC - 1 USB Port, Voice Recognition
200 Amp Alternator	AM/FM MP3 Player
650 CCA, 72 AH Battery	Front Tow Hooks
40 Gallon Aft Rear Axle Fuel Tank	7 Wire Trailer Wiring Harness
Black Bumper/Grill	Stationary Elevated Idle Control
Quad Beam Halogen Headlamps	Vinyl Floor/Vinyl Seats - 40/20/40 w/armrest
LED Roof Mounted Clearance Lights	Overhead Console with 6 Upfitter Switches
17" Painted Steel Wheels	Manual Locks

Drivetrain Configurations

6.2L Gas V-8 Engine	☐	F3G-640A	F-350 Chassis, 2WD REG CAB, XL Trim, DRW, 60CA	$ 28,769.02
	☑	F3H-640A	F-350 Chassis, 4WD REG CAB, XL Trim, DRW, 60CA	$ 31,907.95

NC70A Base Vehicle Configuration

Base Body Configuration

145	145" Wheel Base, 60" Cab to Axle	Base

Base Powertrain Configuration

996	6.2L EFI V-8 Engine	Base
44G	10 Speed Automatic Transmission	Base

Base Interior Configuration

Z1	Oxford White Color	Base
A	Vinyl 40/20/40 Seat	Base
S	Medium Earth Grey	Base

Base Package / Options

640A	XL Equipment Package	Base
572	Dual Zone HVAC	Base
TD8	LT 245/75R17 Black Side Wall All Season Tires	Base
64A	17" Steel Wheels	Base
X37	3.73 NON Limited Slip Rear End	Base
90L	Power Equipment Group *(PWR Windows/Locks, Remote Keyless Entry)*	Base
153	Front License Plate Bracket	Base
GVWR	14,000LB GVWR	Base
63A	Utility Light System	Base
65Z	Aft Axle Fuel Tank	Base
Mirror	Telescoping Power Trailer Tow Mirrors	Base

	Code	Trim / Frame Upgrades	
☐	643A	Upgrade to XLT Trim Level	$ 3,730.73
☐	84CA	Extend Chassis Length to 84" CA (169" Wheel Base)	$ 275.00

	Code	Powertrain Options	MSRP	6% Disc
☑	996/44S	6.2L 2 Valve Gas SOHC EFI NA V8 (Flex Fuel)	STD	STD
☐	99N/44G	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift®	$ 1,885	$ 1,771.75
☐	99T/44G	6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20	$ 10,579	$ 9,944.61

	Code	Available Factory Options	MSRP	6% Disc
		Note: All Options May Not Be Compatible. Submit Build Request For Final Build Confirmation.		
		Tires/Wheels		
☐	TBM	LT245/75Rx17E BSW A/T Tires	$ 165	$ 155.10
☐	64J	Forged Polished Aluminum Wheels	$ 600	$ 564.00
☐	945	Stainless Steel Wheel Covers	$ 380	$ 357.20
☑	512	Spare Tire, Jack & Wheel	$ 350	$ 329.00
		Axle Configuration		
☐	X4N	4:10 Limited Slip Differential (Powerstroke Diesel Only)	$ 360	$ 338.40
☑	X4L	4:30 Limted Slip Differential (Gas engine option)	$ 350	$ 329.00
		Packages		
☐	96V	XL Value Package	$ 395	$ 371.30
☐	17F	XL Chrome Décor Group	$ 220	$ 206.80
		Functional		
☐	41H	Engine Block Heater	$ 100	$ 94.00
☐	52B	Trailer Brake Controller	$ 270	$ 253.80
☐	18B	Running Boards	$ 445	$ 418.30
☐	59H	Center High Mount 3rd Brake Light	N/C	N/C
☐	872	Rear View Camera and Prep Kit (Includes Camera w/wiring)	$ 415	$ 390.10
☐	153	Front License Plate Bracket	N/C	N/C
☐	43C	110V/400W In dash Outlet	$ 175	$ 164.50
☐	525	Cruise Control	$ 235	$ 220.90
☐	63G	Bright Grill	N/C	N/C
☐	41P	Skid Plates (4wd Only)	$ 100	$ 94.00
☐	43B	Rear Window Defrost (Requires 924 Privacy Glass)	$ 60	$ 56.40
☐	924	Privacy Glass	$ 30	N/C
☐				$ -
		Interior Options		
☐	LS	Vinyl 40/Mini Console/40	$ 355	$ 333.70
☐	4S	Cloth 40/Mini Console/40	$ 515	$ 484.10

	Code	Additional Options	MSRP	6% Disc
☐	Color	Extra Cost Fleet Color - See Below	$ 660	$ 620.40
☐				$ -
☐				$ -
☐				$ -
☐				$ -

Code	Emergency Equipment/Lighting Upfit	
☐		
☑ CMRD	CM Truck Bodies - RD Flatbed/Gooseneck 9' Body	$ 4,565.00
☐		
☐		

Code	Standard Colors	Quantity
☐ UM	Agate Black Metallic	
☐ HX	Antimatter Blue Metallic	
☐ B3	Atlas Blue Metallic	
☐ M7	Carbonized Gray Metallic	
☐ JS	Iconic Silver Metallic	
☑ Z1	Oxford White	1.00
☐ PQ	Race Red	
☐ D1	Stone Gray Metallic	
☐ GR	Green *(Extra Charge Color - PGR)*	
☐ W6	Green Gem (Extra Charge Color - PW6)	
☐ MB	Orange (Extra Charge Color - PMB)	
☐ BY	School Bus Yellow (Extra Charge Color - PBY)	
☐ E4	Vermillion Red (Extra Charge Color - PE4)	
☐ AT	Yellow (Extra Charge Color - PAT)	

Enter Quantity Here

Total Price Per Vehicle: $ 36,801.95

Number Units This Spec: 1.00

Total this Order: $ 36,801.95

Notes & Instructions:

Quote Date: 6-22-2021

Includes power windows/locks/keyless entry

Included CM - RD flatbed gooseneck body installed with receiver hitch and wiring

Agency Information:

Agency Name: Pender County
Contact: Donna Ramos
Position:
Address 1:
Address 2:
City, State, Zip:
Office Phone: 910-259-1474
Cell Phone:
Email: dramos@pendercountync.gov
Fax:

Gene Daniel
Government Sales Manager
605 Warsaw Road
Clinton, North Carolina 28328
gdaniel@ramclinton.com
(910) 592-5337 Dealership

Amy Hill
Government & Fleet Sales
1555 Old Dairy Road
Columbia, South Carolina 29201
ahill@ramclinton.com
(336) 687-7964 Cell

Order No: 9999 Priority: A3 Ord FIN: QB444 Order Type: 5B Price Level: 230
Ord PEP: 640A Cust/Flt Name: PENDER PO Number:

		RETAIL
F3H	F350 4X4 CHAS/C	$40525
	145" WHEELBASE	
Z1	OXFORD WHITE	
A	VNYL 40/20/40	
S	MEDIUM EARTH GR	
640A	PREF EQUIP PKG	
	.XL TRIM	
572	.DUAL ZONE EATC	NC
	.AMFM/MP3/CLK	
996	6.2L EFI V8 ENG	NC
44G	10-SPD AUTOMATC	NC
TD8	.LT245 BSW AS 17	NC
X4L	4.30 LTD SLIP	350
	FLEET SPCL ADJ	NC
18B	PLAT RUNNING BD	320
872	RR CAM & PREP K	415
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	DEST AND DELIV	1695

TOTAL BASE AND OPTIONS 43655
TOTAL 43655
THIS IS NOT AN INVOICE
*TOTAL PRICE EXCLUDES COMP PR

		RETAIL
	14000# GVWR PKG	
425	50 STATE EMISS	NC
	JOB #1 BUILD	
512	SPARE TIRE/WHL2	350
61J	JACK	NC
65Z	AFT AXLE TANK	NC
794	PRICE CONCESSN	

TOTAL BASE AND OPTIONS 43655
TOTAL 43655
THIS IS NOT AN INVOICE
*TOTAL PRICE EXCLUDES COMP PR

* MORE ORDER INFO NEXT PAGE *
F8=Next

Price $36855

- price does not include tax & tag
- price includes attached bed installed
- If unit is not ordered by 6/30/21 the price will be $37655

F7=Prev
F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library F9=View Trailers
S099 - PRESS F4 TO SUBMIT QC07932

Bill Caranc

KNAPHEIDE
SINCE 1848

Garner NC 27529
Phone: 919-334-9360
Fax: 888-637-9626
raleigh.knapheide.com

Quote ID: GB00007154

Customer: BILL CARONE FORD
Po Box 787
Wallace NC 28466

Contact: Fred Lanier
Phone: 910-285-2139
Fax:

Quote Number: GB00007154
Quote Date: 3/4/2021
Quote valid until: 4/3/2021

Prepared By: gbursey
Salesperson: Mike Yannielli
PO#:

Enduser:

Make: FORD	*Model:* F-350	*Year:* 2021	*Single/Dual:* DRW
Cab Type: REGULAR	*Wheelbase:* 137.0	*Cab-to-Axle:* 56.0	*VIN:* TBD

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1			$3,282.43	$3,282.43
1	KNAP PVMXS-89C	PVMXS-89C VALUE-MASTER X STEEL PLATFORM BODIES		
1	KNAP 80021960	MOUNTING KIT FOR 8 PLATFORMS ON 2017-LATER FORD 56 CA CHAS		
1	BENC 82013905	KIT MTG TG BX & MUDF FLP PG/		
1	AERO MUDFLAP 20X30	20X30 FLAP W/LOGO		
1	BUYE 400BZ	BRACKET ANTI-SAIL GALVINIZED 5		
65	PAIN MAT	Knapheide Truck Equipment cannot warrant an exact color match of the body to the truck and only warrants that the paint color code matching the paint code of the truck or supplied by the customer will be used in the painting process. The signed quote acknowledges that the customer accepts that truck and body color match may not be exact		
25	MISC SUPPLIES	SUPPLY ITEMS		
1	POLL 11-893	7 POLE PLASTIC TRAILER PLUG		
1		**FLATBED OPTIONS**	$1,342.01	$1,342.01
		96 SERIES WELD ON BULKHEAD		
1	KNAP BHR4096C	WELD ON HEAVY DUTY REINFORCED BULKHEAD, 40" HIGH X 96" WIDE, BLACK - LOOSE		
1			$100.00	$100.00
1	KNAP 20118570	INSTRUCTIONS & GROMMET FOR USE OF FORD FACTORY CAMERA		
1	DISCOUNT	DISCOUNT 2021 SHERIFF'S BID PRICE ADJUSTMENT	($425.20)	($425.20)
			Quote Total:	$4,299.24
			Discount:	$0.00
			Total Due(Sales tax not included):	$4,299.24

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	July 12, 2021
SUBJECT:	Emergency Management Vehicle Purchase

SUMMARY:
The 2021-2022 capital outlay budget approved for replacing a 2013 Ford F-250 vehicle. This will replace a vehicle that has been having mechanical problems and has 161,000 miles on it. This vehicle will be purchased through the North Carolina Sheriffs Association. This vehicle will be used by Emergency Management staff. This a 2022 Ford F-250 will accommodate the equipment and support operations required.

Funds for this expenditure are budgeted in Emergency Management Capital Outlay-Vehicle 525-407403.

ACTION REQUESTED:
The Board of Commissioners is requested to authorize a purchase order in the amount of $32,110 to Fairway Ford to purchase a 2022 Ford F-250 Crew Cab 4x4 Pickup Truck.

Fairway Ford, Inc.

444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

June 15, 2021

Tommy,

The quote you requested for the 2022 Ford F250 is below.

2022 Ford F250 Crew Cab 4X4 160" Wheelbase as per NCSA specifications plus the following requested options:

- (TBM) LT245 BSW AT Tires
- (90L) Power Equipment Group
- (52B) Trailer Brake Controller
- (525) Cruise Control
- (1S) Med Earth Gray Cloth 40/20/40 Front Seat

Price to Order this unit as per above specifications: $32,110.00

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson
Financial Services Manager
Fairway Ford, Inc.
Burgaw, NC
Phone: (910) 259-2371
Fax: (910) 259-9638

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to American Greenz for $130,000 for Electronics Recycling/Disposal for FY22

SUMMARY:
Televisions and other electronics require special handling, and are required to be recycled and have materials recovered to the extent possible. The recycling companies have certain requirements for packaging and delivery of the material, which this vendor provides, in addition to the pickup of disposed units at our convenience centers. This PO request for electronics disposal using American Greenz will provide for continuous service to our citizens through FY22.

A contract was approved in September 2020 based on competing bids solicited, and is for an initial term of 3 years, with potential extension to a total of 5 years.

Funds have been budgeted for this expenditure in account # 75-409450.

ACTION REQUESTED:
Approve purchase order for $130,000 to American Greenz for Electronics Recycling/Disposal for FY22

ATTACHMENTS:
Contract with American Greenz

American Greenz Inc
Electronics Recycling Company

Electronics Recycling Service

For Pender County

American Greenz Inc
Electronics Recycling Company

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

American Greenz Inc
Electronics Recycling Company

Preface

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

From: Mehul Patel
President and CEO
American Greenz Inc.

SUBJECT: ELECTRONICS RECYCLING SERVICE

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

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

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

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American Greenz Inc
Electronics Recycling Company

1. Introduction

1.1 Background

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

1.2 Company Profile

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

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

1.3 References

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

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

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

Additional References can be provided if necessary or required

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2. Scope of Work

2.1 Management of Waste and Recyclables

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

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

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

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

2.2 Storage / Pick-up / Transportation

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

2.3 County Responsibility

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

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

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3 Cost Structure

Trucking Cost: $150.00

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

Mileage: $0.69/ Mile

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

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

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

4. Compliance

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

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

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

5 Insurance

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

6 Working Relationship

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

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

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will act as the primary point of contact.

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

7 Response Requirements

7.1 General Requirements: Program Management Description

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

7.2 Environment, Safety and Confidentiality Issues

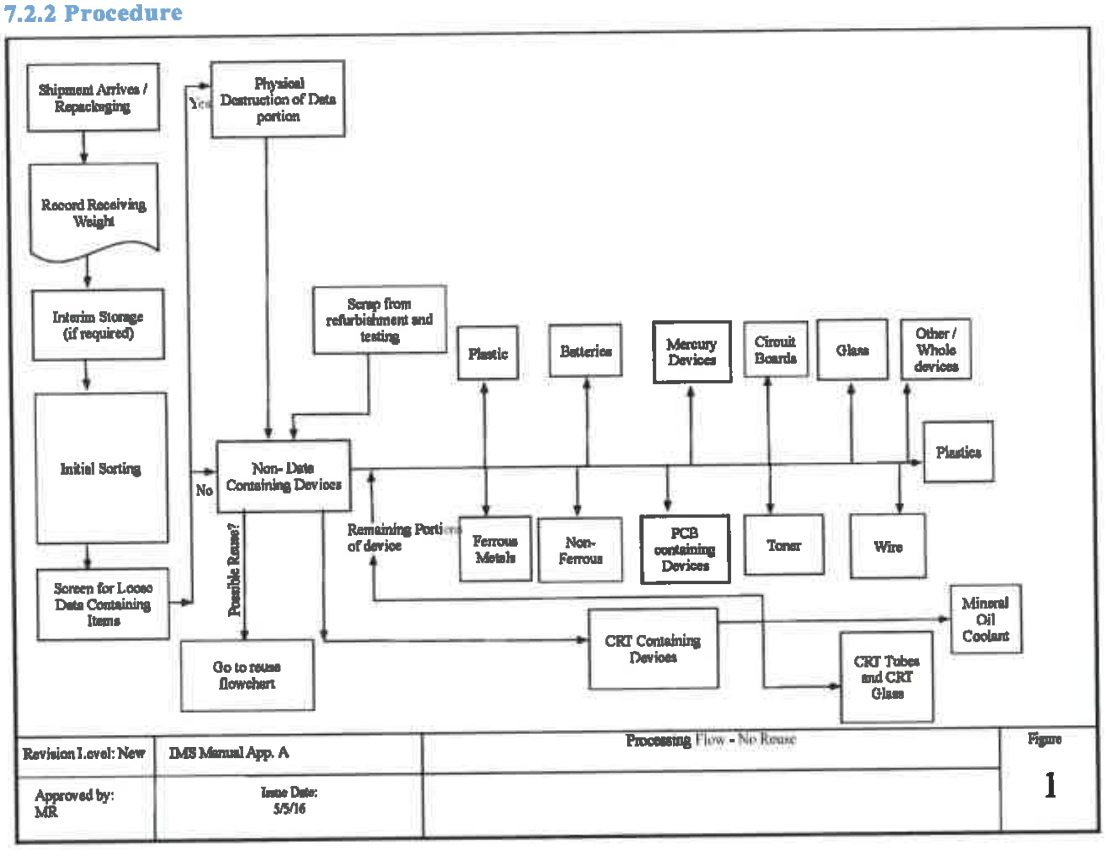
American Greenz Inc. will comply with all applicable federal, state, and local regulations and EPA and NC State policies in relation to the requested scope of work.

7.2.1 Safety

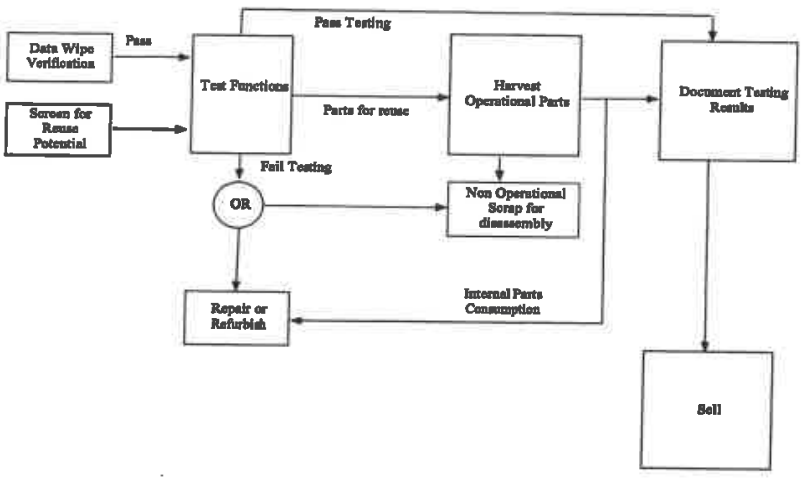
- Use of safety glasses or goggles when shredding electronics.
- Hard hats, safety gloves and dust masks are necessary while handling any material.
- The working area (counters, equipment, tools, etc.) should be kept clean at all times.
- Operating instructions must be followed while using the shredder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

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7.2.2 Procedure



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Emer: (919) 889.8998
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Revision Level: New	IMS Manual Appendix A	Processing Flow - Reuse	Figure
Approved by: MR	Issue Date: 5/5/16		2

7.3 Outcome

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

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

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American Greenz Inc
Electronics Recycling Company

Contract Agreement

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

Termination

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

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

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

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

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

COUNTY:

Signature _____ Date 9/28/2020

Chadwick W. McEwen, County Manager

Name and Position

COMPANY:

Signature _____ Date 9/29/2020.

Mehul Patel (Nov), President.

Name and Position

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

Margaret C. Blue
Finance Officer, Pender County

Office: 1-855-ESCRAP-0(1.855.372.7270)
Emer: (919) 889.8998
www.americangreenz.com
info@americangreenz.com

FY21 - PO# 313

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Central Carolina Holdings for Tire Disposal Services for FY22: $100,000

SUMMARY:
The contract with Central Carolina Holdings for scrap tire recycling and disposal was renewed in FY20 for 3 years with an additional 2 years of automatic extension. Central Carolina Holdings has provided this service to Pender County for at least the past 9 years.

Funds have been budgeted for this expenditure in account # 75-404500.

ACTION REQUESTED:
Approve annual purchase order in the amount of $100,000 to Central Carolina Holdings for scrap tire disposal services for FY22

ATTACHMENTS:
Contract with Central Carolina Holdings

STATE OF NORTH CAROLINA

PENDER COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on the 5th day of August 2019, by and between Pender County, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, N.C. 28326, hereafter referred to as "Contractor."

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

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

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

1) Scrap Tire Volume Generated

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

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage five (5) Van trailers at County Convenience Centers with one (1) at Rocky Point, one (1) at Atkinson, one (1) at Willard, one (1) at Whitestocking, and one (1) at the Hampstead Transfer Station, and to transport, process, recycle or dispose of all scrap tires loaded in said trailers. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein. County shall be responsible for contacting Contractor that trailer(s) needs to be removed.

3) Term

This Contract shall be in full force and effect for a period of three (3) years from the fifth day of August, 2019, unless terminated earlier per Section 7 with two (2) 1 year automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer and replace with an empty trailer within forty-eight (48) hours of contact by the County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

5) Invoices

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

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of $61.00 per ton, $365.00 per load Freight Charge, a fuel surcharge based on 292 miles using the Chart below, with off-road tires being assessed an additional $0.19 per pound. The contract shall provide for annual adjustment on July 1 after first full year for cost of business inflationary increase. The County will be notified in March of any increases that will be implemented if needed July 1. The Consumer Price Index for the region of the South United States will be used to determine the inflationary increase calculated from March to February and can be accessed by internet at https://data.bls.gov/cgi-bin/surveymost?cu

STATE OF NORTH CAROLINA

PENDER COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

Fuel has become very unpredictable and unusually expensive. It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our drivers needs and be fair to our customers. The average price is verified weekly from the U.S. Energy Information Administration and can be accessed by internet at http://www.eia.gov/petroleum/gasdiesel/ or by phone at 202-586-6966. The price adjustments per mile are listed below:

We use $2.00 as our price point

Price per Gallon	Price Adjustment per mile
$0.00 - $1.99	$0.00
$2.00 - $2.24	$0.20
$2.25 - $2.49	$0.25
$2.50 - $2.74	$0.30
$2.75 - $2.99	$0.35
$3.00 - $3.24	$0.40
$3.25 - $3.49	$0.45
$3.50 - $3.74	$0.50
$3.75 - $3.99	$0.55
$4.00 - $4.24	$0.60
$4.25 - $4.49	$0.65
$4.50 - $4.74	$0.70
$4.75 - $4.99	$0.75
$5.00 - $5.24	$0.80

Chart Continues Accordingly

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

7) Termination

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

a) Within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.

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

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

8) Force Majeure

a) Suspension of Performance: The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.

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

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

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

9) Representations

9.1) The Contractor represents warrants and covenants to County that:
It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

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

b) Contractor has valid rights of control with respect to its plant size.

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

9.2) County represents, warrants and covenants to Contractor that the execution, delivery and performance of this Contract by County have all been duly and validly authorized by all government action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) Insurance

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

11) Hold Harmless

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

12) Disputes

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

13) Miscellaneous

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

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

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

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

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

13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part thereof.

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

13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail return receipt requested to the principal at the address designated below. All notices shall be effective upon receipt.

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

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

STATE OF NORTH CAROLINA

PENDER COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

Notice

Contractor
Central Carolina Holdings LLC
Attn: Tom Frye
1616 McKoy Town Rd.
Cameron, NC. 28326

County
Pender County
P.O. Box 995
Burgaw, NC 28425

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

COUNTY OF ~~PENDER~~

BY: _____

ATTEST:

_____

CENTRAL CAROLINA HOLDINGS LLC:

ATTEST:

BY: _____

_____

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

_____

#75-404500

STATE OF NORTH CAROLINA

PENDER COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

Notice

Contractor
Central Carolina Holdings LLC
Attn: Tom Frye
1616 McKoy Town Rd.
Cameron, NC. 28326

County
Pender County
P.O. Box 995
Burgaw, NC 28425

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

COUNTY OF PENDER

BY: _____

ATTEST:

_____

CENTRAL CAROLINA HOLDINGS LLC:

ATTEST:

Tom Frye
General Manager

BY: Gene Helton
Gene Helton
Regional Vice President

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

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to GFL for Solid Waste Disposal and Hauling Services for FY22: $5,175,992

SUMMARY:
Effective January 1, 2018 Pender County entered into a new Solid Waste and Recycling Management Agreement with Waste Industries (now known as GFL-Green For Life) to provide waste management, hauling, and disposal of municipal solid waste, construction/demolition waste, and recycling at the county owned/managed convenience center sites and the Transfer Station. The new contract included significant savings over the previous contract and remains in effect for an initial 5-year term and a recently approved one-year extension for an expiration date of June 30, 2024, and upon mutual agreement may be extended for an additional 5-year term.

Funds have been budgeted for this expenditure. This purchase order request should cover the full FY22 fiscal year for waste management services. PO will be distributed among accounts 75-409200, 75-409300, 75-409400, and 75-409900 as appropriate.

ACTION REQUESTED:
Approve annual purchase order in the amount of $5,175,992 to GFL for solid waste disposal and hauling services for FY22

ATTACHMENTS:
Contract with GFL (Waste Industries)
One-year extension (unsigned-in the process of being executed)

SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

This **SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT** (this "Agreement") is made and entered into this 1st day of January, 2018 by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company (the "Company"), and PENDER COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate (the "County").

RECITALS

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

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

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

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

l. "Unacceptable Solid Waste" means:

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

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

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

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

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

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

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

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

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

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

4. Services.

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

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

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

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

5. Rates; Payment.

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

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

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

6. Company Covenants.

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

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

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

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

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

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

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

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

If to Company, to:

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

If to County, to:

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

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

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

14. Force Majeure. The parties shall not be liable for failure to perform under this Agreement (other than failure to pay any amounts due hereunder) if that failure arises out of causes beyond the control and without the fault or negligence of the party relying thereon. Such causes may include, but not be limited to, acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of the party relying thereon.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

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

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

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

(Signatures on next page)

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

WASTE INDUSTRIES, LLC

Ted Habets — Region Vice President
SIGNATURE — TITLE

Norma Yanez — Government Contract Mgr
ATTEST — TITLE

PENDER COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK

COUNTY SEAL

County Clerk attests this 20 day February of 2018.

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

By: Katherine C. Brafford
County Finance Officer

Attachment A
Pender County Convenient Sites

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roll Off Haul Rates

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

Attachment B
Pender County Transfer Station

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

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

Attachment C

Pender County Schools & Pender Convenience Site

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

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

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

Attachment D

Pender County Government Locations

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

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

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

STATE OF NORTH CAROLINA

PENDER COUNTY

FIRST AMENDMENT AND EXTENSION OF
SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

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

RECITALS

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

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

AGREEMENTS

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

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

[Signature page follows.]

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

WASTE INDUSTRIES, LLC **PENDER COUNTY**

BY:_____ BY:_____
Ted Habets, Regional VP

ATTEST: ATTEST:

_____ _____

DATE:_____ DATE:_____

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

_____
County Finance Officer

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 12, 2021
SUBJECT:	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

SUMMARY:
Staff solicited quotes from firms providing printing/mailing/postage services for utilities. We received interest from 3 vendors, who provided competing quotes. All quotes are valid for 2 years. Professional Mail Services provided the overall best pricing.

Professional Mail Services has been providing all printing, mailing, and postage services for PCU monthly water and sewer bills since we converted to letter-sized format in 2010. Their service has been very reliable.

Funds have been budgeted for this expenditure in account # 072-401200.

ACTION REQUESTED:
Approve annual purchase order in the amount of $70,000 to Professional Mail Services for printing, mailing, and postage services for PCU for FY22

ATTACHMENTS:
Pricing comparison
Quote from Professional Mail Services
Quote from SouthData
Quote from Enco Utility Services

PRICING COMPARISONS FOR PCU BILLING

Product	SOUTH DATA Cost	ENCO Cost	PMSI Cost
Monthly Statements	$0.124	$ 0.15	$ 0.11
Additional Statements	$0.114	$ 0.145	
Overflow Pages	$0.050	$ 0.12	$ 0.005
Householding	$0.005	$ 0.04	
NCOA	$500/yr.	$ 0.015	$ 0.11
Changes			
Programming Changes after Initial Set-up	$120/hr.	$125/hr.	$125/hr.
Graphic Changes After Initial Set-up	$50/hr.		
Additional Services			
IMB Tracing	$200/yr.		
Secure Archive	$600/yr.		
Selective Inserting	$0.005 / per insert		
PDF Creation	$0.010		
Estatements			
Electronic Delivery of Statements	$0.120	$ 0.10	$ 0.01
Set-Up - One Time	$500	$ 800.00	$ -
Payments 20	Separate Agreement		
Letters			
8.5 x 11, #10 Standard window	$0.114		
Large Envelopes & Inserts			
9 x 12 Envelopes	$0.350		$ 0.90
4/4 - 8.5 x 3.5 Inserts	$0.056		
4/0 - 8.5 x 3.5 Inserts	$0.045		
4/4 - 8.5 x 11 Insert	$0.060		
4/0 - 8.5 x 11 Insert	$0.050		
Postage			
Postage	At Cost-Presort or Full	At Cost-Presort or Full	At Cost-Presort or Full

Monthly Billing Estimates

Qty	SouthData	ENCO	PMSI
10,000	$1,240.00	$1,500.00	**$ 1,100.00**

*Other costs are infrequent and are comparable among all quotes.

1	$500	$ 800.00	$ -

PMSI
Print & Mail Communications

PROPOSAL
TO

PCU
Pender County Utilities
Committed to Quality

UTILITY BILL PRINTING AND MAILING SERVICES

Submitted 7 June 2021

By

Professional Mail Services, Inc.

Durham (RTP), NC

CONTENTS	PAGE(S)
Transmittal Letter	1
PMSI Company Background, Experience, References	2-4
Proposal Details	5-7
Pricing and Terms	8-9

PMSI
Print & Mail Communications

7 June 2021

Jackie Eason
Manager Customer Services
Pender County Utilities & Solid Waste
605 East Fremont Street
Burgaw, NC 28425

Dear Jackie:

Ref.: **Proposal-Statement of Work: to Pender County Utilities for Bill Printing and Mailing Services July 1 2021-June 30 2023. (Covering two [2] years)**

Professional Mail Services Inc. ("PMSI") is pleased to submit this document to address the next two years of services. **PMSI proposes to hold the *current prices* throughout this time-frame.**

Why choose PMSI?

- **Customer Service**: In addition to providing utility bill print and mailing services to Pender County for the past 8+ years, PMSI has been successfully providing similar utility and other billing services to over 150 towns, cites, counties and private enterprises across the South East. We renew 100% of our contracts; there have been no failures or defaults.
- **Flexibility & Fast Response:** We are based in Durham (RTP), NC less than a two hour drive from Burgaw. We are locally-owned and operated and not a minor unit of a larger distant firm and thus very agile to quickly respond. (on-site, whenever required)
- **Technology:** We have invested in the latest inkjet full-color printing, intelligent/selective inserting, and OCR scanning presort technologies.
- **PDF Bill Presentment:** We have broad experience with e-bill (PDF) presentment to support 3 + years of archives for Pender County access.
- "**One-stop-shop**": We can print a wide variety of inserts and or water quality reports/letters.
- **Disaster Recovery Site** (Greensboro, NC)
- **USPS "On-Site":** We partner with USPS (USPS – **D**etached **M**ail **U**nit personnel *on site*).
- **Our People:** We have a Team-based culture with a very stable and cross-trained work-force.

PMSI confirms the enclosed includes all information necessary to ensure that all requirements are appropriately addressed.

Thank you for the opportunity to support and serve Pender County Utilities.

Sincerely,

R. J. Parker
COO -- Authorized to sign
Professional Mail Services, Inc.
TIN: 56-130 4689
Phone: 919-354-8800
rparker@mailpros.com

For Technical and Other Clarifications:
Ray Parker
2012 T.W. Alexander Drive Ste. C1
Durham, NC 27709
Phone: 919.423.1631 (M)
rparker@mailpros.com

PMSI
Print & Mail Communications

COMPANY OVERVIEW

- **Operational Service Center**: 2012 T. W. Alexander Drive, Ste. C1, Durham, NC 27709 (RTP)
- **DR Site**: Greensboro, NC
- **Website**: www.mailpros.com
- **Number of Years in Business**: 38
- **Number of Employees**: 50
- **Number Years Providing Bill/Print/Mail Services**: 20+
- **Primary Industries Served**: County and Town Government Tax, State Government, City, Municipal, Co-op Utilities, Universities, Research Institutes, Financial Services, Medical Equipment Suppliers, Non-Profits
- **Bill Print & Mail** : 170+ Customers (Utilities, Tax, and Commercial segments)
- **Size of Technical Staff**: 6 (Technical /Support Staff) plus line Operations/Service Delivery

PMSI is a privately-held business (S Corp.), incorporated in North Carolina. PMSI's 36,000 square foot Services Center is located in Durham, NC. PMSI has no parent companies, subsidiaries, affiliates, or other related entities. PMSI was incorporated in July of 1981 as a First Class Presort operation. With 50 bonded employees, PMSI has been providing First Class mail presorting services to virtually every industry sector for over 35 years.

PMSI is a nationally recognized United States Postal Service award-winning company. Success with the USPS relationship has earned PMSI the honor to house in its facility, a fully-staffed **USPS Detached Mail Unit.** This enables faster induction of mail into the USPS as well as a longer and more flexible daily production window to better adapt to demand variability.

PMSI has delivered statement print and mail services since 1999 to over 170 local governments, utility, electric co-ops, and a very wide range of commercial entities.

PMSI
Print & Mail Communications

Experience

Overview of PMSI Services provided to the public sector.

PMSI provides a full range of printing, mailing, and other related services to over 150 public sector entities (state and local government, schools and universities) across the South (generally, NC, SC, KY, TN, FL, MS, AL, LA, TX, & VA)

Primary services provided to the *public sector* are as follows:

Bill Printing & Mailing: Tax, Utility Bill, Dental Bills (Public University UNC)	Automated 'Bulk" USPS Certified Mail (for a utility)	County Revaluation Notices	Set up and operate custom "web portal" to *100 NC County Governments* for ordering printed & mailed jobs *via* web.
E-Bill Presentment	Town/County Newsletters and Announcements	Water Quality Reports	Printing, Mail & Presort for NC tax
Presort Services -- NC Mail Service Center	Town Planning Dept. Zoning Letters	Park & Recreation Postcards; Various Schedules	Child Support Letters/ Garnishment NC Dept. Health Human Services
Outsourced Mailroom Services –State and County mail services	Town/County Calendars (Refuse; Leaf Pick-up)	NC State health agencies	Special Long-Term (5 year) Study- Dept. Health Human Services and Research Triangle Institute (RTI)

- **The USPS operates a Detached Mail Unit (DMU) on site every work-day at the PMSI Durham Service Center due to PMSI's very significant mail volume and mail variety. The USPS DMU enables faster mail entry and saves at least one day 'in-mail' time.**
- **Details of each service cited above and related Customers are available on request.**
- **References are on the following page.**

PMSI
Print & Mail Communications

EXPERIENCE-- REFERENCES

Reference #1

Company Name	**City of Jacksonville**
Address	350 S. Marine Blvd, Jacksonville, NC 28540
Phone Number and Email	910.938.5027; gparmeter@jacksonvillenc.gov
Contact Name	Gertrude Parmeter ("Trudy") Manager- Customer Services
Length of Service	9 years - 2012 to present; & renewed 2020 16.5 K/month bill print & mail; e-bill presentment & archiving; Software: HTE and Paymentus.

Reference #2

Company Name	**Carteret Craven Electric Co-Op**
Address	1300 Hwy 24 Newport, NC 28570
Phone Number and Email	252.247.3107 ; sarah@ccemc.com
Contact Name	Sarah Grider VP Customer Service
Length of Service	11 years - 2010 to present; 65 K/month; bill print & mail, E-bill presentment & archiving with Invoice Cloud; Software: Daffron.

Reference #3

Company Name	**Eastern Pines Water Corp.**
Address	5442 Eastern Pines Road , Greenville, NC 27858
Phone Number and Email	252.752.7420 ; cgriner@epwc.org; bsutton@epwc.org
Contact Name	Cindy Griner ; Customer Services Mgr. or Barry Sutton, Director
Length of Service	6 years - 2015 to present; 8 K/month; bill print & mail. Software: PublicQ

Reference #4

Company Name	**Warren County Public Utilities**
Address	712 US Highway 158 Business West, Warrenton ,NC 27589
Phone Number and Email	252.257.3645 ; tanalyles@warrencountync.gov
Contact Name	Tana Lyles, Customer Services Coordinator; or Macon Robertson, Director
Length of Service	9+ years - 2012 to present; 8 K/month bill print & mail. Software: Tyler-Munis

Reference #5

Company Name	**West Carteret Water Corporation**
Address	4102 NC-24, Newport, NC 28570
Phone Number and Email	252.393.1515; lisa.smithperri@wcwc.bi
Contact Name	Lisa Smith-Perri, Executive Director
Length of Service	6 years - 2015 to present; 6 K/month bill print & mail water bills and inserts; e-bill presentment & archiving; Software: Harris and Invoice Cloud (Payments)-E-bill Presentment.

PMSI
Print & Mail Communications

PMSI PROPOSAL/Statement of Work

PMSI's print and mail services for Pender County will encompass utility bill variable data printing and all related mail services, including data processing, document design and composition; all address hygiene, folding, inserting, pre-sorting, metering, and related mail preparation as well as delivery to the USPS.

Services also optionally include in-house design and print for inserts, ***Proview***™ in two options (**1**.) as today, PDF of all Pender bills mailed can be downloaded, locally saved, and searched or (**2**.) use a specifically set up web-portal to access 36-months of archived PDF.

There are no "front-end", start-up fees for any of our services.

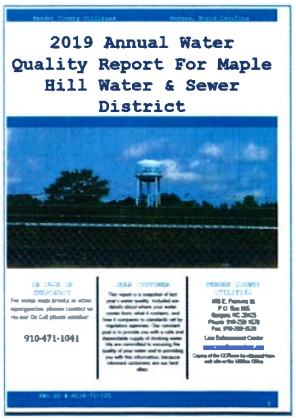
►DATA UP-LOAD, DESIGN and PRINTING

- **Data is transferred (up-load or down-load) via Secure FTP (SFTP)**. PMSI accepts data-files in many formats and will conform to and work with (export) file structures offered by *Tyler-Munis.*
- **Flexible bill design** and all programming is "in-house" and is supported by PMSI's proprietary software and *Extreme*™, the industry's leading suite of document composition software which fully accommodates variable messages, graphics, charts, and full color.
- **Printing**. All bills can be printed in full color, ink-jet printed (simplex/duplex) from blank stock with micro-perforation. Remittance format, paper, envelopes, and ink will fully conform to bank OCR /lockbox scanning specifications. See Exhibit A last page for a sample.



Cutting | Perforation | Printing back & front | Roll holds equivalent of 75,000 sheets

►INSERTS AND INTELLIGENT INSERTING



PMSI is a **"one-stop-shop"** for any and all insert designs, print production and other communication pieces -- saving time, handling, and material costs.



INSERTING AND MAIL SERVICES

► INTELLIGENT INSERTING (Continued)

- PMSI households or "groups" bills going to the same customers into one envelope to save printing and material costs.

Intelligent Inserting		**PMSI operates a range of high-speed Pitney Bowes "intelligent inserters". Though the use of 2D bar codes or OMR marks, up to six inserts can be targeted to specific Customer criteria based on key(s) in the billing file. PMSI can exclude reply envelopes from accounts (e.g., zero balances; debit accounts, et. al.). Bar codes are also used to ensure envelope content integrity.**

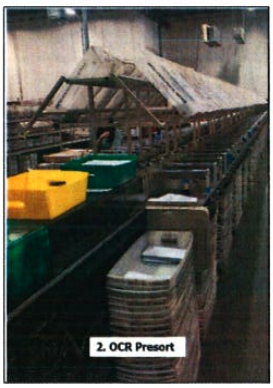
- PMSI can selectively insert (and/or exclude) business reply envelopes and or other inserts to all or specifically targeted customers as specified by Pender County.

►MAIL PROCESSING, ADDRESS CORRECTION, AND PRESORTING FOR MAXIMUM POSTAGE DISCOUNTS TO PASS BACK TO PENDER COUNTY

- To eliminate address errors, PMSI uses advanced, in-house data processing capabilities for data acceptance, address hygiene and updating (*i.*e., **NCOA**^{Link} PAVE , CASS, Delivery Point Validation, LACS Link processing). PMSI is in full compliance to USPS Intelligent Mail Barcode.

- To speed mail-stream entry, PMSI uniquely hosts an on-site **USPS fully-staffed "Detached Mail Unit"** ("DMU") in our Durham (RTP), NC Service Center. This enables pre-sorted mail to be cleared and delivered to the USPS system one day earlier than normal.

- Presort- Co-mingling to qualify Pender County mail for maximum postage discounts.

MLOCR ("Optical Character Scanning") and Presort Co-Mingling	 	**To achieve maximum postage savings, PMSI will process residual mail and lower volume files with insufficient pieces (when < 500) on one of our high speed Multi-Line Optical Character Readers (MLOCR). This process (1.) first scans, re-checks/corrects addresses (NCOA); (2) sorts /"co-mingles" these pieces with hourly/daily ongoing mail volumes from other Customers to maximize postage savings to Pender County.**

►PMSI SERVICE LEVEL COMMITMENT and PENDER CUSTOMER SUPPORT

- PMSI's ***ProJob***™ web-based, project control/tracking and reporting/audit system enables County personnel to review and approve each job and *track job status* via web.

- **Turn-Times "Service Level Agreement"**: PDF samples for on-line approval via ***ProJob***™ as well as all specified control reports (e.g., utility batch totals.) will be available via ***ProJob***™ within 10-15 minutes after a successful file upload.

  ►►**Utility Bill Turn Times:** bills approved by 5 PM will be mailed within two (2) business days. For example: bills and late notices approved by 5 PM Monday, will be mailed on Tuesday or Wednesday at the very latest.

- With optional PMSI ***ProView***™ services (PDFs downloaded or via web portal), County Customer Services can easily search and rapidly retrieve, and locally print archived utility bill PDFs.



►**PMSI Project Manager**, Tony Giuli ("PM)" is assigned as the County's day-to-day **single-point-of-contact and advocate** for any and all service support, job control, scheduling, change requests, problem resolution and expediting. Our PM has a designated "back-up" with full command of all customer requirements and processes to insure our communications and services are always available.

►PHYSICAL, IT SECURITY and BUSINESS CONTINUITY

- PMSI maintains a comprehensive physical and network security infrastructure and robust *Business Continuity Plan*. (Available on request.)

- Every potential employee undergoes a full criminal background check and ***E-Verify*** validation prior to being hired.

- PMSI is fully compliant with the Internal Revenue Service's ***Safeguard*** Program (*Ref.* Pub.1075 and IRC 6103 p 4.). These requirements include employee awareness programs, proper disposal, secure storage and computer security /penetration testing among others. PMSI is regularly audited on-site by certain Federal and State Agencies.

- PMSI is a *USPS NCOA* ^{LINK} *Licensee* which means customer data never leaves PMSI facilities with no third party involvement.

PMSI
Print & Mail Communications

PRICING AND TERMS

Note: PMSI proposes to maintain current pricing throughout the next two years (until 30 June 2023). See the next page.

However, paper/envelope material costs have been significantly increasing. Therefore PMSI has noted on the next page that if paper/envelope costs increase five percent (5%) or more, the current pricing may be subject to proportional change which PMSI shall propose to Pender County to mutually agree to a change.

PMSI
Print & Mail Communications

1. PMSI PROPOSED PENDER COUNTY UTILITIES PRICING (DETAIL)

VOLUME- assumes ~8,500-9,000 volume per month (Regular and Final)	Terms	UNIT COST (Tax excluded)	Notes/Definitions
BILLS Printing (2 sides; color) and Mailing Monthly Paper Bills	Per Bill/Record	**$0.1100**	$0.11 each "duplex" bill, inclusive: 60# text paper; micro-perforated remit coupon; full color; #10 2-window outgoing envelope; #9 single window business reply envelope; NCOA/CASS (address hygiene) ; all processing; metering; presorting; delivery to USPS
ENVELOPES 9" x12" envelope ("flat'); 2- window	Each	$0.9000	"Flat" used when # sheets> 6 and one business reply envelope; cost includes envelope & handling cost
Outside of the envelope Special Messaging- *Optional*	Per envelope	$0.0150	Message (black print) -- printed on #10 outside
"E-SERVICES" - PDFs **Proview™**	per PDF	$0.0100	$.01 each searchable PDF to download by Pender County (e.g.., $.01 X 8500 bills= $85 per month)
Proview Online– PDF of bills *via* special web portal site for Pender – 36 months available ("PDF Viewer" for Pender Customer Services)	Cost per record	$0.0125	$.0125 each ($.0125 x 8,500 =$106.25 per month). No set-up fees
PROGRAMMING & DESIGN Initial set-up and programming	One-time fees	None	No initial fees.
Bill Programming & Design	Cost per Hour	$125	No fees for minor cosmetic updates or new back-of-bill replacement. Major changes to the bill format and/or changes of the billing export datafile format: $125/hr. One hour minimum.
INSERTS Cost to insert (generic extra insert)	Each	$0.00500	per generic-type insert beyond a business reply #9 envelope -- e.g., Pender's CCRs
OTHER SERVICES & FEES "Small File" fee if the bill file uploaded has less than 250 records	Each	$25.00	If an uploaded .zip file holds less than 250 records (e.g. final water bills)
Postage Full First Class	Each	$0.50	If less than 50 bills are in an uploaded job batch, then full USPS rates will apply (mailpieces not presorted for USPS postage discounts)

►**No other additional fees or exceptions.**

►**Term: No changes from current (2020) pricing: prices shall be valid until June 30, 2023.**

► **Paper Prices :** should the base price of paper increase *5 % or more* at any time within the this cited term, PMSI will have the option of notifying Pender County in writing 30 days in advance of projected price change date while producing material proof from the paper mills/supplier of such an increase. PMSI at its option may then increase the price charged to Pender County by a reasonable and comparable margin relative to the paper products price increase from the paper supplier. If agreement cannot be mutually reached as to a price change, then either Party can terminate the services with at least 60 days written notice.

PMSI
Print & Mail Communications

END OF PROPOSAL

LAST PAGE

From: Kelvin R. Byrd <kelvin.byrd@osgconnect.com>
Sent: Thursday, June 24, 2021 7:49 AM
To: Jackie Eason <jeason@pendercountync.gov>
Subject: [External]RE: [External]RE: Quote for utility billing

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

Ms Eason,

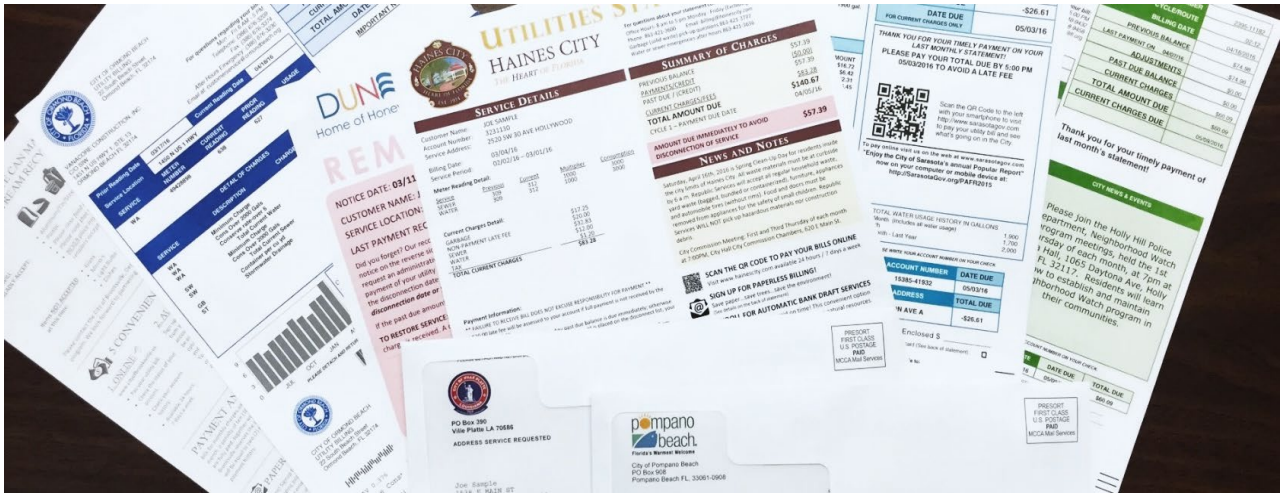
Thank you for reaching back out to me as my apologies for not getting you the quote at the correct email address. I have included an attachment that shows these prices good for a 2 year time period. I can put that in the form of an agreement as soon as you approve and want to move forward.
Thanks.
KByrd

Kelvin R. Byrd
Vice President Sales
800.549.4722
336.719.5000 Switchboard
336.783.5940 Direct
336.250.5696 Mobile
www.southdata.com

Pricing - Pender County Utilities 06/10/21

Product	Cost	Includes
Monthly Statements	$0.124	8.5 x 11, 3.5" perf, 24# paper, duplex, full color, processing, printing, folding, inserting, #10 standard double window mailing envelope, #9 standard single window remit envelope delivery to USPS
Additional Statements	$0.114	All of above except no #9 remit
Overflow Pages	$0.050	Overflow pages of statements
Householding	$0.005	Grouping of statements by same name/address
NCOA	$500/yr.	Addresses are processed through CASS, LACS, DPV, NCOA
Changes		
Programming Changes after Initial Set-up	$120/hr.	
Graphic Changes After Initial Set-up	$50/hr.	
Additional Services		
IMB Tracing	$200/yr.	Tracking of individual mail pieces through the USPS
Secure Archive	$600/yr.	Archival and retrival system containing all mailed pieces, available online
Selective Inserting	$0.005 / per insert	Charged per insert when programmed to pull based on data flag
PDF Creation	$0.010	Creation of pdf's for the client per record
Estatements		
Electronic Delivery of Statements	$0.120	A statement delivered to an email address
Set-Up - One Time	$500	Set up charges for SDI E-statement process, registration and retrieval
Payments 20	Separate Agreement	EBPP digital solution for online payments for credit/debit card, ach,, ivr, integrated solution to print/mail
Letters		
8.5 x 11, #10 Standard window	$0.114	8.5 x 11, 3.5" perf, 24# paper, simplex, printing, folding, inserting, #10 double window mailing envelope, delivery to USPS
Large Envelopes & Inserts		
9 x 12 Envelopes	$0.350	Large envelopes used after capacity for #10 has been exceeded
4/4 - 8.5 x 3.5 Inserts	$0.056	8.5 x 3.5 gloss text
4/0 - 8.5 x 3.5 Inserts	$0.045	8.5 x 3.5 gloss text
4/4 - 8.5 x 11 Insert	$0.060	8.5 x 11, full color, 24lb paper, printed inline with statement,Includes printing and inserting a single two sided insert
4/0 - 8.5 x 11 Insert	$0.050	8.5 x 11, full color, 24lb paper, printed inline with statement, Includes printing and inserting a single one sided insert
Postage		
Postage	At Cost-Presort or Full	An order must contain five hundred qualifing addresses to receive presort discounts.

Pricing on this quote is good for 60 days and quote would move forward to a 2 year agreement. The ability to have 1 year renewals at the end of that time period would be an option.



June 4, 2021

UTILITY BILL PRINT/MAIL SERVICE PROPOSAL

THE PENDER COUNTY UTILITIES, NC

ENCO ADVANTAGE BILLING SERVICES

Ruby Irigoyen, Senior Vice President, Customer Services
ENCO Utility Services Florida, LLC
572 Appleyard Dr. Ste E, Tallahassee, FL 32304
irigoyen@encous.com

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COVER LETTER

June 4, 2021

Ms. Jackie Eason,

Thank you for the opportunity to provide you with our proposal for utility billing services. As you may be aware, we purchased Municipal Code Corporation's Utility Billing Division, MCCa in late 2018. When Municode made the decision to exit the utility billing industry they looked to long-time partner ENCO to discuss the acquisition of MCCa. We were excited to have the opportunity to increase our utility services footprint in the southeast and we hired all the MCCa staff and purchased all their equipment and software. For MCCa customers, the only change has been a new name on the invoice.

ENCO Utility Services has been a turnkey provider of bundled municipal utility services for municipal and private utilities since 2001 and we formed our Florida company in 2004. From the northwest to the southeast, ENCO is a leading provider of a full line of billing services including bill calculation, printing and mailing, online bill presentment, online payment portal, payments by phone, Call Center Services, Courtesy Notices via email, text, and IVR and Lockbox Payment Processing Services. Our offer is to provide our utility billing services product line, ENCO Advantage, to the City.

We are pleased to work with you to create a utility solution that fits your needs and goals. As you have mentioned, we will match your current utility bill and if you desire changes we can handle that too.

I noticed that you currently do not have any customers receiving their bills by ebill. We would sure like the opportunity to help you increase use of ebills which will reduce your cost.

Why Choose ENCO?

Reputation: We are proud to serve municipalities throughout the United States.

Focus: We are solely dedicated to helping municipalities, such as yours, provide unparalleled services to their communities.

Experience: We offer industry-leading utility bill presentment services. Currently, we process, print, insert, and mail over 10 million statements for over one hundred municipalities.

Quality: Our clients trust that we mail their statements in a timely manner and with the correct data. Our Quality Control (QC) process includes equipment such as scanners, optical readers, and manual checks to ensure that statements are accurate.

24-Hour Statement Turnaround: Your revenue stream is important to us, so your statements reach the USPS within 24 hours or the next USPS business day.

Superior Customer Service and Relationships: Our goal is to develop and maintain strong, long-term relationships while providing exceptional products and services. We accomplish this by being accessible, approachable and responsive. We take the time to listen to our customers, get to know them, and anticipate their needs. We strive to not only meet but exceed customer expectations.

Custom Developed Solutions: The strength of our offering is not only the product itself, but also our ability to help you meet your goals. We help you design the right bill statement to cut staff calls, to provide conservation messaging, to create efficient payment processing, and to increase adoption rates for paperless billing or electronic payments

I will serve as the primary contact regarding your response. Please let me know if you have any additional questions, comments, or concerns. Thank you again for your consideration.

Sincerely,

Ruby M. Irigoyen

Ruby Irigoyen, Senior Vice President
irigoyen@encous.com
office: (951) 925-8092, cell: (951) 236-1571

COMPANY OVERVIEW

ENCO Company History

In 1997, Edison International formed a new affiliate called Edison Utility Services. This affiliate was formed to provide electric distribution and customer services to municipal and other small and medium sized electric utilities in the US. In 2001, Edison Utility Services was acquired by SRM-ENCO LLC and subsequently changed its name to ENCO Utility Services. In 2004, we formed Winter Park Utility Services LLC and have renamed this affiliate, ENCO Utility Services Florida LLC effective December 2018.

ENCO services include Call Center, billing, bill printing and mailing, lockbox remittance processing, outbound courtesy notifications, substation monitoring, plus dispatch services. In addition to these base services, ENCO provides, for electric utilities, electric utility distribution system design, engineering, construction, operations, and maintenance. Additionally, ENCO has experience in utility renewable energy power plant financing, siting, energy contract negotiation and construction.

ENCO currently has offices in Anaheim CA (headquarters), Hemet CA (call center and customer services), Moreno Valley CA (customer), Tallahassee, FL (Utility Billing) and Chattanooga TN (customer). ENCO has been in business for over twenty years and partners with such companies as Municipal Code Corporation and JetPay Financial Services to provide services to **more than 100 government agencies across the country**. ENCO is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving ENCO through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Corporate Structure and Licenses

Federal Tax ID: 20-2160616 - Legal Structure: LLC
ENCO UTILITY SERVICES FLORIDA, LLC

Corporate Headquarters
8141 E. Kaiser Boulevard, Ste 212
Anaheim, CA 92808

Tallahassee Billing Services Center
572 Appleyard Drive, Ste. E
Tallahassee, FL 32304

Hemet Customer Service Center
380 N. San Jacinto Street
Hemet, CA 92543-3112

Chattanooga Customer Service Center
1250 Market Street, Ste 1008
Chattanooga, TN 37402

Contacts

Ruby M. Irigoyen
Senior Vice President of Customer Services
Cell 951-236-1571
Office: 951-925-8092
Email irigoyen@encous.com

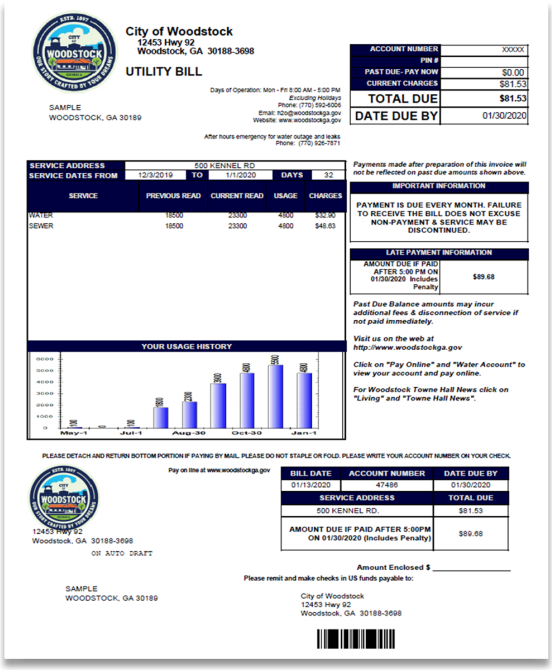
SCOPE OF WORK

STATEMENT DESIGN

The ENCO Advantage leadership has over thirty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. If desired, we can help you redesign a completely new statement. Each of our clients receive a customized bill format with account information, summaries, usage charts, colors, graphs, announcements and other specialized items. Our lead developer provides one-on-one assistance with client staff in planning and creating a bill which is customer friendly and makes payment processing easy for client staff. Announcements and notices can be changed periodically as needed for special events or seasonal activities. Grey scale backers are available at no additional charge. Samples attached of color statements with graphs.

If a client creates a new bill with a layout that is significantly different from their previous ones, we can also create a New Look insert which helps their utility customers easily find their account numbers, bill amounts, due dates, usage and other pertinent information. The New Look insert is typically a glossy one-page full color insert. Pricing is additional. A sample of this insert is attached at the end of this Proposal.

ENCO Advantage works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client's logo. Also, our technology can print multiple meter accounts on one page.



Statements are ink jet printed in full color on blank perf paper. Our paper is 8 ½" x 11" 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper is specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.

The return stub can include the customer's account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client's and USPS lockbox specifications. The scan line can be automatically programed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

ENCO can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.

ADDITIONAL PROGRAMMING OR DESIGN CHANGES

When requesting additional programming or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our

customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client's approval prior to implementation.

DATA FILE TRANSFER

We make the process of sending us the files as easy and secure as possible. ENCO can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

DATA PROCESSING

We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

E-BILLING SERVICES

We work with your municipality to provide the best solution that fits within your municipality's goals and existing platform. We can provide a bounce back report after every e-billing cycle.

There are two main types of e-billing solutions:

1) The e-billing enrollment process and delivery is managed through our Orbipay platform. The customer is emailed a custom message with a link to click on and view an exact copy of the printed bill.

2) The e-billing enrollment process is handled by the municipality and from the data each cycle we send a custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

OUTBOUND NOTIFICATIONS SERVICES

Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. This might be once each month, or at each billing cycle. You set the frequency based on your needs.

Finally**,** submit your notification list to us with a special file name. The file name starts the process. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

Email: This is Pender County Utilities with a reminder. Your water bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www._____.org and click on "Pay My Bill" at the bottom of the home page.

Text: This is Pender County Utilities with a reminder. Your water bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.

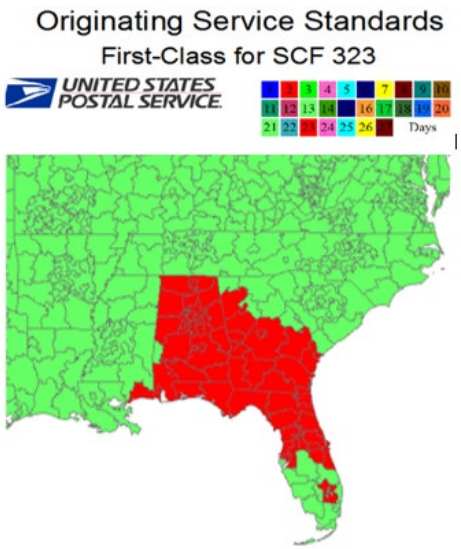
IVR: This is Pender County Utilities with a reminder. Your water bill must be paid by 6PM on July thirty first to avoid additional fees and possible service interruption.

MAILING SERVICES

The ENCO Advantage postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. ENCO Advantage is a manifest mailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. ENCO processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, ENCO performs "House holding" grouping and a National Change of Address (NCOA) updating service.

House holding is the process of grouping multiple account statements that are intended for the same customer and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.



Mail Delivery

The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.

CLIENT POSTAGE DEPOSIT ACCOUNT

All pieces are sent out using the ENCO indicia (USPS mail permit). ENCO requires that the client maintains a permanent postage deposit in connection with this agreement. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in the ENCO Pricing Schedule or customer payment history. The client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, ENCO shall return the deposit amounts to the client after payment of all services and postage.

SUPPLIES AND INVENTORY MANAGEMENT

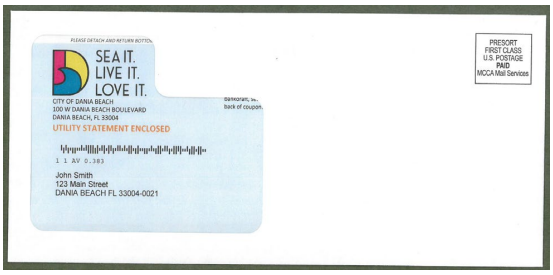
We are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of paper and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on paper, envelopes, and pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting. We print and mail over 10 million utility bills annually and always keep a 3-month supply on hand.

PAPER

Our 24lb paper is specially manufactured to process through printing, folding, and inserting without issue. Specifications: 8 ½" x 11", 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 ½" from bottom of page.

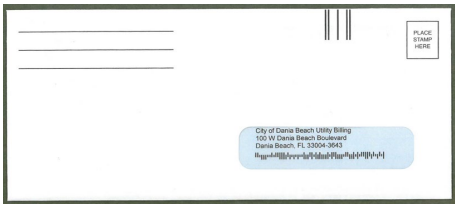
BILLING STATEMENT OUTGOING ENVELOPE

ENCO Advantage utilizes a large single (pistol style) window #10 security tinted envelope. This ensures maximum flexibility and accommodates multiple bill configurations. Our client's logo, return address, customer address, bar coding, and special messaging clearly appear through our window envelopes without compromising security. The advantage to our clients is that each one has the opportunity to change their statement look, without changing envelope styles. Also, our #10 envelopes can accommodate up to five pages without exceeding the 2oz first class postage rate. With demonstrated reliability during inserting through our Pitney Bowes inserters as well as through the postal delivery system, we are confident this is the best envelope for our print/mail customers. Proven reliability, maximum flexibility and bulk order cost savings is why we consistently utilize the #10 pistol style envelope.



RETURN ENVELOPE

ENCO utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. The color of the font that you have chosen shows through as well. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. ENCO can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.



INSERTING CAPABILITIES

ENCO Advantage utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 ½ x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.

Inserts provided by the client are required to meet ENCO's inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). ENCO customers enjoy a convenient, competitively-priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

INVOICING PROCEDURES

Within five days of each cycle production run, the client will receive an itemized invoice by services utilized accompanied by a Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid. Invoices can be sent by mail, email, or both.

- Statements processed with #9
- Statements processed without #9
- Any additional Inserts Inserted
- Out sorts
- Heavies
- House holding Mailings
- Late notices
- NCOA
- E-Bills Processed

OVERVIEW OF DEPLOYMENT PROCESS

One of the biggest benefits of choosing ENCO is the transition. We do all the heavy lifting. ENCO will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

The deployment process typically takes 30 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point of-contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

The deployment process consists of 6 steps:

1. **Pre-Development Information Gathering**
    1. Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
        - If you were going to utilize your existing design, email pdfs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)
        - If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
    2. High Resolution copy of the client's logo (minimum 300 dpi)
    3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
    4. Data map from your billing software
2. **Deployment meeting:**

    Our deployment process begins with a meeting, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).
3. **Statement Design and Approval:**

    Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.
4. **Billing Data Integration/Mapping:**

    This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.
5. **Testing (Parallel Processing) and cycle processing training:**

    Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter minutes. It really is that easy. We want you to feel completely comfortable before we “Go Live”.
6. **“Go Live” Deployment:**

    The last step should be the easiest: you’ll send your first live cycle file to us, we’ll process it, provide you with proofs, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.

OVERVIEW OF DAY-TO-DAY PRODUCTION PROCESS

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours, or the next available day the USPS is open for business, of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At ENCO, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FTTP site to check the status and review your files for approval. Overview of daily production process:

Step 1 *Client Uploads data files to ENCO and sends email that the files are ready for processing and the anticipated volume.*

Step 2 *Client receives automatic email confirmation from ENCO that the files were received and processing has begun.*

Step 3 *Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.*

Step 4 *Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.*

Step 5 *Once we receive your approval email, bill files are released for printing and inserting. ENCO emails the client that production is completed and the statements have been delivered to the USPS. Attached to the email notification is your ENCO job ticket, which provides details of completed billing statements processed.*

Step 6 *The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away.* Mail is picked up and delivered daily according to the USPS holiday schedule.

QUALITY CONTROL

At ENCO Advantage, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed, inserted and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

CLIENT RESPONSIBILITY

- Ensure postage funds are available per recommended postage deposit listed above.
- Provide an explanation of billing record layout or mapping document to ENCO.
- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to ENCO's cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through ENCO). If done through ENCO, client agrees to update their records to match per USPS requirements.
- Provide ENCO insert specifications to client's insert vendors (if other than ENCO).
- Pay for any unused forms of because of a format change or contract modification.

RECORD RETENTION AND DATA BACKUP

Our commitment is to reliability, accountability, timely processing and ultimately, strong customer satisfaction. With two billing locations, one in California and one in Florida, we are strategically positioned to handle multiple scenarios which could impact processing and mailing bills. Having this capacity ensures we can provide our own back up. In addition, we also have agreements with other offsite printers to assist us should the need arise. Should a power outage affect us locally, we have an 80kw generator to provide power until city electrical systems are restored.

PRINTING FACILITY DATA SECURITY, STORAGE, AND DISASTER PLANNING

ENCO Advantage shall not use computer billing data for any purpose other than the work agreed. We are SOC 2 Type 2 Certified. This Certification provides confidence and peace of mind to our customers. The Service Organization Control 2 (SOC) designation means ENCO has established strict information security policies and procedures encompassing the security, availability, processing, integrity and confidentiality of customer data.

ENCO is committed to providing the highest quality solutions and the safest, most secure environment for your sensitive data. We employ enterprise grade security devices with vendor recommended practices and below are some examples:

- Palo Alto next-generation firewalls protect the perimeter and interior of our networks
- CylancePROTECT and CylanceOPTICS are deployed to all our endpoints
- Cylance ThreatZERO Services are used quarterly to ensure best practices for endpoint protection
- Rapid7 Managed Services assist in 24x7 monitoring of our network, software and device security
- All web-facing sites and/or solutions are hosted in a secure, SOC 2 compliant datacenter
- All employees have access only to the systems they need to fulfill their role
- We perform full background checks on all our employees
- We use a secure shred vendor to ensure that excess hard copy materials are disposed of properly.

Any disruption in service can have major balance sheet ramifications. While ENCO has never had to implement a disaster recovery plan in a live environment, we place immense importance on maintaining and testing a successful strategy every year. We are confident that we have the necessary measures in place to recover from a range of small to large-scale operational disruptions. ENCO maintains a comprehensive Disaster Recovery Plan, which includes a designated recovery team, and a process that aims to restore all business-critical IT and printing functions within 24 hours of a disaster declaration. Safeguards include:

- Data replication and backup
- Redundant equipment
- Remote access
- Failover equipment ready to enable within minutes
- A backup printing facility for full geographic redundancy should our main site become inaccessible.
- All data is continuously backed up to an offsite location throughout the day.

ENCO SUITE OF SERVICES

All of the services listed below may be obtained by your municipality with this purchasing vehicle. When selecting one of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 100 clients have come to expect from ENCO! Municipalities that utilize our services, can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed, and they are receiving the best customer service experience possible!

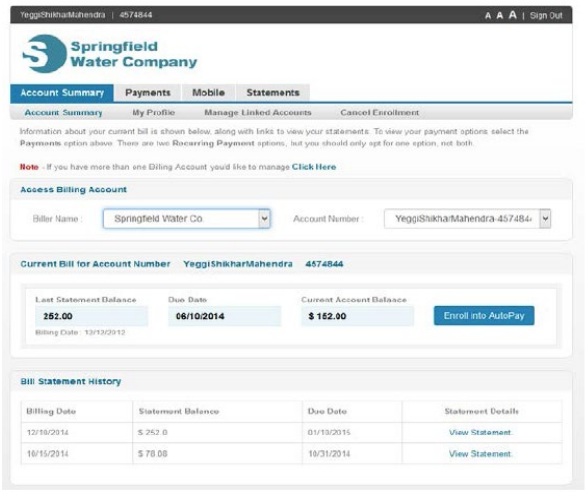
Electronic Payment Portal (Orbipay)

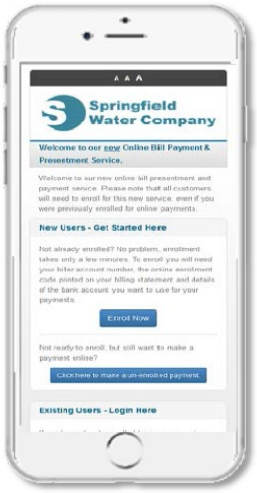
Orbipay is a highly flexible and comprehensive electronic bill presentment and payment (EBPP) solution that lets you collect and process payments from multiple channels and systems - quickly and efficiently. A self-service customer portal enables your customers to quickly sign up and setup payments using their bank accounts, credit cards or debit cards. Customers can enroll in paperless billing, and setup and manage one-time, recurring and expedited payments.

Once the platform is deployed with your municipality, your customers will be able to pay their bills via the web, IVR systems or through customer service agents. It includes a customer care website, so your customer service and operations staff can lookup bill payment profiles, review historical and pending payments, schedule and manage payments on behalf of customers and perform other day-to-day customer service tasks. On demand reports can be generated daily, weekly, and monthly to monitor enrollment activity and keep track of payments processed, scheduled, returned and pending. In addition to processing payments through the ACH, credit card and debit card networks, the platform produces daily activity, posting and return information that seamlessly integrates with your CRM and accounting systems for settlement control and reconciliation. The result is a faster collection of funds, simplified operational processes, and greater customer satisfaction.

Orbipay is secure, cost-effective and easy to deploy, supplying a fast return on your investment.

- Web payment processing for Credit/Debit Cards and electronic Checks
- IVR payment processing for Credit/Debit Cards and electronic Checks
- One-time, scheduled or recurring automatic payments
- Paperless billing by email or text
- View billing statements online
- Mobile payments & alerts
- CSR Agent web portal for payment management
- Access to online reporting, outbound emails and file functions
- Flexible consumer convenience fee or biller absorbed fee models





Customer Service Call Center Solutions

More and more, municipalities are tasked to find cost-effective ways to communicate with their citizens and drive higher customer satisfaction. We are proud to be at the center of providing comprehensive and customized call center solutions designed for today's municipalities. We see the customer experience from a 360, full-circle perspective, it's not enough to maintain high levels of competency in just one or two communication channels. Solutions that comprise the big picture from phone and web-initiated interactions to email, chat and text-driven conversations are imperative for success.

All citizens would love to pick up a phone, send an email or jump into a web chat session at any time of the day, any day of the week. But that kind of around-the-clock availability and call technology isn't a realistic in-house option for most municipalities. But we can deliver service available 24 hours a day, 7 days a week, at a much lower cost compared to in-house. When someone calls, they are calling your municipality; we are your remote staff.

- Inbound customer care
- Overflow support
- Coverage for meetings & training
- After-hours support
- Disaster recovery rollover
- Dispatch Outage/Emergency calls
- Service Appointment setting
- Account balance request
- Start/stop service request
- Pick-up read request
- Telephone payments
- Multilingual call support
- Conservation advice
- Prepare service request work orders
- Conduct customer satisfaction surveys
- Early stage outbound collection calls
- Courtesy notifications for past due accounts
- Scheduled outage notifications
- New service notifications
- Automated custom notifications
- Daily, weekly and monthly reports provided

Lock-Box Services

Accurate payment processing is mission critical to every business. We specialize in the accurate and timely processing of payments, while offering your customers the widest possible flexibility in submitting their remittance. From web-based payments and automated recurring payments to level payment plans, we offer your customers both flexibility and security. Once the payments are processed, we provide a solid audit trail and a bank statement reconciliation to assure the integrity of your billing process. We offer:

- Automated check reading
- Web-Based bank Deposits
- Returned check processing
- Website payments & on the phone payments or via IVR
- Level payment plans
- Bank reconciliation
- Payment accuracy verification
- On-site cashier
- Remote Electronic Deposits

ENCO ADVANTAGE PRICING SCHEDULE

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE — $800

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

MANUAL MESSAGE CHANGES — $25 / change

ADDITIONAL OR RE-PROGRAMMING CHANGES — $125/ Hour

STATEMENTS, LATE NOTICES, FINALS, LETTERS ETC. — $.15/ statement

- Simplex black ink jet printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill.
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard #10 White single pistol window with security tint 20lb envelope.
- Standard #9 White single window with security tint 20lb reply envelope.
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Cost without #9 Return Envelope	**.145** / statement
Additional special handling charge for householding, heavies, out sorts, or pulled statements	**.04** / statement
Additional Statement pages	**.12** / additional pages
Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)	**.01** / insert
Minimum Charge: If the total printing/statement cost per cycle is less than $100, we will charge a $100 flat rate to cover fixed costs. This is not in addition to the statement billing charge.	**$100.00**
This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. Per item prices will increase 2%.	

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS) — .015 / statement

OPTIONAL: EBILLING — .10 /statement

Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement. Save the cost of paper and paper.

POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services. Additional deposit will be required as postage rates or volume increase.

Required postage deposit = Estimated statements/notices @ $.401 (current pre-sorted USPS rate) X 2 months = 12,000 x $0.401 x 2 = $9,624.00 — **$9,624.00**

REFERENCES

ENCO Advantage, formerly MCC Advantage, Utility Bill Customers Since 2007

Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.

We only work with municipalities and utilities. ***But don't just take our word for it. Talk to some of our clients:***

Miramar FL. – Since 2013
2300 Civic Place, Miramar, FL 33025
Zendra Williams, (954) 602.3045; zlwilliams@miramarfl.gov
38500 bills, Tyler Tech- Encode

Pompano Beach, FL – Since 2013
100 W. Atlantic Blvd. Pompano Beach, FL 33060
Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com
16900 bills, SunGard software multi-line fixed file

Tifton, GA – Since 2010
204 N. Ridge Avenue, Tifton, GA 31793
Wayne Putnal: (229)391-3939, wputnal@tifton.net
14,000 bills, Harris Software multi-line delimited

Hialeah Gardens, FL – Since 2015
10001 NW. 87th Ave. Hialeah Gardens, FL. 33016
Barbara Joy, (305) 822.3017; bjoy@cityofhialeahgardens.com
3500 bills Tyler Tech - Fund Balance single delimited file

Delray Beach, FL – Since 2012
100 NW 1st Avenue, Delray Beach, FL 33444
Jacquelyn Ulyssee, (561) 243.7106; ulyssej@mydelraybeach.com
22,200 bills - mulit-line delimited file

Moultrie, GA – Since 2009
21 First Avenue NE, Moultrie, GA 39828
Tiffany Shroats: (229) 227-6990; TiffanyS@thomasville.org
8,800 bills

Surfside, FL – Since 2011
9293 Harding Ave. Surfside, FL. 33154
Frantza Duval (305) 861-4863 fduval@townofsurfsidefl.gov
1,700 Bills

Sarasota, FL – Since 2011
1761 12th St. (Utility Billing Office), Sarasota FL 34236
20,250 bills – SunGard HTE multi-line delimited text file
Teresa Witkowski(941)329.6121;Teresa.Witkowski@sarasotafl.gov
20,250 Bills – SunGard THE multi-line delimited txt file

Edgewater, FL – Since 2015
104 N. Riverside Drive Edgewater, FL. 32132
Bridgette King, (386) 424.2400; bking@cityofedgerwater.org
10,000 bills – SunGard Software, multi-line fixed file

Fort Meade, FL – Since 2007
8 West Broadway ST. Frot Meade, FL. 32550
Breanna Smith, (863) 285.1174, bsmith@cityoffortmeade.com
3000 bills, ADG, Single stacked

Haines City, FL – Since 2012
620 Eats main St. Haines City, FL. 33844
Andrea Henley-Pratt, (863) 421.3600; apratt@hainescity.com
9400 Bills, ADG, Multi-line delim

Dunedin, FL – Since May 2016
750 Milwaukee Ave. Dunedin, FL. 34698
LeAnne Steurnagel, (727) 298.3004; lsteurnagel@dunedinfl.net
12,500 bills, SunGard-Pentamation

Margate, FL – Since 2015
5790 Margate Blvd. Margate, FL. 33063
Jackie Earll: (954)972-6454; jearll@margatefl.com
18,000 bills, SunGard, multi-line fixed file

Oakland Park, FL – Since-2007
3650 NE 12th Ave. Oakland Park, FL. 33334
Geneva Burgess, (954)630.4277; genevab@oaklandparkfl.gov
9700 bills, Tyler Tech-Munis, multi-line XML

Coconut Creek FL – Since-2007
4800 W. Copans Rd. Coconut Creek, FL. 33063
Sharon Read, (954) 973.6732; sread@coconutcreek.net
12600 bills, SunGard HTE, Single line, fixed

Palm Springs, FL – Since 2011
226 Cypress Ln. Palm Springs, FL. 33461
Jancy Bravo, (561)965-5770; jbravo@vpsfl.org
12600 Bills Tyler Tech, single fixed

Deland FL – Since 2008
120 South Florida Ave. Deland, FL. 32720
Brandi Weaver: (386) 626-7056; weaverb@deland.org
14200 Bills, Springbrook, multi-line

Opa-locka, FL – Since 2009
780 Fisherman St. Opa-locka, FL. 33054
Nelson Rodriguez: (305) 953-2868; nrodriguez@opalockafl.gov
5000 bills, SunGard, multi-line

Green Cove Springs, FL – Since 2013
321 Walnut Street, Green Cove Springs, FL 32043
Laurie Copeland, 904-297-7500;
4300 bills, ADG

Bradenton, FL – Since 2008
1411 9th ST. West, Bradenton, FL. 34205
Lance Williams: (941) 932-9433
lance.williams@cityofbradenton.com
14800 bills, Tyler Tech-Eden, multi-line XML

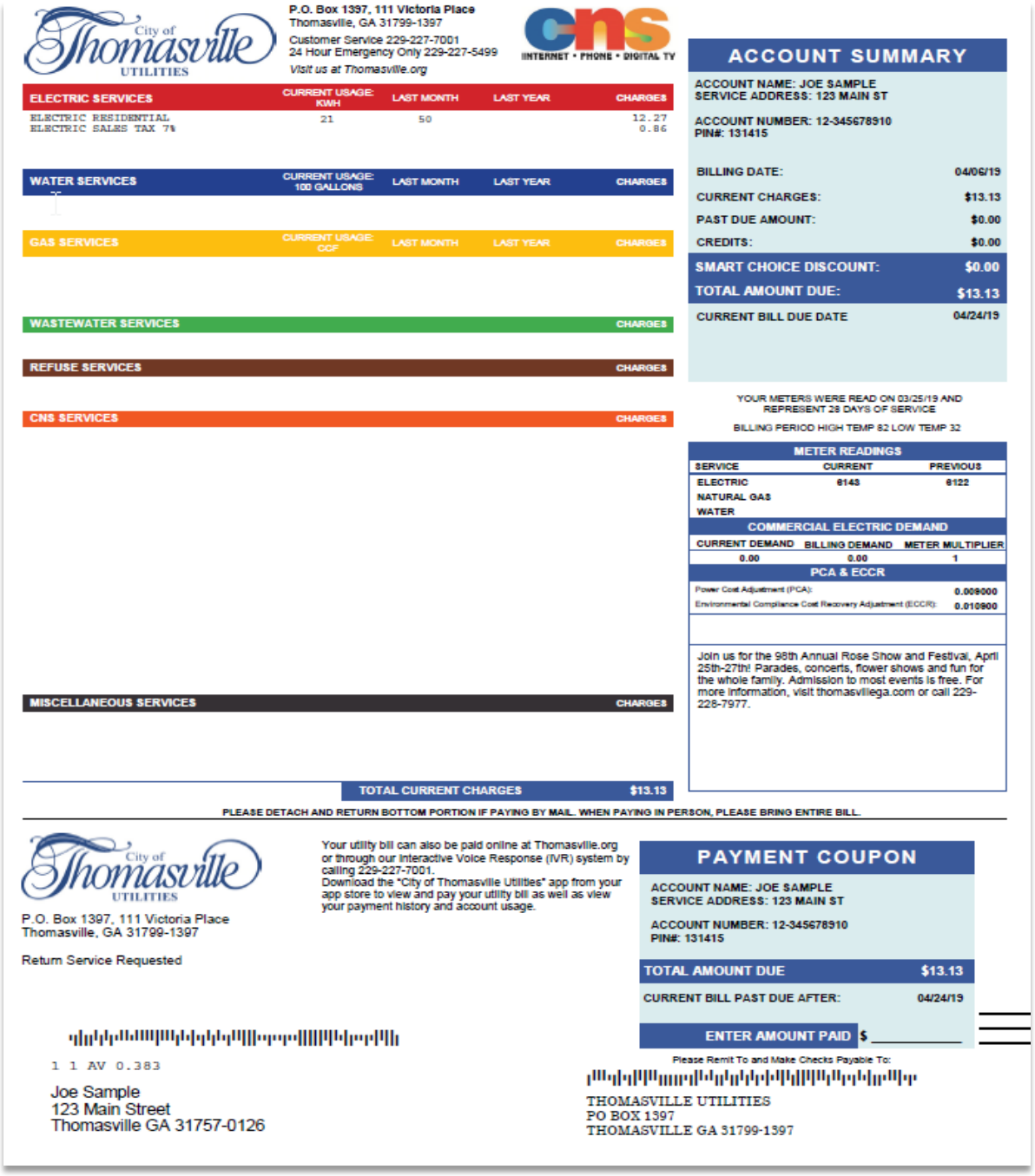
Baldwin County, GA – Since 2009
121 N. Wilkinson St., Milledgeville, GA 31061
Vanessa Hale☹478)445-4237
10,000 bills, Tyler Tech multi-line delimited txt file

Okeechobee Utility Authority – Since 2007
100SW 5th Ave, Okeechobee, FL. 34974
Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouafl.com
9300 bills, Springbrook, multi-line

Plant City, FL – Since 2008
302 W. Reynolds ST. Plant City, FL. 33564
Heather Bowman: (813) 659-4200;
hbowman@plantcitygov.com
10600 bills, ADG, Multi-line delim

Lantana, FL –Since April 2016
500 Greynolds Circle Lantana, FL. 33462
Sharon Almeida, (561) 540-5034; salmeida@lantana.org
3400 bills – SunGard-Pentmation

EXAMPLE BILLS



City of Thomasville UTILITIES

P.O. Box 1397, 111 Victoria Place
Thomasville, GA 31799-1397
Customer Service 229-227-7001
24 Hour Emergency Only 229-227-5499
Visit us at Thomasville.org

cns INTERNET • PHONE • DIGITAL TV

ELECTRIC SERVICES	CURRENT USAGE: KWH	LAST MONTH	LAST YEAR	CHARGES
ELECTRIC RESIDENTIAL	21	50		12.27
ELECTRIC SALES TAX 7%				0.86

WATER SERVICES	CURRENT USAGE: 100 GALLONS	LAST MONTH	LAST YEAR	CHARGES

GAS SERVICES	CURRENT USAGE: CCF	LAST MONTH	LAST YEAR	CHARGES

WASTEWATER SERVICES	CHARGES

REFUSE SERVICES	CHARGES

CNS SERVICES	CHARGES

MISCELLANEOUS SERVICES	CHARGES

TOTAL CURRENT CHARGES	$13.13

ACCOUNT SUMMARY

ACCOUNT NAME: JOE SAMPLE
SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910
PIN#: 131415

BILLING DATE:	04/06/19
CURRENT CHARGES:	$13.13
PAST DUE AMOUNT:	$0.00
CREDITS:	$0.00
SMART CHOICE DISCOUNT:	$0.00
TOTAL AMOUNT DUE:	$13.13
CURRENT BILL DUE DATE	04/24/19

YOUR METERS WERE READ ON 03/25/19 AND REPRESENT 28 DAYS OF SERVICE

BILLING PERIOD HIGH TEMP 82 LOW TEMP 32

METER READINGS

SERVICE	CURRENT	PREVIOUS
ELECTRIC	6143	6122
NATURAL GAS		
WATER		

COMMERCIAL ELECTRIC DEMAND

CURRENT DEMAND	BILLING DEMAND	METER MULTIPLIER
0.00	0.00	1

PCA & ECCR

Power Cost Adjustment (PCA):	0.009000
Environmental Compliance Cost Recovery Adjustment (ECCR):	0.010800

Join us for the 98th Annual Rose Show and Festival, April 25th-27th! Parades, concerts, flower shows and fun for the whole family. Admission to most events is free. For more information, visit thomasvillega.com or call 229-228-7977.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. WHEN PAYING IN PERSON, PLEASE BRING ENTIRE BILL.

City of Thomasville UTILITIES

P.O. Box 1397, 111 Victoria Place
Thomasville, GA 31799-1397

Return Service Requested

1 1 AV 0.383

Joe Sample
123 Main Street
Thomasville GA 31757-0126

Your utility bill can also be paid online at Thomasville.org or through our Interactive Voice Response (IVR) system by calling 229-227-7001.
Download the "City of Thomasville Utilities" app from your app store to view and pay your utility bill as well as view your payment history and account usage.

PAYMENT COUPON

ACCOUNT NAME: JOE SAMPLE
SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910
PIN#: 131415

TOTAL AMOUNT DUE	$13.13
CURRENT BILL PAST DUE AFTER:	04/24/19
ENTER AMOUNT PAID	$ _____

Please Remit To and Make Checks Payable To:

THOMASVILLE UTILITIES
PO BOX 1397
THOMASVILLE GA 31799-1397

City of Woodstock
12453 Hwy 92
Woodstock, GA 30188-3698

UTILITY BILL

Days of Operation: Mon - Fri 8:00 AM - 5:00 PM
Excluding Holidays
Phone: (770) 592-6006
Email: h2o@woodstockga.gov
Website: www.woodstockga.gov

After hours emergency for water outage and leaks
Phone: (770) 926-7871

SAMPLE
WOODSTOCK, GA 30189

ACCOUNT NUMBER	XXXXX
PIN #	
PAST DUE- PAY NOW	$0.00
CURRENT CHARGES	$81.53
TOTAL DUE	**$81.53**
DATE DUE BY	01/30/2020

SERVICE ADDRESS	500 KENNEL RD			
SERVICE DATES FROM	12/3/2019	TO	1/1/2020	DAYS 32

SERVICE	PREVIOUS READ	CURRENT READ	USAGE	CHARGES
WATER	18500	23300	4800	$32.90
SEWER	18500	23300	4800	$48.63

Payments made after preparation of this invoice will not be reflected on past due amounts shown above.

IMPORTANT INFORMATION

PAYMENT IS DUE EVERY MONTH. FAILURE TO RECEIVE THE BILL DOES NOT EXCUSE NON-PAYMENT & SERVICE MAY BE DISCONTINUED.

LATE PAYMENT INFORMATION

AMOUNT DUE IF PAID AFTER 5:00 PM ON 01/30/2020 Includes Penalty	$89.68

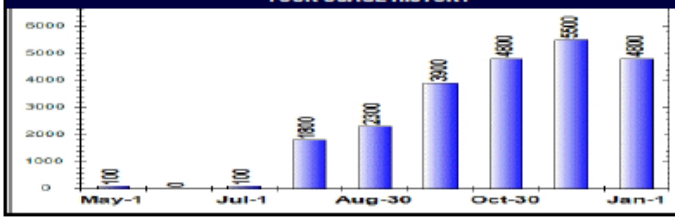
Past Due Balance amounts may incur additional fees & disconnection of service if not paid immediately.

Visit us on the web at http://www.woodstockga.gov

Click on "Pay Online" and "Water Account" to view your account and pay online.

For Woodstock Towne Hall News click on "Living" and "Towne Hall News".

YOUR USAGE HISTORY



PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Pay on line at www.woodstockga.gov

BILL DATE	ACCOUNT NUMBER	DATE DUE BY
01/13/2020	47486	01/30/2020
SERVICE ADDRESS		**TOTAL DUE**
500 KENNEL RD.		$81.53
AMOUNT DUE IF PAID AFTER 5:00PM ON 01/30/2020 (Includes Penalty)		$89.68

12453 Hwy 92
Woodstock, GA 30188-3698

ON AUTO DRAFT

Amount Enclosed $ _____

Please remit and make checks in US funds payable to:

SAMPLE
WOODSTOCK, GA 30189

City of Woodstock
12453 Hwy 92
Woodstock, GA 30188-3698

Water Usage Basics

You can always check the accuracy of your bill by comparing the readings on your statement to the readings you record from the meter. The meter numbers are constantly changing, so it is important to consider the date and time of your readings compared to the Water Department. We usually read meters on the 1st day of the month, between 4am and noon for automated readings, then over the next few days for manual readings.

Water meters are extremely accurate. These are simplistic mechanical devices that use an internal water flow signal to turn the meter numbers as water passes through the meter. There is no physical way for the signal to turn faster than the water flows. If you question the accuracy of your meter, you are welcome to conduct a self-test, by filling a 10 gallon water bucket and comparing the readings before and after.

The biggest concern for customers usually involves leaks. Leaks represent the most prevalent waste of water and unnecessary expense for customers. It is important to remember that water is often leaked or wasted without the knowledge of the resident. The word "leak" here is not meant to imply water is spilling on your floor and needs to be mopped up. Sometimes leaks are difficult to see or hear. The generic Leak Test is to turn off all water devices in your home and on your property, then go observe the meter. If the white or red triangle is moving, that means water is still flowing into your system and you probably have a leak.

If you determine you do have a leak, the next step is to identify the source of the leak and fix it. Most frequently, small leaks are usually associated with toilets and faucets, while larger leaks are often found in the underground lines between the meter and your residence (tree roots are usually the cause). Other common leak sources include irrigation systems and Temperature-Pressure Relief Valves (note: this is not the PRV or Pressure Reduction Valve).

These are some general trends, but leaks can occur in a wide variety of ways. Many homes have an emergency water cut-off valve in or near the home that can be used to help narrow down the location of the leak. If you turn off the water at that point and the white or red triangle of the meter is still spinning, then the leak is almost certainly between that point and the meter, not within the house. If turning off the emergency shut-off valve stops the white or red triangle from spinning, then the leak is almost certainly within the home. Customers generally attempt to identify and fix leaks themselves or by using a plumber. Either way, it is usually advisable to take action. Even a small leak can expand and begin consuming expensive amounts of water. Do not be lulled into complacency simply because you cannot see a leak with your own eyes; leaks frequently occur in places or at times when they are not readily apparent. Customers are responsible for all water that passes through the meter, even if it is wasted in a leak just a few feet away from the meter.

Paying Your Water Bill Online

To make your monthly payment online, please visit www.accessmygov.com. If Woodstock, GA is not shown in the upper left-hand corner of the page, please click on the large green checkmark at the top of the page to choose the appropriate City and State. Once the correct municipality is chosen, you will see "City of Woodstock" located in the upper left-hand corner of the screen. When searching for your account, you can simply search by your account number. We suggest saving this page to your favorites menu, as the next time you navigate here, Woodstock, GA will already be chosen as the default municipality.

At the top of the screen, just below "City of Woodstock", is a search bar. To the left of that search bar is the search criteria drop down menus. Please be sure that you are searching "Utility Billing" by "Account Number" NOT "All Records" by "Address". You may then type in the 5-digit account number and click search. The account name should then appear. You can then click on the account name to view your profile. Your online profile will allow you to make a payment, view your current balance, view your previous payments, etc.

Office Hours:
Monday - Friday 8:00 am - 5:00 pm
For inquiries, please call: (850) 871-6000

Pay on-line, 7 days a week, 24 hours a day using your debit/credit card or ACH debit.

Scan the QR code or visit www.cityofcallaway.com and click on "utility payments." (Service fees will apply)

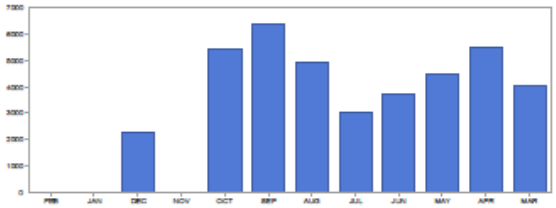
CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Sample, Joe
BILLING PERIOD	2/1/2019 to 2/28/2019
PREVIOUS BALANCE	$30.32
PAYMENTS APPLIED	$0.00
BALANCE FORWARD	$30.32
ADJUSTMENTS	$0.00
CURRENT CHARGES	$52.57
AMOUNT DUE >>	$82.89
DUE DATE >>	3/15/2019

NEW CHARGES

Water Consumption	$0.00
Water Base Charge	$14.21
Sewer Consumption	$0.00
Sewer Base Charge	$38.36
Solids Monthly Charge	$0.00
Tax	$0.00
Irrigation Consumption	$0.00
Penalty	$0.00
Stormwater	$0.00
Misc. Charges	$0.00
Total Current Billing	$52.57
Total	$82.89

PREVIOUS READING		CURRENT READING		
DATE	READING	DATE	READING	USAGE
1/17/2019	144060	2/11/2019	144060	0

Current Year Water Consumption



The City of Callaway has not charged flat rates since the September 2018 billing. As of January 1, 2019 flat rates were reinstated and are reflected on this bill.
Please note that the current bill is due March 15th and late fee penalties will be applied to any outstanding balance due on March 16th. A Disconnects fee of $25 will be applied to accounts with outstanding balances after March 25th and water will be shut off if bills are not paid on time.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT TO INSURE PROPERT CREDIT TO YOUR ACCOUNT - RETAIN TOP PORTION FOR YOUR RECORDS.

Callaway Utility Billing
6601 E Highway 22
Callaway, FL 32404-9542
Address Service Requested

1 1 SP 0.500
Joe Sample
369 Main Road
Virginia Beach VA 23451-2238

CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Joe Sample
SERVICE ADDRESS	123 Old Main St
AMOUNT DUE >>	$82.89
DUE DATE >>	3/15/2019

PLEASE MAKE CHECKS PAYABLE TO:
City of Callaway
6601 E Highway 22
Callaway, FL 32404-9542

City Commission Meeting

The city of Callaway Commission Meeting are now being live-streamed and can be accessed thereafter On-Demand! Commission Meetings are on the 4th Tuesday of the month preceded by a Commission Workshop the Monday before. Also, all meetings of Advisory Boards, i.e., Code enforcement, Planning, etc., will also be available for viewing, during the meetings as well as anytime afterward with On-Demand. The link is on the Meeting and Agendas page of the City's Website. Should you have any questions please contact Janice L. Peters, City Clerk at 850-215-6694. If any citizen would like to serve on the City's Advisory boards as a volunteer please contact City Clerk at 850-215-6694.

Ordinance No.968 – Trash Time and Placement

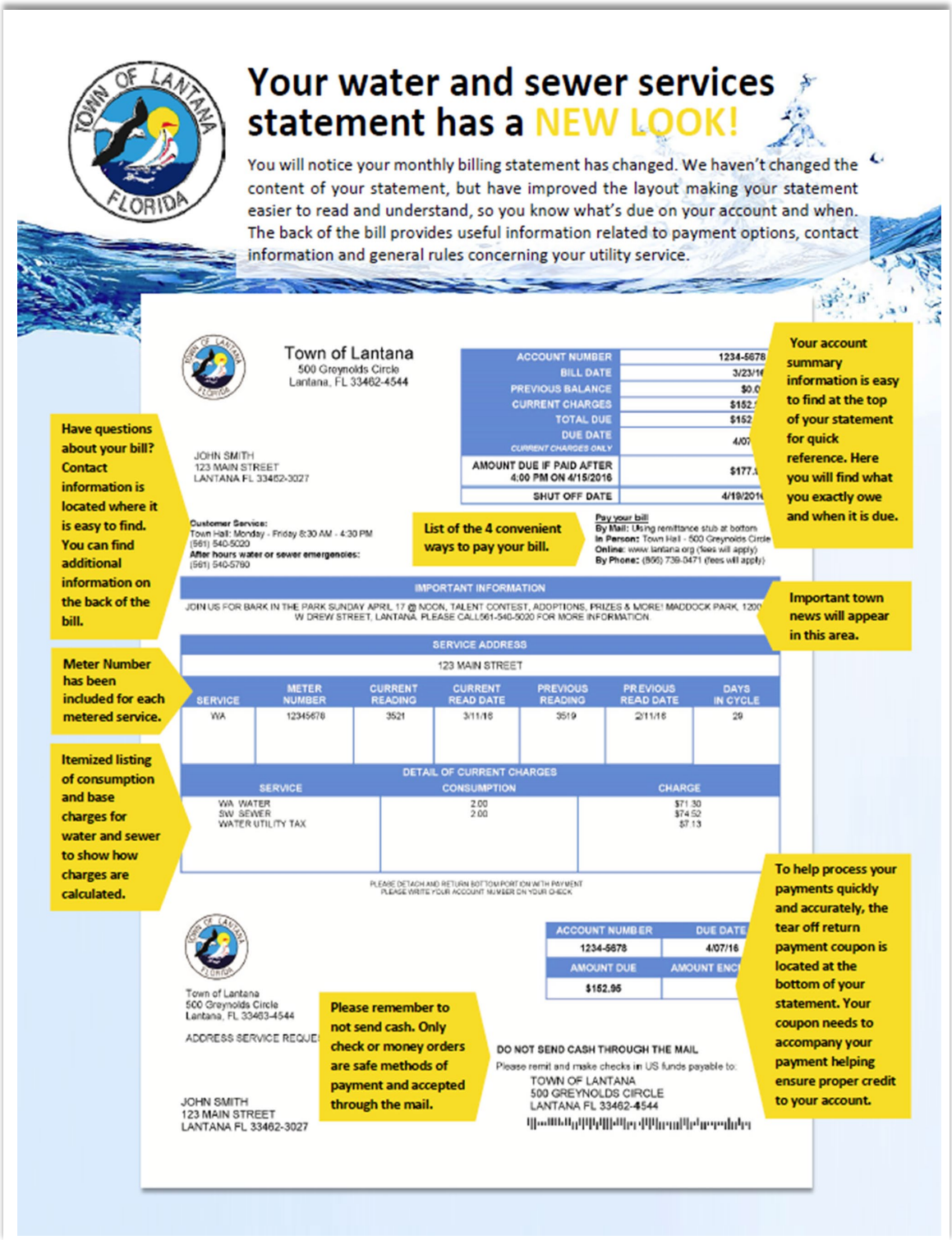
In an effort to help reduce the number of issues caused from leaving garbage by the street for extended periods of time, the City Commission passed Ordinance No. 968 to regulate how and when items may be set out for collection. Residents shall not place garbage containers by the street for collection by 12:00 PM on the day before the designated collection day. The garbage containers shall be removed within 24 hours after collection. Garbage must be placed securely in metal or hard plastic cans with a lid or top. Residents shall not place trash/debris piles by the street for collection before 12:00 PM on the Saturday before designated collection day. All restrictions on construction and demolition debris, and bulk remain in effect.

Donations

The City of Callaway is asking for Donations to help maintain and improve its parks. A recommended donation of $10, $25, or $50 is being asked, however any amount would be appreciated. Please submit, by separate check, any donation to City of Callaway 6601 E Hwy 22 Callaway FL 32404, Attention Park Donation.

Utility Service

If your bill is not paid on the 15th of the month by 5pm, a 10% late penalty will be added to your account. Your total bill must be paid on or before the 25th of the month by 5pm to avoid interruption of service. A $25 disconnect fee will be added to all account balances not paid in full by 5pm on the 25th of the month. If billing due date falls on date City Hall is closed payment must be made on the next business day. If services are disconnected and your deposit does not meet the minimum required deposit of $250, an additional deposit may be required. Payments are due by specified due dates, if payment is not made within timely manner and services are interrupted, upon receipt of full payment due services will be restored next business day. There are no after hours, weekend or holiday connections or reconnections. All correspondence and Utility disputes should be submitted in writing to City of Callaway 6601 E Hwy 22 Callaway, FL 32404.



ENCO ADVANTAGE AGREEMENT, TERMS & CONDITIONS

ENCO UTILITY SERVICES FLORIDA LLC, a corporation duly organized and existing under the laws of the State of Delaware, herein referred to as ENCO, hereby offers billing services for the Pender County Utilities, NC herein referred to as Client. ENCO will do all the data management, file preparation, printing & mailing at its utility billing center in Tallahassee.

ENCO, agrees to provide Client services defined in this proposal herein and at pricing contained in the ENCO Pricing Schedule. The Client agrees that ENCO shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. **INTEREST** - ENCO presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, ENCO, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
2. **E-VERIFY** – ENCO uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. ENCO's E-Verify Number is 429556
3. **COMPENSATION** – In full and complete compensation for all goods and services provided by ENCO according to the Pricing Schedule, Client aggress to pay ENCO according to the rates set forth in the ENCO Pricing Schedule. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. ENCO will provide to Client an invoice after each production run consisting of all fees, as outlined in the ENCO Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
4. **FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day- to-day basis to the extent such party's obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** – ENCO agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which ae clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of ENCO's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by ENCO without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP – (A)** Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium ("Intellectual Property") belonging to the other ("Owner"), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non- transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner's Intellectual Property. All rights not expressly granted to Client hereunder are reserved by ENCO. **(B)** Client shall not, and shall not permit any other third party, to disassemble, decompile, reverse engineer, or create derivate works from the Software. **(C)** Client warrants to ENCO that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to ENCO for use in connection with the Service. **(D)** ENCO shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of ENCO showing actual money damages. Such injunctive relief shall not preclude ENCO from pursuing any other remedies available to it, including the recovery for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

7. **LIMITATION OF LIBILITY** – The parties hereto agree that this agreement is only for the production of goods and services. ENCO shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, ENCO shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. ENCO is not liable for incidental or consequential damages, including revenue, even if ENCO has been advised of the possibility of such loss or damage.
8. **NO AGENCY -** Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT –** the Agreement is effective as of the Effective Date and will continue for an initial term of one three (3) year period ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term".)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ENCO Utility Services Florida, LLC	___PENDER COUNTY UTILITIES, NC (CLIENT)
By:	By:
Name:	Name:
Title:	Title:
Witness:	Witness:
Date Signed:	Date Signed:
	Effective Date:

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 12, 2021
SUBJECT:	Approval of Purchase Order to WellPath for Inmate Medical Care in the Pender County Jail: $375,000.00.

SUMMARY:
Pender County currently contracts with WellPath to provide health services to the inmates in the Jail. The cost of this service is estimated to be $375,000.00 for FY 2021-2022. This includes sixteen hours of daily coverage Monday through Friday and twelve hours of coverage Saturday and Sunday, by nurses on staff. These funds are to come out account 510030-404600.
This expenditure has been budgeted in the FY 21-22 Budget Ordinance.

ACTION REQUESTED:
The Board of Commissioners is requested to authorize a purchase order to WellPath in the amount of $375,000.00 for inmate medical care in the Pender County Jail

SECMG
Southeast Correctional Medical Group

October 26, 2020

Captain Randolph King, Jail Administrator
Pender County Jail
104 North Walker St
Burgaw, NC 28425

Re: 2021 – 2022 Renewal to the Correctional Health Services Agreement

Greetings Captain King:

I hope this letter finds you well. Southeast Correctional Medical Group, LLC ("SECMG") is proud to partner with Pender County and we are excited to move into another year of delivering quality healthcare to your inmates.

Annual Renewal
The current term of our agreement will end June 30, 2021. Per Section 6.01, the contract will automatically renew for an additional one-year period.

Annual Price Adjustment
For the term beginning July 1, 2021 and ending June 30, 2022, we request a compensation escalation consistent with the Consumer Price Index ("CPI") for Urban Consumers – Medical Care Services Component, South Region. This CPI rate is presently 4.5% for September 2020.

Application of the 4.5% increase revises the annual base compensation amount from **$297,107.15** to **$310,476.97**, billed **$25,873.08** monthly. The cost pool will remain **$32,000** annually, or **$2,666.67** monthly, bringing the total annual compensation amount to **$342,476.97** for professional health care services rendered at the Pender County Jail.

Staffing Matrix
SECMG would also like to formally incorporate into our agreement the following staffing matrix illustrative of the current health care coverage being provided at the Jail.

PENDER COUNTY JAIL, NORTH CAROLINA Staffing Matrix									
POSITION	**Mon**	**Tues**	**Wed**	**Thur**	**Fri**	**Sat**	**Sun**	**Hours**	**FTEs**
Days									
LPN	8	8	8	8	8	12	12	64	1.60
RN	8	8	8	8	8			40	1.00
Provider – Weekly*		X						0	0.000
Subtotal								*104*	*2.600*
TOTAL								*104*	*2.600*

*Flat fee position. FTEs are not counted.

If the County is in agreement with the proposed terms, please sign the following page and emailed a signed copy to Andrea Knox, Partner Services Specialist, at ***akknox@wellpath.us***. Upon receipt of the signed letter, our Legal Department will draft a formal contract amendment and route to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

SECMG
Southeast Correctional Medical Group

We greatly appreciate our partnership and look forward to another successful year working together. Please feel free to contact David Hackworth, Regional Director of Operations for Pender County, at 757-749-4667 with any additional questions or concerns you may have.

Sincerely,

Linda Pansulla
Regional Vice President

Cc: *David Hackworth, Regional Director of Operations*
Adolfo Cisnero, Senior Director, Partner Services

The undersigned is authorized by the Pender County to accept the above terms:

_____ _____
Authorized Pender County Representative Date Signed

_____ _____
Print Name Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

SECMG
Southeast Correctional Medical Group

February 11, 2021

Captain Randolph King, Jail Administrator
Pender County Jail
104 North Walker St
Burgaw, NC 28425

Re: 2021 – 2022 Renewal to the Correctional Health Services Agreement – *Revised*

Greetings Captain King:

I hope this letter finds you well. Southeast Correctional Medical Group, LLC ("SECMG") is proud to partner with Pender County and we are excited to move into another year of delivering quality healthcare to your inmates.

Annual Renewal
The current term of our agreement will end June 30, 2021. Per Section 6.01, the contract will automatically renew for an additional one-year period.

Annual Price Adjustment
To demonstrate our ongoing commitment to being an excellent partner to Pender County, we agree to reduce the CPI proposed in our previously submitted letter dated October 26, 2020 from 4.5% to 3.5% for the 2021-2022 contract year.

Application of the 3.5% increase revises the annual base compensation amount from **$297,107.15** to **$307,505.90**, billed **$25,625.49** monthly. The cost pool will remain **$32,000** annually, or **$2,666.67** monthly, bringing the total annual compensation amount to **$339,505.90** for professional health care services rendered at the Pender County Jail.

Staffing Matrix
SECMG would also like to formally incorporate into our agreement the following staffing matrix illustrative of the current health care coverage being provided at the Jail.

PENDER COUNTY JAIL, NORTH CAROLINA Staffing Matrix									
POSITION	**Mon**	**Tues**	**Wed**	**Thur**	**Fri**	**Sat**	**Sun**	**Hours**	**FTEs**
	Days								
LPN	8	8	8	8	8	12	12	64	1.60
RN	8	8	8	8	8			40	1.00
Provider – Weekly*		X						0	0.000
Subtotal								*104*	*2.600*
TOTAL								*104*	*2.600*

*Flat fee position. FTEs are not counted.

If the County is in agreement with the proposed terms, please sign the following page and emailed a signed copy to Andrea Knox, Retention Specialist, at ***akknox@wellpath.us***. Upon receipt of the signed letter, our Legal Department will draft a formal contract amendment and route to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

SECMG
Southeast Correctional Medical Group

We greatly appreciate our partnership and look forward to another successful year working together. Please feel free to contact David Hackworth, Regional Director of Operations for Pender County, at 757-749-4667 with any additional questions or concerns you may have.

Sincerely,

Linda Pansulla
Regional Vice President

Cc: *David Hackworth, Regional Director of Operations*
Adolfo Cisnero, Senior Director, Contract Retention

The undersigned is authorized by the Pender County to accept the above terms:

_____ _____
Authorized Pender County Representative Date Signed

_____ _____
Print Name Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

SECMG
Southeast Correctional Medical Group

April 16, 2020

Captain Randolph King, Jail Administrator
Pender County Jail
104 North Walker St
Burgaw, NC 28425

Re: Fourth Amendment to the Correctional Health Services Agreement

Greetings Captain King:

I hope this letter finds you well. Southeast Correctional Medical Group, LLC ("SECMG") is proud to partner with Pender County and we strive to provide quality services that exceed your expectations.

Per Section 6.01 of the Correctional Health Services Agreement, by and between SECMG and Pender County Jail (the "Agreement"), the Agreement will automatically renew for an additional one-year period on July 1, 2020.

For this renewal period, we request an increase of 3.5% revising the base annual compensation amount for professional health care services rendered at the Pender County Jail from **$319,060.05** to **$329,107.15**, or **$27,425.60** per month. This amount is inclusive of the $32,000 annual cost pool.

As such, The Agreement shall be amended by deleting Section 7.01 in its entirety and inserting the following language in lieu thereof:

> **7.01 Base Compensation**. County will pay SECMG the sum of $297,107.15 for services provided by SECMG in twelve (12) months with a cost pool of $32,000 per twelve (12) months for a total of $329,107.15. Payments will be $27,425.60 per month, which includes the cost pool. This compensation level assumes a maximum inmate population of 92.

Please sign this letter in the space provided below and email a signed copy to Andrea Knox, Partner Services Specialist, at ***akknox@wellpath.us***. This letter shall serve as the Fourth Amendment to the Agreement and shall be binding upon both parties upon signature of the County and SECMG, pursuant to Section 9.05 of the Agreement. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

Should you have any questions or concerns, do not hesitate to contact David Hackworth, Regional Director of Operations for Pender County, at 757-749-4667.

Sincerely,

Cindy P. Watson

Cindy Watson, President

SECMG
Southeast Correctional Medical Group

AGREED TO AND ACCEPTED AS STATED ABOVE:

Chad McEwen, County Manager
Pender County, NC

Date

Cc: *David Hackworth, Regional Director of Operations*
Adolfo Cisnero, Senior Director, Partner Services
Linda Pansulla, Regional Vice President

Jennifer Coleman

From: R. Earl Moore <rmoore@pendercountync.gov>
Sent: Friday, February 19, 2021 8:28 AM
To: Alan W. Cutler; Michael Collier; Jennifer Coleman; Randy King
Cc: Erik L. Harvey; Jennifer Price; Josh Norwood; Kimberly H. Leonard
Subject: Physical Security Project Costs - Pender County Sheriff's Office

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

ITS is requesting that Departments budget for their respective costs for the Physical Security refresh project. This will replace the on premise NVR and Door Access equipment with a Cloud-Hosted/Cloud-Managed solution. The costs provided are estimated based on results from an RFI completed recently. However, Pender ITS will issue an RFP in the March/April time frame. The Capital Outlay costs include the parts and labor and Contracted Services costs include the annual fee for the cloud managed systems and 90 days of cloud video footage.

Project	Capital Outlay	Contracted Services	Total
Law Enforcement Center	$ 21,455.12	$ 11,409.60	$ 32,864.72
Jail & Jail Admin	$ 29,082.20	$ 21,337.20	$ 50,419.40
Judicial Annex	$ 11,664.50	$ 4,876.92	$ 16,541.42

Please review and let me know if you have any questions.

**These costs do not impact the Courthouse project. Costs for the additional cameras will be provided once received **

Thank You,

R. Earl Moore, CGCIO | ITS Operations Manager
Pender County ITS Department
805 S. Walker St. Burgaw, NC 28425
(910) 259-0229 P | 910-259-1403 F
rmoore@pendercountync.gov

*** For urgent needs, Please contact the ITS Service Desk at (910) 259-1260.
ITS Service Desk: itsservicedesk@pendercountync.gov

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Axon Enterprises, Inc. in the Amount of $47,438.00 for the Lease Purchase of the Tasers.

SUMMARY:
The Pender County Sheriff's Office deputies use tasers while on duty. Most of the tasers are in need of replacement due to everyday wear and tear or expiration. This lease will take the funds that we currently have and align those with the first year cost (~10% Total Contract Value -TCV) of the Axon program. The lease will then spread the difference of the first year across years 2-5 into 4 equal annual payments, giving a flat operating cost for budgeting. Should any budget in the out years not be approved and appropriated, the Axon Contract includes a non-appropriations clause which would release the County from the contract. Having deployed this solution to 1,000's of agencies across the nation, they have never seen a governing body pull our technology off of the officers and vehicles. This solution will also future-proof Pender County as you would not incur a capitol expense for BWC hardware again since you would be receiving new body-cams every 30 months and 60 months.
TASER 7 Hardware Purchase Plan - $480 per year, per CEW: This breaks down the cost of the weapon, holster, rechargeable battery, charging dock, and CEW Evidence.com software access into 5 annual payments. The CEWs, rechargeable batteries, and charging dock are covered on a 5-year No-Questions-Asked Warranty. If a warrantied product breaks for any reason in the five years, we fix it or send you a new one.

TASER 7 Certification Add-On Plan - $240 per year, per Officer/Deputy: Supplies the agency with 8 training cartridges per year, per officer and *unlimited* field-use cartridge replacements over the 5 years. This allows you to budget your Taser training/consumables with 100% certainty. Also, the "al la carte" price of (8) Taser7 training cartridges in 2019 is $304.00 ($38 per cartridge). The Certification Plan will therefore save Pender County $3840 each year ($19,200 total) in training cartridge expenses, and from there Pender County will not need to pay for replacement duty-use cartridges.

In addition to the savings, Pender County also receives:

1. Free inert simulation cartridges
2. 1 Free H.A.L.T Simulation Suit ($750 value)
3. Free Access to our Virtual Reality Use-of-Force Training Content.
4. Spare Rechargeable Batteries
5. 1 Free Instructor Course Attendance per year ($495 value per class)

1 Free Master Instructor Course Attendance per year ($1495 value per class)

Staff truly believe that this is the best platform for Pender County to move forward with and get the Deputies the technology they need.

These funds will come out of account 510-404500.

ACTION REQUESTED:

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

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Orders to NC Department of Corrections for $30,000 and US Food Services for $75,000.

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

These expenditures have been budgeted in the FY 21-22 Budget Ordinance.

ACTION REQUESTED:
The Board of Commissioners is requested to authorize purchase orders for food and provisions for the Jail to NC Department of Corrections $30,000 and US Food Services: $75,000.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 12, 2021
SUBJECT:	Approval of Purchase Order(s) for Health Department Medical Expenses in the amount of $40,000

SUMMARY:
The Pender Health Department purchases medical supplies from various vendors during the budget year to provide services at the Health Department. Medical supplies are necessary to operate all facilities efficiently. We request approval of a purchase order to Theracom, LLC which is the sole manufacturer/vendor of Nexplanon (long term birth control). Funding was approved by the board of commissioners during the budget process on June 7, 2021.

900051 404600 Medical Expenses (TheraCom, LLC) **$40,000**

ACTION REQUESTED:
The Board is requested to authorize purchase orders for medical expenses in the amount of $40,000 for Fiscal Year 2021-2022.

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	July 12, 2021
SUBJECT:	Approval of Purchase Order for Health Department Contracted Services to the Pender Board of Education in the amount of $150,000

SUMMARY:
The Women's and Children's Health Branch provides $150,000 with the School Nurse Funding Initiative to the Pender County Health Department. The Pender County Health Department contracts with the Pender Board of Education for (3) School Nurses. The funds are received by the Health Department and passed on to the Pender Count Board of Education. We are requesting approval of a purchase order to the Pender Board of Education in the amount of $150,000.

900066-404500 Contracted Services (Pender Board of Education) **$150,000**

ACTION REQUESTED:
The board is requested to authorize purchase orders for contracted services to the Pender Board of Education in the amount of $150,000 for Fiscal Year 2021-2022.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	
SUBJECT:	Consideration of Extension of Contract with the Law Firm of Zachary S. Rivenbark for Legal Services Relating to Code Enforcement Efforts

SUMMARY:
Pursuant to the contract with Zachary S. Rivenbark for legal services relating to code enforcement efforts undertaken by Pender County Planning and Community Development, the County has the ability to extend this agreement upon written consent of Mr. Rivenbark and of the Board of County Commissioners. Staff propose extending this contract under the same terms as are currently specified for a period of one (1) year, to end June 30, 2022, subject to review and approval of the contract documents by appropriate Pender County staff.

ACTION REQUESTED:
To consider extending the contract with Zachary S. Rivenbark for the provision of legal services relating to code enforcement efforts to June 30, 2022.

ATTACHMENTS:
1. Current Signed Contract and Initial Response to RFP

THE LAW OFFICE OF
ZACHARY S. RIVENBARK
ATTORNEY AT LAW
POST OFFICE BOX 625
107 EAST FREMONT STREET
BURGAW, NORTH CAROLINA 28425
EMAIL: zsr@pendercountyattorney.com
TEL. (910) 259-7772
FAX (910) 259-7796
www.pendercountyattorney.com

January 20, 2021

CONTRACT FOR LEGAL SERVICES

Zacchary S. Rivenbark agrees to perform the services as outlined in his response to the County's Request for Proposals attached as "Exhibit A" as the Attorney for the County of Pender.

Zachary S. Rivenbark shall be paid an hourly rate of $150.00 for services rendered on behalf of the County of Pender. Zachary S. Rivenbark will submit a monthly bill and statement to the county manager and/or his designee on the last business day of each month. Said bill shall be promptly paid within 14 calendar days.

In addition to duties identified in Exhibit A, Zachary S. Rivenbark shall be reimbursed in full for any expenses he has while performing duties on behalf of the County of Pender. Should Zachary S. Rivenbark be required to travel or attend conferences or meetings on behalf of the town, he shall be paid his hourly rate for travel time and time in meetings and/or conferences.

This contract is a temporary contract but can be extended with the written consent of Zachary S. Rivenbark and the County's Board of Commissioners. Should the County's Board of Commissioners desire to enter into a long term agreement, a new contract specifying the duration of said contract shall be executed.

1/26/2021
Zachary S. Rivenbark, Esq.

County Manager
Chad McEwen, Manager

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

Mayumi C. Blue

A proposal for Pender County Government's Request for Legal Services

RFP No. 201015-109



THE LAW OFFICE OF
ZACHARY S. RIVENBARK
ATTORNEY AT LAW
POST OFFICE BOX 625
107 EAST FREMONT STREET
BURGAW, NORTH CAROLINA 28425
EMAIL: zsr@pendercountyattorney.com
TEL. (910) 259-7772
FAX (910) 259-7796
www.pendercountyattorney.com

November 13, 2020

Pender County Planning and
Community Development Director
c/o Travis Henley
805 S. Walker St.
Burgaw, NC 28425

Re: RFP No. 201015-109

Dear Mr. Henley,

I appreciate the opportunity to respond to the County's RFP for legal services. I feel I can add a great deal to the county in terms of legal services as I have to the Town of Burgaw, North Carolina Blueberry Festival and thousands of other clients over the years.

As a homegrown attorney, I know the people and the issues the County faces and feel I am in an excellent position to address them.

I look forward to working with you. Please feel free to contact me to discuss this matter.

Sincerely,

Zachary S. Rivenbark, Esq.

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Legal Experience

Zachary S. Rivenbark is a native of Burgaw, North Carolina and has practiced law in Pender County since December of 2015, primarily in civil practice. Zachary S. Rivenbark has been the attorney for the North Carolina Blueberry Festival since 2016 and has served as the appointed attorney for the Town of Burgaw and Burgaw Tourism Development Authority since 2018 in addition to thousands of other civil, criminal, estate and real estate clients over the years. Mr. Rivenbark's practice is primarily devoted to litigation matters in civil and district court in Pender County (90%) and Duplin County (10%) as well as providing municipal legal services to the Town of Burgaw.

Mr. Rivenbark is a member in good standing of the North Carolina Bar and has been rated as a "Rising Star" by Super Lawyers for 2020 and 2021(unreleased as of the date of this proposal).

Municipal Experience

Mr. Rivenbark has served as the sole attorney for the Town of Burgaw and its related entities, including the Planning Board, since 2018. During this time Mr. Rivenbark guided the Town out of pending litigation with the Town of Wallace and through other high profile litigation such as *William McLean, Melanie Bradshaw, and Scotch Bonnet Solar, LLC v. Town of Burgaw,* Pender Co. File NO. 20 CVS 185 which resulted in a resolution to all parties' satisfaction, as well as advising the Town on a plethora of issues including but not limited to:

A. Chapter 160D changes;
B. ADA issues;
C. Public Records Request issues;
D. Zoning, UDO and Municipal Code Issues
E. COVID-19 issues;
F. Employment law issues;
G. Law Enforcement Issues;
H. Liability issues;
I. Easement Issues;
J. Constitutional Issues;
K. variety of other legal issues for all Town Departments including, Public Works, Police and Fire Departments, Human Resources, Finance, Town Manager, Clerk and the Mayor and Board of Commissioners;
L. pursued easements, injunctions, compliance and civil remedies related to the Town's Unified Development Ordinance;
M. Participates and ensures statutory compliance with personnel and budget policies and agendas;
N. Attends and offers guidance and advice at all Town Meeting (and subsidiary committee meetings such as Planning Board, Tree Board and Board of Adjustment);
O. Reviews contracts and grant submissions and proposals on behalf of the Town;
P. Provide all services related to litigation involving the Town or a Town employee acting on behalf of the Town;

Q. All legal services requested;

Mr. Rivenbark has worked with County Attorney, Carl "Trey" Thurman at various times during his tenure as the Attorney for the Town of Burgaw.

Mr. Rivenbark will remain the Attorney for the Town of Burgaw if awarded this role with the County. No conflicts are perceived other than potentially related to the construction of a new County Jail (proposed in the Town's ETJ) which Mr. Rivenbark specifically gives notice of and will not advise the County in the event of a disagreement between the County and Town.

Other Experience

In addition to corporate and municipal matters, Mr. Rivenbark routinely handles cases in family (civil district) court, criminal district and superior court, and civil superior court as well as real estate and estate planning matters. Mr. Rivenbark has handled multiple cases to settlement or verdict in excess of 1 million dollars.

Company Profile

Law Office of Zachary S. Rivenbark, PLLC

We are a PLLC incorporated in the state of North Carolina expressly permitted to provide legal services.

Employees: 3

Attorneys: 1, Zachary S. Rivenbark

Licensure: North Carolina (2015), application pending in Alabama

Compensation

Mr. Rivenbark's hourly billing rate for Pender County Shall be $150.00 per hour, billed in 6 minute (ex. .1) increments, and payable within 10 days of receiving a monthly billing statement. This rate is the same as the Town of Burgaw compensation rate and is substantially lower than Mr. Rivenbark's general hourly billing rate.

352

References

Pete Cowan, Mayor
Town of Burgaw
(910) 520-6080

Joseph Pierce
Former Manager, Town of Burgaw
(704) 878-5037

Jennifer Riggins Hansen
Planning Board Member and TDA Board Member
804 Center Ct.
Burgaw, NC 28425

Town of Burgaw Staff and Commissioners

**private client references cannot be disclosed due to confidentiality and attorney-client privilege*

Pender County
Approval of Purchase Order to NCACC Risk Management Pool

TO:	Board of County Commissioners
FROM:	Jennifer Kimler
DATE:	July 12, 2021
SUBJECT:	PO for Workers Compensation & Liability and Property

SUMMARY:
The North Carolina Association of County Commissioner's (NCACC) Risk Pool has successfully managed our worker's compensation program over the past several years. We are also enrolled in the NCACC Liability and Property pool for which we receive numerous discounts for such as, a multi-pool discount, longevity discount, and safety credits. This year Human Resources, Finance, and the County Attorney worked closely on RFP's for both Workers compensation and L&P. After further discussion with the Attorney it was determined that the RFP's should be put on hold due to implications of the pandemic and Covid-related workers comp cases. We have received quotes from the Risk Pool in the amount of $299,120 for WC and $609,209 for L&P.

ACTION REQUESTED:
To approval the NCACC Risk Pool purchase order of $299,120 for WC and $609,209 for L&P

NCACC Risk Management Pools
Liability and Property

County: **Pender County**

RENEWAL ESTIMATE JULY 1, 2021 TO JULY 1, 2022 Date of Quote **5/12/2021**

Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	$1,000	Total Property Values	$88,813,140	**268,552**
Named Storm		*$1,000*			
		$1,000	Total Inland Marine Values	$6,732,725	**20,359**
Flood, NFIP		*$500,000*			
Flood/Earthquake		*$25,000*		Total	**$288,911**
General Liability	$2,000,000	$0	Population	63,060	**22,972**
			Number of EMTs	0	**0**
				Total	**$22,972**
Automobile Liability	$2,000,000	$0	Total # of Vehicles (Liability)	285	**101,082**
Excess Auto Liability					**0**
Physical Damage	Actual Cash Value	$1,000	Total # of Vehicles (PD)	253	**44,881**
Replacement Cost	$0		Value of Selected Veh.	$0	**$0**
				Total	**$145,963**
Crime	$250,000	$1,000	Money on Premises	1	**$968**
			Great than $250,000	0	**$0**
				Total	**$968**
Public Officials Liability	*$2,000,000 per occurrence*	$5,000	Population	63,060	**25,424**
	$6,000,000 aggregate			Total	**$25,424**
Law Enforcement Liability	*$2,000,000 per occurrence*	$5,000	Class A Employees Class B Employees Class C Employees	109 41 33	**79,367** **16,627** **4,562**
	$6,000,000 aggregate			Total	**$100,556**
Employment Practices Liability	*$2,000,000 per occurrence*	$5,000	Population	63,060	**19,415**
	$6,000,000 aggregate			Total	**$19,415**
Employee Benefits Liability	$2,000,000	$5,000		Total	**included**
Environmental Impairment Liability	$250,000 *aggregate*	$0		Total	**included**
Privacy or Security Event Liability	$1,000,000	$5,000	Population	Total	**$5,000**
			Annual Estimated Contribution		**$609,209**

Please return this document with your signed proposal.

NCACC Risk Management Pools
Liability and Property

Payment Plan Available: Liability & Property Pool Quoted on: **5/12/2021**

County or Entity: **Pender County**

Annual Payment Plan:	**$609,209**

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. *A two percent late payment fee will be assessed on all amounts received after that date.*

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature

Printed Name Charlie W. McEwen

Print Title County Manager

Date 5/17/21

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

Financial Officer:

Signature Margaret C. Blue

Date 5/17/21

Please sign and return the accepted proposal by June 15th, 2021.

NCACC Risk Management Pools
Workers Compensation

RENEWAL ESTIMATE JULY 1, 2021 TO JULY 1, 2022

Quoted on: **5/12/2021**

Member: **PENDER COUNTY**

Limits Coverage A : Workers Compensation: Statutory
Coverage B: Employer's Liability: $2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7520	WATERWORKS OPERATIONS	$773,297	2.891	$22,357
7580	SEWAGE DISPOSAL PLANT OP & DRIVER	$111,703	2.004	$2,239
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	$175,993	2.779	$4,891
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	$5,517,025	2.655	$146,504
8380	AUTO SERVICE OR REPAIR CENTERS & DRIVERS	$86,440	2.375	$2,053
8742	SALESPERSON, COLLECTORS OR MESSENGERS - OUTSIDE	$66,897	0.426	$285
8810	CLERICAL	$5,638,718	0.236	$13,286
8810x	CLERICAL -DSS - N/A	$2,729,389	0.236	$6,431
8810y	CLERICAL - HEALTH DEPT. - N/A	$149,263	0.236	$352
8831	HOSPITAL VETERINARY & DRIVERS	$273,504	1.033	$2,826
8832y	PHYSICIAN HEALTH DEPT N/A	$2,232,436	0.292	$6,520
8835y	PUBLIC HEALTH NURSES - HEALTH DEPT. N/A	$176,001	2.347	$4,130
9015	BUILDINGS - NOC	$285,770	3.009	$8,599
9033	HOUSING AUTHORITY & CLERICAL, SALESPERSONS, DRIVERS	$131,333	1.476	$1,939
9102	PARK NOC ALL EMPLOYEES/DRIVERS	$321,255	1.841	$5,915
9402	STREET CLEANING & DRIVERS	$63,140	5.053	$3,190
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	$152,508	6.192	$9,443
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	$1,301,353	1.544	$20,089
9410x	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	$1,968,151	1.544	$30,383
9410y	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	$436,500	1.544	$6,738
9999	VOLUNTEERS (NCACC designated class)	$1,514	26.594	$403
8810	CLERICAL	$22,318	0.236	$53
8810y	CLERICAL - HEALTH DEPT. - N/A	$15,037	0.236	$35
8831	HOSPITAL VETERINARY & DRIVERS	$44,457	1.033	$459

Total Estimated Payroll **$22,673,999**

Subject to audit.

2021-2022 Contribution: $299,120

Please return this document with your signed proposal.

NCACC Risk Management Pools
Workers Compensation

Payment Plan Available: Workers' Compensation Pool Quoted on: **5/12/2021**

County or Entity: **PENDER COUNTY**

Annual Payment Plan:	**$299,120**

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. *A two percent late payment fee will be assessed on all amounts received after that date.*

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature _____

Printed Name Chadwick W. McEwin

Print Title County Manager

Date 5/17/21

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

Financial Officer:

Signature Margaret C. Blue

Date 5/17/21

Please sign and return the accepted proposal by June 15th, 2021.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	July 12, 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 June 2021.

Pender County

Request For Board Action

DATE OF MEETING: July 12, 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	COASTAL CLEAN FREAKS LLC	217781109	166.39	SOLD
2019	DOHERTY, NANCY MACLEAN	290551848	119.02	SITUS
2020	ELDER, JOHN M	217913646	189.34	ADJSTD VALUE
2019	FAITH HARBOR UNITED METHODIST CHURCH	217675545	176.63	EXEMPT
2020	HARDEE, WENDY FLETCHER	218428224	653.72	SOLD
2020	JOHNSTON, SONYA VERAE BROWN	291237612	185.66	SITUS
2019	LOWTHER, CINDY LOUISE	217675941	233.81	SOLD
2020	REID, ANDREW R	218428314	222.65	MILTRY EXEMPT
2020	ROBINSON, JOSEPH LEE	217781946	117.33	SOLD
2020	ROBINSON, JUSTIN LEE	292659556	156.72	DESTROYED
2020	SEITZ, WILLIAM JOSEPH	218201613	146.84	ADJSTD VALUE
2020	SHUGARTS, JEREMY WAYNE	219494670	116.46	SOLD
2018	SOLANA, NIKOLAS ALEXANDER	218202447	365.11	MILTRY EXEMPT
2019	SOLANA, NIKOLAS ALEXANDER	218202438	171.44	MILTRY EXEMPT
2019	SOLANA, NIKOLAS ALEXANDER	218202441	313.54	MILTRY EXEMPT
2020	SOLANA, NIKOLAS ALEXANDER	218202435	162.88	MILTRY EXEMPT
2020	STALDER, JAMES THOMAS	218202015	217.37	DESTROYED
2018	UNION BETHEL AME CHURCH	219110457	241.51	EXEMPT
2019	UNION BETHEL AME CHURCH	219110460	197.22	EXEMPT
2020	WILLIAMS, RODNEY	217586355	157.35	SOLD
2020	WILLIAMS, TAMMY RONNET	217781427	125.46	SOLD
TOTAL REFUNDS OVER $100			$4,436.45	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON

NONE

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	ACER, BRYCE ANDREW	218632929	27.76	SOLD
2020	BECKNER, AARON THEODORE	219234852	16.30	SOLD
2020	COMBS, CAROLYN DAVIS	218988570	39.55	SOLD
2019	DOHERTY, NANCY MACLEAN	217913976	32.66	OUT OF STATE
2015	DOHERTY, NANCY MACLEAN	290551920	80.46	SITUS
2019	FAIR, EDWARD	218201796	22.47	DESTROYED
2019	GARRETT, WINSTON DAN	217364898	27.23	SOLD
2019	GOLD, STEWART OTTO	219110190	2.69	SOLD
2020	GREEN, BONITA LYNN	290234288	53.20	SITUS
2020	HAND, ALEX CHRISTOPHER	218731500	15.17	SOLD
2020	HUDSON, JESSICA FAYE	218731905	15.52	DESTROYED
2020	HUNT, NATHAN	72528410	82.09	ADJSTD VALUE
2019	KEITH, WILLIAM ROBERT JR	218201814	5.01	SOLD
2020	KIBBEY, BETSEY	217365699	73.23	SOLD
2020	LOPEZ-HERNANDEZ, CARMINA	290115328	50.26	SITUS
2020	MATTHEWS, JAMES LINEBERRY	219234270	11.71	SOLD
2019	MELTON, SUSAN DARLENE	218732247	13.70	SOLD
2020	MORRIS, DAVID BRUCE	217675185	9.10	SOLD
2020	NEWKIRK, MONTINA SHANDELL	218839245	78.08	SOLD
2019	NOBLE, JAMES FRANKLIN	217365186	29.15	SOLD
2020	OBESO, FRANCISCO JAVIER	217586367	99.72	MILTRY EXEMPT
2019	PEARSALL, EDITH SIDBURY	218838915	8.86	SOLD
2020	PROTECH ELECTRICAL SERVICES	219110724	36.95	SOLD
2020	ROCK, GINA SCHLEICHER	219351246	59.95	SOLD
2019	SAYRE, GRETCHEN SUE	218633058	20.79	SOLD
2019	SCOTT, LEY ANN	219351594	68.80	SOLD
2019	SOLANA, NIKOLAS ALEXANDER	218202414	45.93	MILTRY EXEMPT
2019	SOLANA, NIKOLAS ALEXANDER	218202429	27.06	MILTRY EXEMPT
2019	SOLANA, NIKOLAS ALEXANDER	218202417	15.15	MILTRY EXEMPT
2020	SOLANA, NIKOLAS ALEXANDER	218202426	26.64	MILTRY EXEMPT
2019	STEIN, CAROL LEE	218839068	3.28	SOLD
2020	SUTHERLAND, BRYON LEIGH	217913961	55.77	ADJSTD VALUE
2019	WARD, CYNTHIA AFTON	218731947	4.32	SOLD
2020	WILLIAMS, PATRICIA MIZERAK	218293563	87.95	SOLD
2019	WOLPINK, ANTHONY MATTHEW	217482411	25.04	SOLD

TOTAL REFUNDS UNDER $100 $1,271.55

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $5,708.00

Pender County
Approval of June 21, 2021 minutes

TO:	BOCC
FROM:	Nancy Avery
DATE:	July 12, 2021
SUBJECT:	Approval of minutes June 21, 2021

SUMMARY:
Requesting approval of minutes

MINUTES
Board of County Commissioners Meeting
Monday, June 21, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton

MEMBERS ABSENT: David Piepmeyer
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

1.1 Chairman Brown called the meeting to order at 4 pm.

2 INVOCATION

2.1 Commissioner McCoy gave the invocation.

3 PLEDGE OF ALLEGIANCE

3.1 Commissioner Newton led in the Pledge of Allegiance.

4 ADOPTION OF AGENDA

4.1 Chairman Brown stated that Commissioner David Williams and Commissioner David Piepmeyer could not attend the meeting and need to be excused.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Excuse Commissioners David Williams and David Piepmeyer from the meeting.

CARRIED.

4.2 County Manager McEwen asked the Board to consider adding one additonal item to the agenda. It is the engagement letter for the auditor for fiscal year 2020-2021 audit. It was not received in time to meet the deadline for the agenda, but it is important to have it approved to move forward with the audit.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to add the auditor engagement letter to the agenda under Approvals as item 8.5.

CARRIED.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to adopt the agenda as amended.

CARRIED.

5 PUBLIC INFORMATION

5.1 Presentation by WARM Executive Director JC Lyle

Director Lyle stated:

- WARM stands for Wilmington Area Rebuilding Ministry
- Mission is to repair, rebuild, and make homes accessible; and to inspire service, generosity, and hope
- Purpose is to foster self-sufficiency and help eliminate generational poverty
- The program is for homeowners with total income below 50% AMI that have owned their home for three plus years: Military Veterans, Seniors, Female heads of household, and disabled individuals
- Since 1996, WARM has assisted 332 Pender County families
- Wait list today is 26 Pender County families
- Ways the Board can assist are to waive landfill fees, refer applicants, find Hurricane Florence families, connect volunteers and inform investors

5.2 Update on Code Enforcement Efforts

Planning Department Head Travis Henley introduced attorney Zachary Rivenbark to proide an update on current code enforcement efforts.

Attorney Riverbark stated:

- He is working on seven cases for the County
- There are older cases from 2016 on
- Cases are about zoning issues, trash, inoperable and/or abandoned vehicles and they are mostly complaint driven

Commissioner Newton thanked Attorney Rivenbark for pursuing these enforcement issues.

6 PUBLIC COMMENT

None

7 CONSENT AGENDA

7.1	Approval of the Pender County Energy Outreach Plan. signed energy outreach plan	13 - 16
7.2	Pender County Local Subsidized Child Care Policy signed childcare	17 - 19
7.3	Approval of a Budget Amendment for JCPC funding reallocation Budget amend 7.3 JCPC	21 - 22
7.4	Approval of Budget Amendment to for ROD Revenues and Distributions Budget amend 7.4 ROD	23
7.5	Approval of Budget Amendment for FEMA Reimbursement Budget amend 7.5 FEMA	25
7.6	Approval of minutes	

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to adopt consent agenda as presented.

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1	Update on the "Assessing Aquatic Activity in the Black River" Project and Consideration of Memorandum of Understanding for Phase 2	27 - 28

Planning Department Head Henley stated:
Cape Fear Resource Conservation & Development (CFRC&D) and Pender County have been collaborating on a project to increase aquatic

connectivity and drainage in the Black River basin since 2017. Phase 1 of this project involved Moffatt & Nichol surveying and analyzing 200 culverts in Pender and Bladen Counties. Using a Barrier Prioritization Tool (BPT) scoring methodology, each culvert was assigned a SARP (Southeast Aquatic Resources Partnership) score. This scoring practice established a level of severity for the identified barriers to aquatic movement and water flow. Five sites were selected and prioritized for more detailed analysis and conceptual design. Using data collected from those five sites, two culverts have been selected for remediation, one in Pender County and one in Bladen County. Phase 2 of this project involves data collection on the culverts to be remediated, as well as final engineering design and permitting for the project's implementation. The majority of funding for Phase 2 comes from a $500,000 grant from the National Fish and Wildlife Foundation. Remediation of these culverts will increase drainage and flood capacity for the Black River basin, as well as restore aquatic connectivity for fish and wildlife habitat.

Planning Department Head Henley introduced Danielle Darkangelo, Executor Director of Cape Fear Resources Conservation and Development who stated:

- This project is bringing one million in revenue to the area
- They have been asked to do more storm water assessments in the area

She introduced Dawn York with Nichols and Moffat who stated:

- This will help improve aquatic activity
- $500,000 of revenue came from National Wildlife because of hurricane Florence
- 200 culverts were assessed
- One culvert was chosen in Pender County on Slocumb Road to restore one mile of drainage to allow passage
- This is the only one with funding
- We are looking at four others if funding becomes available
- Assessment included looking at drainage issues, clogging, anything undermining vegetation, profile of ditch drainage for erosion and beaver activity
- The Memo of Understanding (MOU) is for the second phase of work to start work

Mr. Henley stated the MOU is in the Board's packet and was sent to the attorney for review.
He asked the Board to approve the MOU between Pender County and Cape Fear Resource Conservation & Development as presented.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Approve MOU between Pender County and Cape Fear Resources Conservation and Development for the second phase of work on the Black Water project as presented

CARRIED.

signed MOU

8.2 Approve Resolution Approving an Interlocal Agreement for the Administration of Pender County Water and Sewer Districts 29

Utilities Department Head Kenny Keel stated:
This is an agreement created to work for the County to work with all water and sewer districts.
The attorney has reviewed and approved the language. He introduced Bob Jessup with Sanford and Holshouser.

Mr. Houshouer said they are asking for approval of the resolution to approve interlocal agreement. It needs to be signed before July 1, 2021. This is an attempt to streamline and manage various districts in the county. The county has had the practice of budgeting and managing as independent units which is cumbersome. We want to move to operating as one big system to function as a sole utility system . The language allows one district to pull out or the county pull out, if needed. It blends them all together for management and administrative purposes.

Commissioner Newton asked Mr. Jessup if it will help with expansion.
Mr. Jessup replied yes and the language allows the county to borrow money and purchase assests for each district and treat as county owned.

Chairman Brown asked if this is passed as the Board of Commissioner or as individual district boards.
Mr. Jessup answered that it would be passed by the Board of Commissioners and language included makes it apply to all district boards.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to adopt resolution approving an interlocal agreement for all water and sewer enterprises to approve on behalf of all districts.

CARRIED.

signed resolution water and sewer interlocal

8.3 Approval of a Budget Amendment and Purchase Order Final Phase of Tyler Technologies projects 31

Finance Director Blue stated:
Munis Tax and EnerGov implementation projects are complete and Tyler Technologies has finalized their implementation of several critical software systems that the County relies on for operations. This budget amendment is to budget from prior years fund balance not previously spent, to fund these final phases of implementation for Munis Tax. Please note that the purchase order for Tyler Technologies includes a portion for EnerGov from the Inspections Department that was already budgeted. Please see below for allocation of purchase order: 450-407400 Capital Outlay - $370,423 450-404500 Contracted Services $152,790 650-404500 Contracted Services $25,886.
Please approve the attached budget amendment as presented as well as the purchase order to Tyler Technologies for the tootal $549,099.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to approve budget amendment as presented and the purchase order to Tyler Technologies for the total $549,099.

CARRIED.

Budget amend 8.3 Tyler Tech

8.4 Well Abandonment proposal

County Manager McEwen stated he has received a proposal to abandon 33 wells on the Pender Commerce Park Parcel Numbers 15, 16, 17, 18 and 19. These wells were formerly part of a monitoring program at the former BASF/Takeda property owned by Pender County. The subject property is within the Pender Commerce Park on Hwy 421. The proposal contains the scope of work, cost estimate and authorization information.

Proposed services are designed to permanently abandon the 29 monitoring and 4 recovery wells as referenced. These wells represent a total of 908.5 feet of 2-inch diameter wells and 200 feet of 4-inch diameter wells. These wells were used in the past for assessment, remediation, and monitoring of groundwater contamination at the former BASF/Takeda facility. The facility has since been closed and is now mostly demolished. The County owns the property and has a Brownfield Agreement in place with the NC DEQ. The vendor, Wood Environmental and Infrastructure Solutions, INC, has obtained construction records for the wells which were used to estimate the total footage for abandonment. The vendor proposes to conduct the following steps in abandoning the wells:

• Identify each well location and well number in the field
• Remove any connected surface piping and protective lids on the well
• Generate a neat cement/bentonite grout at the well head
• Use a work rig operated by NC Certified Well Contractor to lower piping to the bottom of the well
• Use a drill rig mud pump, pump the grout from the surface down through the piping to the bottom of the well until the water has been thoroughly displaced
• A field representative for the vendor will oversee and document each well abandonment
• The vendor will prepare the NCDEQ-required well abandonment forms for all wells abandoned and provide these to Pender County in a letter report

Cost is $24,080 and work can begin within one week of authorization. He requests the Board approve vendor proposal as presented.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to approve Wood Environmental and Infrastructure Solutions, Inc's proposal to abandon 33 wells on the Pender Commerce Park Parcel Numbers 15, 16, 17, 18 and 19 at a cost of $24,080.

CARRIED.

8.5 Auditor engagement letter

Finance Director Blue said the language in the engagement letter is standard template language from the Local Government Center. It needs to be signed so the auditor can begin work as soon as possible on fiscal year 2021.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to authorize signing the engagement letter with the auditor for fiscal year 2021 audit as presented.

CARRIED.

9 DISCUSSION

None

10 APPOINTMENTS

10.1 Appointment to Pender Memorial Hospital Board

Commissioner Newton asked for the applicant to complete the application before appointment will be considered.

Consensus of the Board was to table the appointment until the applicant completed the application.

10.2 Reappointments to Pender Memorial Hospital Board

Appointee Denise Houghton's term ends July 25, 2021 and she requests appointment to another 3 year term.

Appointee Amy Logsdon's term ends July 25, 2021 and she requests appointment to a 3 year term. Ms. Logsdon was appointed by the Board of Commissioners recently to fill a vacancy that ended July 25th.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to reappoint Amy Logsdon and Denise Houghton to another term on the Pender Memorial Hospital Board.

CARRIED.

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

Assistant Manager Vann said the clerk staff moved out of the Birbenstein annex last week and they opened for business today for the public. On July 14th the court opens for business. Moving is not complete as we are still moving files. The Courthouse is open to public.
There were good results with indoor air quality testing. We are good to go.

Commissioner Newton asked how much longer for moving.
Mr. Vann responded he anticipates finishing in the next two weeks. The DA's office move will begin next week.

Commissioner Newton said thanked Mr. Vann for the good job on this project.

Assistant Manager Shipley recognized teams that won championships.

The Board asked Tammy Proctor to give short update on projects.
Tourism Director Proctor said they launched the African American Heritage Trail project. There is a committee of 23 volunteers working on this project.

County Attorney Thurman said the Board needs to go into closed session for the following items:

- Attorney Client
- Economic Development
- Acquisition of Property
- Personnel

12 CLOSED SESSION (IF APPLICABLE).

Motion to go into closed session as per N.C.G.S 143-318(11):
subsection 3 Attorney Client
subsection 4 Economic Development
subsection 5 Acquisition of Property
subsection 6 Personnel

Moved by Jacqueline A. Newton, Seconded By Fred McCoy.
CARRIED.

12.1 Return to open session

The Board returned to open session at 7:00 pm.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to return to open session at 7:00 pm.

CARRIED.

13 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

13.1 Resolution Requesting Approval of a Special Use Permit for the construction and operation of an eighty-five (85) foot monopole telecommunication facility to aid in the operation of an existing solar farm within the RA, Rural Agricultural zoning district. 33 - 34

Attorney Thurman asked all that were interested in giving testimony to raise their right hand as he delivered the oath for sworn testimony.

Senior Planner Gideon Smith stated:
Ryan Woods, applicant, on behalf of Clarence Dawson Jr. Cartwright Trustee, owner, is requesting approval of a Major Revision to an approved Special Use Permit (SUP 75- 2015) for the construction and operation of an eighty-five (85) foot monopole telecommunication facility to aid in the operation of an existing solar farm (NAICS 221119) within the RA, Rural Agricultural zoning district. The subject property consists of one (1) tract totaling approximately 424.5 acres of land located on the southern side of Shiloh Road (SR 1209) between Penderlea Highway

(SR 1332) and Horse Branch Road (SR 1336) in the Union Township and may be further identified by Pender County PIN 2391 98-3013-0000.

Chairman Brown asked if anyone signed in to speak to oppose the project.
No one in the audience stated opposition.

Chairman Brown asked if this tower is for use by Duke Energy only.
Rick Trujillo, project engineer, responded yes, his understanding it is for Duke Energy only.

Commissioner Newton asked if it will interfere with the communications tower on the corner?
Mr. Trujillo said in regards to interference, there is a non FAA license. If anything is present near the tower, it would interfere with this tower not the other way around. It communicates with a tower in Wallace by a very narrow beam, very low signal, with new technology that came from Motorola. Electric gate openers and TVs put out more RF than this tower will.

Chairman Brown asked if the solar farm was ever de-commissioned, would the tower come down.
Mr. Trujillo said if the whole station was completely de-generized, then yes, it would come down, but he can't say for certain. It may serve another area.

Commissioner Newton inquired if it will it effect anything below the beam. Mr. Trujillo replied no, regulations won't allow it. He stated that Duke Energy would probably condition approval that if beam interferes with others, it will be fixed.

Consensus of the Board– want this as a condition to approval.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Motion to approve the revision to Special Use Permit 75- 2015 as presented with condition that if tower beam interferes with other, it will be fixed.

CARRIED.

Signed SUP monopole

14 ADJOURNMENT

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to adjourn at 5:15 pm

CARRIED.

PENDER County Department of Social Services/Human Services

ENERGY PROGRAMS OUTREACH PLAN

The Low Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs - Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope.

To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to the North Carolina Department of Health and Human Services (NCDHHS) annually.

Each county must form an outreach planning committee that creates the opportunity for county-level collaboration to discuss and plan how to effectively reach county residents to inform them of the services provided by the energy programs. The committee should meet at least twice yearly; September for outreach planning related to LIEAP and April to review the outcomes related to LIEAP and to plan for outreach activities for summer weather.

Energy Assistance Outreach Plan

Answer all questions below. Address CIP, non-Federal CIP, and LIEAP where appropriate:

COMMITTEE MEMBERSHIP

The Director of Social Services should engage a number of various community partners such as Vendors, Housing Authority, Public Libraries, Public School System/Local Colleges/Head Start, Legal Services, Meals on Wheels, Media, Public Health/Health Centers, Churches, Food Banks, Councils on Aging/Senior Centers, Community based Indian organizations, Volunteer Programs, Vocational Rehabilitation Offices, and Transportation, services, etc.

1. Provide a list of committee members and their agencies.

Sandy Harris (Pender County Christian Services)

Irma Simpson (Vocational Rehabilitation/Schools)

Brian Leach (NC Works)

Representative for Band of Brothers (Faith Base Organization)

Eunice Bannerman (Pender County DSS)

Lakeisha Hankins (Domestic Violence Shelter/Safe Haven)

Dru Sidbury (Vocational Rehabilitation)

Jim Longenbach (Pender Adult Services Transportation)

Connie Carr-Costin (Smart Start)

2. Provide potential meeting dates, times, locations, as well as agenda topics.

Pender County inter-agency committee meeting will take place the second Monday of every other month.

Define how DSS/DHS will work with the committee as well as any other agencies to collaborate regarding the Energy Program and how outreach will be provided to the citizens in your area.

DSS will meet the community agencies in a group session and follow up by sending DSS staff to the respective agencies as requested. The agency will continue to utilize the local media, church bulletins, community services announcements and monthly meetings to give scheduled dates and times pertaining

1. What is the process for referring customers? What marketing tools or items will be used (please provide a copy of your previous marketing materials & how you plan to enhance those in the future)?

Referrals are provided through community partners and organizations whereas the client is instructed to contact the agency for the needed assistance. In addition, flyer and brochures are provided to faith-based organizations and other community partners is process will be enhanced by incorporating other entities such as physician's offices, postal services and child care providers.

2. What strategy does the county have, to continue collaborative efforts with community partners to complete outreach activities to target potential eligible households including individuals and families?

Community centers/agencies will provide announcements and contact information to ensure that targeted potential eligible household are knowledgeable and adequately served. The Energy Assistance leaflet that specifies changes in CIP & LIEAP will be placed in the waiting area for all citizens/clients coming into DSS. Flyers & brochures will also be given to all local churches/community centers.

3. What additional activities will be conducted to target households with members with children under 5, age 60 and over and disabled?

DSS will provide information to Work First Family Services, Child Care, Children Services and the County's Health Department to target households with children under the age of 5. The agency will also collaborate with Pender Adult Services (PAS) to present information during a group meeting to explain changes and provide a listing of schedules and sites in the community for individuals that are 60 and over and disabled can get assistance.

Media involvement is vital to the success of outreach activities. How will your county utilize media such as newspapers, social media, radio and television stations to publicize the Energy Programs?

The media outlets will be provided with information on the requirements/eligibility criteria for each respective program, the time-frame in which each program is administered, the locations application will be taken and the hours of operations.

1. Provide a list of media outlets that will be used as well as timeframes in which they will be contacted (provide examples of how the county can enhance these efforts):

The following newspapers, radio station and television stations will be contacted to request that they publicize the energy programs: Pender County Website, Pender County FaceBook page, Spectrum News 14, Pender Post/Voice, WWAY-TV3, WECT-TV6, WKXB 99.9, WNNX 97.3 and WGNI 102.7. This entities will be notified during the months of June for CIP and November & December for LIEAP.

ORGANIZATIONAL STRUCTURE:

Counties are required to provide application processes for CIP, non-Federal CIP programs, and/or LIEAP. This information must be reported to the NCDHHS annually.

1. Provide hours of operation, location and whether the programs are in house or contracted out. If your agency contracts out to other agencies attach the contract(s).
   Applications will be taken Monday through Friday at the local DSS for CIP (Hampstead Annex every Wednesday). Applications for LIEAP will be taken Monday through Friday during the months of December through March (or until funds are depleted) at the local DSS. Hampstead Annex every Wednesday and various community centers/agencies throughout Pender County.

BEST PRACTICES:

Best practices are a method or technique that has been generally accepted as superior to any alternatives because it produces results. Best practices are essential to the program.

1. If your county has gone above and beyond what is listed on this form please provide this information below:
   We will accept applications at a number of "churches" and other community facilities in the county. We will coordinate a schedule with church secretaries, communiuty facilities, publicize dates and locations to bring forth awareness to potential applicants.

2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP:
   This Outreach Plan applies to LIEAP and CIP only. Energy Neighbor, Share the Warmth, Wake Electric Round Up and Helping Each Member Cope funds are not governed by this Plan. Please refer to the appropriate Energy Manual section for eligibility criteria regarding those funds.

CONTACT INFORMATION:

Your contact information is essential to the success of the Energy Programs. Please complete the following information.

Name: Tonya Hooks IM II Supervisor

Address: 910 S. Walker St. P O Box 1207 Burgaw, NC 28425

Telephone: 910-259-0300

Email: thooks@pendercountync.gov

Please indicate which program:

☑ LIEAP
☑ CIP

Name: Patricia Walker IM Program Manager

Address: 810 S. Walker St. P O Box 1207 Burgaw, NC 28425

Telephone: 910-259-1380

Email: pwalker@pendercountync.gov

Please indicate which program:

☑ LIEAP
☑ CIP

This plan must be approved by the local Board of Social Services/Human Services Board or local agency governing body prior to submission. Refer to the latest Dear County Director Letter for instructions on how to submit this document to the North Carolina State office.

Board of Social Services/Human Services or governing body Signature George R. Brown Chairman

6/21/21

Date

Director Signature

Date

I. CHAPTER OVERVIEW

Due to diverse county circumstances and needs, the subsidy policy allows individual counties to modify certain policies to suit their own situations and/or levels of funding. This chapter describes the parent and provider policy issues which should be considered when developing local policies. Please refer to specific chapters listed below for details about the kinds of modifications which may be allowed.

Proposed local policies must be reviewed by the Subsidy Services Consultant for approval prior to submission to the local purchasing agency (LPA) director and local governing board. The Subsidy Services Consultant will follow the Division's approval process. The Division issues an approval letter with the local policies to the LPA. The letter must be kept on file with the final version of the approved local policies. Signatures of the director of the LPA and Board Chair and date are required on the final copy of the policies which must be maintained in the LPA's office. LPAs must develop a uniform manner to notify parents and providers of local policies and provide a copy of local approved policies to their Subsidy Services Consultant.

NOTE: The local policies cannot be implemented by the LPA until the Division issues the approval letter.

Patricia Walker

Subject: RE: [External] Pender County Local Policy review

From: Tonya Hooks <thooks@pendercountync.gov>
Sent: Monday, May 24, 2021 11:11 AM
To: Patricia Walker <pwalker@pendercountync.gov>
Subject: FW: [External] Pender County Local Policy review

This policy was approved.

From: Lipscomb, Donna L <donna.lipscomb@dhhs.nc.gov>
Sent: Monday, May 24, 2021 11:03 AM
To: Tonya Hooks <thooks@pendercountync.gov>
Subject: RE: [External] Pender County Local Policy review

5/24/21

Dear ___**Pender**___ County DSS,
The purpose of the email is to inform you that DCDEE has reviewed your 2021 waiting list local policy and it is determined that it complies with the Division's policies that govern the creation of local options and were approved as of __**05/24/20**__. Please retain this approval email letter with your agency's local policies. If you have any questions, feel free to contact me.

Donna Lipscomb, M.A. Ed
Subsidy Administrative Officer III
Division of Child Development and Early Education
NC Department of Health and Human Services

Help protect your family and neighbors from COVID-19.
Know the 3 Ws. Wear. Wait. Wash.
#StayStrongNC and get the latest at nc.gov/covid19.

919-814-6386 office
919-715-0970 fax
Donna.Lipscomb@dhhs.nc.gov

333 East Six Forks Road
Raleigh, NC 27699-2201

2201 Mail Service Center
Raleigh, NC 27699

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

Twitter YouTube

Pender County
Parent/Provider Policy
Local Subsidized Child Care Policy
(Revised May 2021)

The Policy was approved by the Pender County Board of County Commissioners.

George R. Brown

Board Chair Signature George R. Brown

6/21/21

Date

Director Signature

Date

Wednesday, June 9, 2021

Pender County Budget Ordinance Amendment

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. JCPC Programs

Department 684 - YOUTH ALTERNATIVES/JCPC

Purpose of Request

This budget amendment is to reallocate JCPC funding to match final approved budgets from State JCPC officials.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-348011	JCPC Teen Court Community Service	+56,782
2	691-348014	JCPC Anger Management Counseling	+1,740
3	691-348015	JCPC Restitution	-28,760
4	691-348018	JCPC Admin	-1,675
5	691-348084	JCPC Youth Leadership	+36,862
6	684-348016	JCPC Psych Services	-26,949

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-419101	JCPC Task Force Admin	-932
2	691-419102	JCPC Restitution	-26,216
3	691-419107	JCPC Counseling Service	-3,479
4	691-419108	JCPC Teen Court Community Service	+58,714
5	691-419111	JCPC Youth Leadership	+36,862
6	684-400200	Salaries	+141
7	684-400211	401(k) Non LEO	+4
8	684-400500	FICA	+40
9	684-400600	Group Insurance	+100
10	684-400700	Retirement	+56
11	684-405300	Dues & Subscriptions	+965
12	684-401100	Telephone	+1,368

	Account # (ORG-OBJECT)	Account Description	Amount
13	684-403300	Supplies	+2,057
14	684-405500	Training	+498
15	695-399000	GF Fund Balance	-32,178

Total Revenues 38000 **Total Expenditures** 38000

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue **Email** mblue@pendercountync.gov

Wednesday, June 9, 2021

Pender County Budget Ordinance Amendment

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. Register of Deeds Revenues

Department 480 - REGISTER OF DEEDS

Purpose of Request

This budget amendment is to increase revenue amounts collected in excess of original budget as well as the increase for related distributions of those revenues.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	480-356000	RECORDING - REG OF DEEDS	114,383
2	480-356200	MARRIAGE LICENSE - ROD	21,906
3	480-356400	EXCISE TAX - REGISTER OF DEEDS	493,124
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	480-407901	NCDOR CONVEYANCE TAX	493,124
2	480-407902	NCDHHS CHILDREN'S TRUST FUND	1,725
3	480-407903	NCDOA DOMESTIC VIOLENCE	114,383
4	480-407904	ST TREAS - MAPPING/GF/CULT RES	20,181
5			
6			
7			
8			
9			
10			

Total Revenues 629413

Total Expenditures 629413

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County Budget Ordinance Amendment

Wednesday, June 9, 2021

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. FEMA Reimbursement

Department 525 - EMERGENCY MANAGEMENT

Purpose of Request
To budget FEMA reimbursement for final hurricane related items.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-348033	FEMA Reimbursement	1,904,436
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	525032-404500	Contract Services	711,052
2	525036-400201	Overtime	26,165
3	525036-400211	401(k) Non LEO	417
4	525036-400500	FICA	1,969
5	525036-400600	Group Insurance	2,267
6	525036-400700	Retirement	2,732
7	525036-400800	Additional Retirement	475
8	525036-403300	Supplies & Materials	271
9	695-399000	Fund Balance	1,159,088
10			

Total Revenues 1904436

Total Expenditures 1904436

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
FOR SERVICES
Between
Cape Fear Resource Conservation and Development, Inc.
And
Pender County, NC, Government

This Agreement is entered into as of May 2021, between Cape Fear Resource Conservation and Development, Inc. hereinafter referred to as "CFRCD" and Pender County, NC Government hereinafter referred to as the "County".

I. **Purpose:**
Both the County and CFRCD are to collaborate on "Assessing Aquatic Activity in the Black River, Phase II Project" hereinafter referred to as "Project".

- The National Fish and Wildlife Foundation, hereinafter referred to as "NFWF", has awarded CFRCD a total of $500,000, which will be coming to CFRCD to support this project. CFRCD and the County are entering into this agreement in support of implementing the following grant in support of the Assessing Aquatic Activity in the Black River project, Phase II.
    - $500,000 – National Fish and Wildlife Foundation
    - Additional funding is actively being sought to be utilized for completion of the project

II. **Benefits of Participation:** Implementation of this agreement will assist CFRCD and the County to protect and support conservation of the Black River Watershed including effective aquatic connectivity, decreased flooding, and improved fish passage. It will also increase the capacity of CFRCD to continue seeking grant funding and corporate investments and sponsorships bringing greater awareness to the conservation needs of the Black River Watershed.

III. **Responsibilities:**

A. **CFRCD agrees to:**

1. Complete the fiscal management for the Grants listed in Section 1. This includes submitting necessary financial reports, tracking match dollars, paying all bills associated with the project that are covered by the grants, and other requirements related to the grants.

2. Appoint a project coordinator to ensure that the deliverables for each of the grants are met.

3. Enter into additional contracts with other entities to complete project deliverables. Examples include contracting with various consulting companies to complete evaluation of culverts and general aquatic accessibility throughout the Black River Watershed as well as engaging with Subject Matter Expert engineers to move forward on "shovel-ready" projects to improve the aquatic accessibility throughout the Black River Watershed.

4. Provide the County Manager and project steering committee with project and financial updates.

5. Designate the following as the liaison between CFRCD and the County
   Danielle Darkangelo – Executive Director
   Cape Fear Resource Conservation and Development
   15060 Highway 17 N
   Hampstead, NC 28443
   919-607-9996 (Cell)
   danielle.darkangelo@gmail.com (Email)

B. **The County Agrees to:**
   1. In-Kind support such as staff support and GIS use and availability
   2. $9,000 contribution through FY 21/22 funds designated through CFRCD dues in the form of time and efforts
   3. Designate the following as the liaison between the County and CFRCD:
      Chad McEwen his designee
      Pender County Manager
      805 S Walker Street
      Burgaw, NC 28425
      910-259-1200 (phone)
      cmcewen@pendercountync.gov

IV. **It is Mutually Agreed**
   A. Disputes and Conflict of Interest:
      1. In case of disagreements, differences, or other concerns, the liaisons will work to resolve these issues. If they are unable to resolve the differences, the County Commission Chairperson and President of CFRCD will be informed and brought into the process.
      2. If a resolution is not achieved, either party may request and be granted consultation from a mediator selected and agreed to upon by both parties. If mediation is unsuccessful the parties may agree to enter arbitration. The decision of the arbitrators will be final and binding upon both CFRCD and the County.
      3. Should a potential conflict of interest arise between CFRCD and the County during the tenure of this agreement, the liaisons will immediately discuss the conflict.
   B. This agreement may be amended in writing by mutual consent of the parties to this agreement.
   C. The entire agreement between the County and CFRCD is contained within this document and its appendices.

In Witness Whereof, the parties hereto have executed this agreement as of the day, month and year first written above:

By:_____
Gary Lanier - President
CFRCD Board

By:_____
George Brown – Chair
Pender County Commissioners
6/21/21

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 Approving an Interlocal Agreement for the Administration of Pender County Water and Sewer Districts

WHEREAS, The Board of Commissioners has received a presentation concerning an agreement for the administration of each of its individual water and sewer districts by the County to simplify operations and budgeting. The presentation indicates that the County and the districts could benefit from consolidating the administration, operation, and budgeting of the districts under the overall control of Pender County Utilities.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pender County, North Carolina, for the County and as the governing board of the following districts:

Central Pender Water & Sewer District
Maple Hill Water & Sewer District
Moore's Creek Water & Sewer District
Rocky Point-Topsail Water & Sewer District
Scott's Hill Water & Sewer District

That the Board approves the draft dated June 21, 2021, presented to this meeting, of an "Interlocal Agreement for the Administration of Pender County Water and Sewer Districts," and authorizes the Chairman of this Board, the County Manager and all other County officers and agents to prepare the Agreement in final form, and to execute and deliver the Agreement on behalf of the various parties, provided that the Agreement in final form is in substantially the same form as the draft of June 21, 2021, with such minor changes as the Chairman and the County Manager may approve.

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 21 day of June 2021

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

ATTEST:

Nancy Avery
Interim Clerk to the Board

Wednesday, June 9, 2021

Pender County Budget Ordinance Amendment

Date Monday, June 21, 2021

Board Meeting Date (If Applicable) Monday, June 21, 2021

Fiscal Year FY 2020-2021

Fund 10 - GENERAL

Division, Program, Project, etc. Tax Administration

Department 450 - TAX

Purpose of Request

This budget amendment is to budget for final payments to Tyler Technologies for Munis Tax Project.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Fund Balance	523,213
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	450-407400	Capital Outlay	370,423
2	450-404500	Contracted Services	152,790
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 523213

Total Expenditures 523213

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County

Request For Board Action

DATE OF MEETING:	June 21, 2021
REQUESTED BY:	Travis Henley, Director, Planning & Community Development
SHORT TITLE:	Resolution Requesting Approval of a Major Revision to an approved Special Use Permit for the construction and operation of an 85' Telecommunication Facility on an existing solar farm.
BACKGROUND:	Ryan Woods, applicant, on behalf of Clarence Dawson Jr. Cartwright Trustee, owner, is requesting the approval of a Major Revision to an approved Special Use Permit (SUP 75-2015) for the construction and operation of an 85' monopole telecommunication facility to aid in the operation of an existing solar farm within the RA, Rural Agricultural zoning district. The subject property consists of one (1) tract totaling approximately 424.5 acres of land located on the southern side of Shiloh Road between Penderlea Highway and Horse Branch Road in the Union Township and may be further identified by Pender County PIN 2391-98-3013-0000.
SPECIFIC ACTION REQUESTED:	To hold a public hearing and consider the approval of a Major Revision to an approved Special Use Permit (SUP 75-2015) for the construction and operation of an 85' Telecommunication Facility on an existing solar farm.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

on June 21, 2021 the Pender County Board of Commissioners (approved, modified, denied) a Special Use Permit Amendment, as described herein. The Chairman/County Manger is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED: **SECONDED:**

☐ APPROVED ☐ DENIED

YEA VOTES: ☒ BROWN ☒ MCCOY ☒ NEWTON ☐ PIEPMEYER ☐ WILLIAMS

Upon in attendance

06/21/2021

George R. Brown, Chairman Date

06/21/2021

Clerk to the Board Date

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Erik Harvey
DATE:	July 12, 2021
SUBJECT:	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.

SUMMARY:
Pender County Government utilizes Manage Engine's IT Service Management software is a comprehensive IT Service Desk software that combines asset management and help-desk functionalities in a single platform. It is designed to help IT staff and end-users get complete visibility of IT issues in their workplace and manage them accordingly in the most efficient manner possible. The suite consists of the following modules; Mobile Device Management, Analytics, AD Audit, Active Directory Management, AD Self-Service, OS Imaging & Deployment, Application/Software Deployement, Project Mgmt, Patch Mgmt, Inventory, Purchasing, Request, Problem, Knowledgebase, Incident Mgmt, Problem Mgmt, Change Mgmt, Release Mgmt, IT Project Mgmt, Service Catalog, Asset Mgmt, CMDB, Remote Control, and USB Device Mgmt. Specifically, this renewal ensures that the County has access to the latest version of software upgrades and technical support.

Three quotes were requested.

NWN Corporation: $49,243.59
Software House International: $49,741.00
ZOHO (Manage Engine): $49,715.00
Southern Computer Warehouse: $59,054.36

ACTION REQUESTED:

To approve a Purchase Order to NWN Corporation for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of $49,243.59. This expenditure has been budgeted in the FY 21-22 Budget Ordinance and will be taken from the following line item:

IT Contracted Services: 445-404500

Q-20587

*2021 ManageEngine Renewal - **RFQ#20211038***

OP-19712
Date: 6/4/2021

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.		87046.6S Annual subscription fee for ManageEngine ADManager Plus Professional Edition - Subscription Model 2 Domain (Unrestricted Objects) with 10 help desk Technician Start 23 Aug 2020 End 22 Aug 2021 Start 23 Aug 2021 22 Aug 2022	1	$5,930.10	$5,930.10
2.		85511.0S5 ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for 1200 endpoints and Single User License Start 23 Aug 2021 22 Aug 2022	1	$14,220.36	$14,220.36
3.		85510.0SU4 ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for Additional 12 User	1	$2,176.02	$2,176.02
4.		85510.0SFS ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for Forwarding Server Start 23 Aug 2021 22 Aug 2022	1	$341.55	$341.55
5.		46259.31S ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 17 Technicians (2000 nodes) Start 23 Aug 2021 22 Aug 2022	1	$12,498.75	$12,498.75
6.		14819.5S Annual Subscription fee for ManageEngine PasswordManager Pro Enterprise Edition - Subscription Model 5 Administrators (unrestricted resources and users) and 25 Keys Start 23 Aug 2021 22 Aug 2022	1	$1,978.02	$1,978.02
7.		42103.2S1 Annual subscription fee for ManageEngine Analytics Plus Professional Edition - Annual Subscription Model (10 users included) Start 23 Aug 2021 22 Aug 2022	1	$4,083.75	$4,083.75
8.		42101.0SD2 ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 10 Concurrent viewers pack Start 23 Aug 2021 22 Aug 2022	1	$886.05	$886.05
9.		67125.5S Annual Subscription fee for ManageEngine ADSelfService Plus Standard Edition- Subscription Model 200 Domain Users Start 6 July 2021 End 5 July 2022	1	$341.55	$341.55
10.		67215.5S Annual Subscription Fee For ManageEngine ADSelfService Plus Professional EditionSubscription Model 500 Domain Users Start 23 Aug 2021 22 Aug 2022	1	$1,183.05	$1,183.05
11.		88005.0SD1 Annual subscription fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 3 Domain Controllers Start 23 Aug 2021 22 Aug 2022	1	$1,215.72	$1,215.72

One-Time					
12.		88005.0SM4 Annual subscription fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 125 Member Servers Start 23 Aug 2021 22 Aug 2022	1	$3,410.55	$3,410.55
13.		88005.0SW3 Annual Subscription Fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 525 Workstations Start 23 Aug 2021 22 Aug 2022	1	$978.12	$978.12
				Total:	$49,243.59

***The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order*

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

Quote Sub-Total: $49,243.59
Tax Rate:
Estimated Tax:
Estimated Shipping:

Terms and Conditions

This quote is valid for 30 days from 6/4/21. 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

Pricing Proposal
Quotation #: 20511258
Created On: 5/21/2021
Valid Until: 6/15/2021

NC PENDER COUNTY

Angela Blake
28425
United States
Phone: (910) 259-1260
Fax: (910) 259-1530
Email: ablake@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	Annual subscription fee for ManageEngine ADManager Plus Professional Edition - Subscription Model 2 Domain (Unrestricted Objects) with 10 help desk Technician ZOHO Corporation - Part#: 87046.6S Coverage Term: 8/23/2021 – 8/22/2022	1	$5,990.00	$5,990.00
2	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for 1200 endpoints and Single User License ZOHO Corporation - Part#: 85511.0S5 Coverage Term: 8/23/2021 – 8/22/2022	1	$14,364.00	$14,364.00
3	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for Additional 12 User ZOHO Corporation - Part#: 85510.0SU4 Coverage Term: 8/23/2021 – 8/22/2022	1	$2,198.00	$2,198.00
4	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for Forwarding Server ZOHO Corporation - Part#: 85510.0SFS Coverage Term: 8/23/2021 – 8/22/2022	1	$345.00	$345.00
5	ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 17 Technicians (2000 nodes) ZOHO Corporation - Part#: 46259.31S Coverage Term: 8/23/2021 – 8/22/2022	1	$12,625.00	$12,625.00
6	Annual Subscription fee for ManageEngine PasswordManager Pro Enterprise Edition - Subscription Model 5 Administrators (unrestricted resources and users) and 25 Keys ZOHO Corporation - Part#: 14819.5S Coverage Term: 8/23/2021 – 8/22/2022	1	$1,998.00	$1,998.00
7	Annual subscription fee for ManageEngine Analytics Plus Professional Edition - Annual Subscription Model (10 users included) ZOHO Corporation - Part#: 42103.2S1 Coverage Term: 8/23/2021 – 8/22/2022	1	$4,125.00	$4,125.00

8	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 10 Concurrent viewers pack ZOHO Corporation - Part#: 42101.0SD2 Coverage Term: 8/23/2021 – 8/22/2022	1	$895.00	$895.00
9	Annual Subscription fee for ManageEngine ADSelfService Plus Standard Edition-Subscription Model 200 Domain Users ZOHO Corporation - Part#: 67125.5S Coverage Term: 7/6/2021 – 7/5/2022	1	$345.00	$345.00
10	Annual Subscription Fee For ManageEngine ADSelfService Plus Professional EditionSubscription Model 500 Domain Users ZOHO Corporation - Part#: 67215.5S Coverage Term: 8/23/2021 – 8/22/2022	1	$1,195.00	$1,195.00
11	Annual subscription fee for ManageEngine ADAudit Plus Professional Edition-Subscription Model 3 Domain Controllers ZOHO Corporation - Part#: 88005.0SD1 Coverage Term: 8/23/2021 – 8/22/2022	1	$1,228.00	$1,228.00
12	Annual subscription fee for ManageEngine ADAudit Plus Professional Edition-Subscription Model 125 Member Servers ZOHO Corporation - Part#: 88005.0SM4 Coverage Term: 8/23/2021 – 8/22/2022	1	$3,445.00	$3,445.00
13	Annual Subscription Fee for ManageEngine ADAudit Plus Professional Edition-Subscription Model 525 Workstations ZOHO Corporation - Part#: 88005.0SW3 Coverage Term: 8/23/2021 – 8/22/2022	1	$988.00	$988.00

*Tax	$3,357.52
Total	$53,098.52

*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.

ManageEngine
a division of Zoho Corp.

Phone: +1-925-924-9500
Fax: +1-925-924-9600
Email: sales@manageengine.com

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

ManageEngine Pricing

Zoho Corp is pleased to provide a price quote for ManageEngine products. The pricing model is described in the table below

Dated: 24 May 2021

Part Number	Description	Price
85511.0S5	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for 1200 endpoints and Single User License valid till June 2022	14,364.00
85510.0SU4	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual subscription fee for Additional 12 User valid till June 2022	2,198.00
85510.0SSG	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for Secure Gateway Server valid till June 2022	345.00
87046.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 2 Domain (Unrestricted Objects) with 10 help desk Technician valid till June 2022	5,990.00
46259.31S	ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 17 Technicians (2000 nodes) valid till June 2022	12,625.00
14819.5S	ManageEngine Password Manager Pro Enterprise Edition - Subscription Model - Annual Subscription fee for 5 Administrators (unrestricted resources and users) and 25 Keys valid till June 2022	1,998.00
42101.0S1	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for Base Pack (2 users included) valid till June 2022	2,395.00
42101.0S3	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for Additional 8 users valid till June 2022	1,705.00
42101.0SD2	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 10 Concurrent viewers pack valid till June 2022	895.00
88005.0SD1	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription fee for 3 Domain Controllers valid till June 2022	1,228.00
88005.0SM4	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual subscription fee for 125 Member Servers valid till June 2022	3,445.00
88005.0SW3	ManageEngine ADAudit Plus Professional Edition - Subscription Model - Annual Subscription Fee for 525 Workstations valid till June 2022	987.00

67215.5S	ManageEngine ADSelfService Plus Professional Edition - Subscription Model - Annual Subscription fee for 500 Domain Users valid till June 2022	1,195.00
67125.5S	ManageEngine ADSelfService Plus Standard Edition - Subscription Model - Annual Subscription fee for 200 Domain Users valid till June 2022	345.00

Subtotal :	49,715.00
Grand Total (USD $) :	**49,715.00**

Important Note: Net-30. Local taxes as applicable.

1. **Validity**

   Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

2. Payment Terms

a) Net 30 Days.

3. Payment Mode

a) You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.
b) Please issue Purchase Order via email to **anush@manageengine.com** along with the end user email address.
c) Please mention the Accounts Payable contacts in the PO.
d) Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

Sincerely,
Anush Ramnani C
Sales Executive
E-mail: anush@manageengine.com
Fax: +1-925-924-9600

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937
SCW.com

Quote # 100307826 - RFQ # 20211038 - Manage Engine Renewal
Cust #: PG1965 (Pender County NC)
Quote Date: Jun 7, 2021

Sold to:	Ship to:
Accounts Payable Pender County NC 805 S Walker St Burgaw, North Carolina, 28425 T: 910-259-1260 ablake@pendercountync.gov	Accounts Payable Pender County NC 805 S Walker St Burgaw, North Carolina, 28425 T: 910-259-1260 ablake@pendercountync.gov
	Shipping Method:Free Shipping

Notes: Thank you so much for this opportunity! Pricing and availability are subject to change. This pricing is valid until 6/25/2021.

#	Products	SKU	Price	Qty	Subtotal
1	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for 1200 devices(End Points) and Single Technician License	ZOH-85511.0S6	$14,731.28	1	$14,731.28
2	ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for Additional 14 Technician (3 Years)	ZOH-85510.0SU5	$2,254.36	1	$2,254.36
3	ManageEngine Desktop Central UEM Edition - Subscription Model - Annual Subscription fee for 1200 Workstations - Endpoint Security Addon	ZOH-85510.0SES6	$8,038.97	1	$8,038.97
4	ManageEngine Desktop Central UEM Edition - Subscription Model	ZOH-85510.0SSG	$353.85	1	$353.85
5	Two years subscription fee for ManageEngine ADManager Plus Professional Edition 1 Domain (Unrestricted Objects) with 10 help desk Technician Start 11 March 2019 End 10 March 2021	ZOH-87046.6S	$6,143.59	1	$6,143.59
6	ManageEngine Service Desk Plus Enterprise Edition - Subscription Model - Annual Subscription fee for 15 Technicians (500 nodes)	ZOH-46259.31S	$12,948.72	1	$12,948.72

#	Products	SKU	Price	Qty	Subtotal
7	ZOHO ManageEngine Password Manager Pro Enterprise Edition - Subscription Model - Annual Subscription fee for 10 Administrators (unrestricted resources and users) and 25 Keys	ZOH-14819.5S	$2,049.23	1	$2,049.23
8	Annual subscription fee for ManageEngine Analytics Plus Professional Edition - Annual Subscription Model (10 users included)	ZOH-42103.2S1	$4,230.77	1	$4,230.77
9	ManageEngine Analytics Plus Professional Edition - Subscription Model - Annual subscription fee for 10 Concurrent viewers pack	ZOH-42101.0SD2	$917.95	1	$917.95
10	Annual Subscription fee for ManageEngine ADSelfService Plus Standard Edition- Subscription Model 200 Domain Users	ZOH-67125.5S	$353.85	1	$353.85
11	ZOHO CORPORATION : ManageEngine ADSelfService Plus Professional Edition - Subscription Model - Annual Subscription fee for 800 Users	ZOH-67215.5S	$1,225.64	1	$1,225.64
12	Manageengine Adaudit Plus Professional Edition - Subscription Annual Subscriptio 88005.0SD1	ZOH-88005.0SD1	$1,259.49	1	$1,259.49
13	Annual subscription fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 125 Member Servers	ZOH-88005.0SM4	$3,533.33	1	$3,533.33
14	Annual Subscription Fee for ManageEngine ADAudit Plus Professional Edition- Subscription Model 525 Workstations	ZOH-88005.0SW3	$1,013.33	1	$1,013.33

Subtotal:	$59,054.36
Tax:	3986.17
Grand Total (Incl. Tax):	$63,040.53

Thank you for your quote. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

Regan DeCastro
regan.decastro@scw.com
Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937

This Quote may contain material that is confidential, and proprietary to SCW , for the sole use of the intended recipient.
Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited.
If you are not the intended recipient, please contact the sender and delete all copies.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Amerochem for Aluminum Sulfate and Caustic for Wastewater Treatment for FY22: $30,000

SUMMARY:
The Pender Commerce Park Wastewater Plant uses Aluminum Sulfate (Alum) and Caustic in its treatment process. Staff secured quotes from the three known suppliers of the chemicals in the area. Two vendors provided quotes while one of the vendor provided us with a letter of refusal. The amount of Caustic use at the Waste Water Treatment Plant is extremely minimum and do not rise above the threshold of Board Authorization. Amerochem was the lowest bidder of all the quotes received.

Funds have been budgeted for this expense in account 78-403372.

ACTION REQUESTED:
Approve annual purchase order in the amount of $30,000 to Amerochem for wastewater treatment chemicals for FY22.

ATTACHMENTS:
Quote from Amerochem
Quote from Brenntag
Quote from Water Guard

Water Guard, Inc.

1903 Herring Ave.
P.O. Box 2226
Wilson, NC 27894

800-872-7665
252-237-5205
Fax 252-237-7028
e-mail: info@waterguardinc.com

June 7, 2021

PENDER COUNTY UTILITIES
PO BOX 995

BURGAW NC 28425
ATTENTION: PURCHASING

Dear Valued Customer,

We have recently received an increase in the cost on the following chemicals, therefore, effective July 1, 2021, your prices are as follows:

109003	ALUMINUM SULFATE, BULK, GALS	$1.75 GALS

Thank you for the opportunity to service your chemical and equipment needs. We look forward to many more years as your supplier. If you have any questions, please feel free to contact your sales representative. Again, thank you for your business, and your understanding of these price increases.

Allen Daniels
252-230-8424
allen@waterguardinc.com

Randy Hussey
252-289-2262
randy@waterguardinc.com

Sincerely,

Allen Daniels
Sales Manager
Water Guard, Inc.

Kurt Lonander

From: Tommy Pierce <TommyPierce@amerochem.com>
Sent: Monday, April 26, 2021 3:22 PM
To: Kurt Lonander
Cc: 'Amerochem'; 'Tommy Pierce'
Subject: [External]RE: Alum

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

Kurt,

Per our conversation Last Friday, Alum will stay at $1.64 until June 30 at which time your per gallon price will be $1.68 per gallon. This is delivered pricing.

Let me know if you need anything else.

tommy

From: Kurt Lonander [mailto:klonander@pendercountync.gov]
Sent: Thursday, April 22, 2021 12:08 PM
To: tommypierce@amerochem.com
Subject: FW: Alum

Hi Tommy,
I am working on these quotes. I know you said there was an increase coming. Any word yet?

Kurt Lonander
Waste Water Treatment Plant Superintendent
Pender County Utilities
469 Quality Way
Wilmington, NC 28401
910-512-0285

From: Kurt Lonander
Sent: Wednesday, April 14, 2021 10:29 AM

Kurt Lonander

From: Tammy Hoang/Mid-South/Brenntag <thoang@brenntag.com>
Sent: Monday, April 26, 2021 4:25 PM
To: Kurt Lonander
Subject: [External]RE: [External]RE: [External]RE: Alum Quote

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

Hi Kurt,

Thank you for reaching out to Brenntag and considering us as one of your vendor to BID on Alum. At this time we are unable to quote on ALUMINUM SULFATE MINI-BULK. We currently only have BULK (45,000 lb.), totes (unable to pump off) and drums packaging.

Please let me know how I can help with any other chemical requirement.

Notification of Change Transportation Charge CLICK HERE

Regards,
Tammy Hoang
Sales Representative – Durham District
BRENNTAG
Brenntag Mid-South, Inc.
Cell: 270-832-5292
E-Mail: thoang@brenntag.com
www.brenntagmid-south.com
ConnectingChemistry

**To place an order or check on the status of an order, please contact:
greensborocustomerservice@brenntag.com or Sign up for Brenntag Connect! **
Check out Brenntag Connect! Your shortcut to placing orders, tracking orders and document downloads.
BRENNTAG CONNECT

From: Tammy Hoang/Mid-South/Brenntag
Sent: Monday, April 26, 2021 4:13 PM
To: Kurt Lonander <klonander@pendercountync.gov>
Subject: RE: [External]RE: [External]RE: Alum Quote

HI Kurt,

Sorry for the delay in getting the information back to you! We do not have an item code for Alum set up in our system as minibulk packaging and wanted to double check before quoting your or miss informing you.

Do you know if we have delivered this to you in the past? I have looked through your account and have been the sales rep for you account for the last 2.5 years and I did not see that we provided this.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Amerochem for Ferric Sulfate for Water Treatment for 1st and 2nd quarter of FY22: $83,000

SUMMARY:
This Agenda Item was originally approved during the Board of County Commissioners Meeting on December 7, 2020. A Request for Proposals procedure was executed by Mrs. Trisha Newton in November of 2020 and Amerochem was the only bidder out of four vendors that participated in the process. Amerochem is the main supplier of Ferric Sulfate in the area. The chemical is used as the primary coagulant in the water treatment process.

The bid was awarded for one year of services that is to expire on December of 2021. This purchase order is to cover the expenses that will be acquired during the months of July 2021 through December 2021. The original amount approved was $164,200. The amount requested on this item is half the amount of the original request.

Funds have been budgeted for this expenditure in account 77- 403372.

ACTION REQUESTED:
Approve purchase order in the amount of $83,000 to Amerochem for the purchase of Ferric Sulfate for water treatment for the 1st and 2nd quarter of FY22.

ATTACHMENTS:
Results of RFP Tabulation supplied by Mrs. Trisha Newton.

PENDER COUNTY

Water Treatment Chemicals ITB # 201104-111

Bid Tabulation 11/18/2020

	BIDDERS:	Ferric Sulfate $ per gallon	Sodium Hydroxide $ per gallon
1	Kemira	no bid	no bid
2	Amerochem	2.056	no bid
3	Univar	no bid	1.239
4	Brenntag	no bid	1.16
5			
6			
7			
8			
9			
10			
11			
12			

Yellow Highlight is lowest bid for that chemical

* Does not meet specifications

NOTES:

Kemira mailed a no bid letter, but asked to remain on our distribution list for future bids.

Highlighted bids will be awarded primary contracts and Univar will awarded as a secondary.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Brenntag for Sodium Hydroxide for water treatment for 1st and 2nd Quarter of FY22: $32,000

SUMMARY:
This Agenda Item was originally approved during the Board of County Commissioners Meeting on December 7, 2020. A Request for Proposals procedure was executed by Mrs. Trisha Newton in November of 2020 and Brenntag was the lowest bid out of four vendors that participated in the process. The chemical is used to adjust the pH of water in the water treatment process.

The bid was awarded for one year of services that is to expire on December of 2021. This purchase order is to cover the expenses that will be acquired during the months of July 2021 through December 2021. The original amount approved was $61,040. The amount requested on this item is half the amount of the original request.

Funds have been budgeted for this expenditure in account 77- 403372.

ACTION REQUESTED:
Approve purchase order to Brenntag for Sodium Hydroxide in the amount of $32,000 for water treatment for the 1st and 2nd quarter of FY22.

ATTACHMENTS:
RFP tabulation results provided by Mrs. Trisha Newton, Pender County Purchasing Manager.

PENDER COUNTY

Water Treatment Chemicals ITB # 201104-111

Bid Tabulation 11/18/2020

	BIDDERS:	Ferric Sulfate $ per gallon	Sodium Hydroxide $ per gallon
1	Kemira	no bid	no bid
2	Amerochem	2.056	no bid
3	Univar	no bid	1.239
4	Brenntag	no bid	1.16
5			
6			
7			
8			
9			
10			
11			
12			

Yellow Highlight is lowest bid for that chemical

* Does not meet specifications

NOTES:

Kemira mailed a no bid letter, but asked to remain on our distribution list for future bids.

Highlighted bids will be awarded primary contracts and Univar will awarded as a secondary.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Core & Main for water meters and water/sewer supplies for FY22: $400,000

SUMMARY:
Staff requested quotes from area supply companies for a list of most commonly needed supplies for water and sewer utilities work. We received 3 quotes on these items, and Core & Main had the lowest prices on all items quoted.

In addition to these general supplies, Core & Main is the area dealer for Neptune water meters, with which Pender County Utilities has standardized its operations and meter reading software. Core & Main is a major utilities supply company and has provided the supplies for water service installation and inventory materials used for system repairs since the formation of Pender County Utilities. Based on current system growth and maintenance needs, Pender County Utilities estimates that it may need up to 1,500 new meters in FY22, which alone accounts for $300,000 of this request. This also includes funds for some meter change-outs in addition to new installs. The remaining $100,000 is allocated for water/sewer services supplies.

Pender County Utilities will on occasion use other suppliers in the area for items not available from Core & Main, or during an emergency when certain suppliers have the required items on-hand for immediate use. These purchases typically do not rise above the threshold for Board authorization.

Funds have been budgeted for this expenditure in account # 072-403308.

ACTION REQUESTED:
Approve annual purchase order in the amount of $400,000 to Core & Main for water meters and water/sewer supplies for FY22.

ATTACHMENTS:

Quote from Core & Main
Quote from Ferguson Waterworks
Quote from Fortiline Waterworks

Bid Proposal for PENDER UTILITIES 7/21-6/22

CUSTOMER

PENDER UTILITY OPERATIONS
STOCK-WILMINGTON
CORNER OF FREMONT & BENNET ST
BURGAW, NC 28425

Job
PENDER UTILITIES 7/21-6/22
Bid Date: 02/19/2021
Bid #: 1678281

CONTACT

Sales Representative
George Larkins
(T) 910-791-4148
(F) 910-791-8408
George.Larkins@coreandmain.com

Core & Main
6501 Amsterdam Way
Wilmington, NC 28405
(T) 910-791-4148

NOTES

Bid Proposal for PENDER UTILITIES 7/21-6/22

PENDER UTILITY OPERATIONS
Bid Date: 02/19/2021
Core & Main 1678281

Core & Main
6501 Amsterdam Way
Wilmington, NC 28405
Phone: 910-791-4148
Fax: 910-791-8408

Seq#	Qty	Description	Units	Price	Ext Price
10	20	24 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	73.21	1,464.20
20	20	12 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	18.43	368.60
30	20	6 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	5.04	100.80
50	2	VB72-7W-41-43NL 5/8X3/4X7 SETT 1PJ INLETX3/4DP (NO LEAD)	EA	111.95	223.90
70	300	1X300' CTS PE TUBING 250 PSI PE4710 NSF SDR-9 S2737 BLUE	FT	0.45	135.00
80	100	1X100' CTS PE TUBING 250 PSI PE 4710 NSF SDR-9 D2737 BLUE	FT	0.45	45.00
100	1	DFW 1200.12.BODY 12"X17"X12" RECTANGLE BLACK BODY	EA	14.08	14.08
110	1	D1200 MB LID W/CIR & TR HOLE	EA	10.36	10.36
130	1	DFW 1200.12.BODY 12"X17"X12" RECTANGLE BLACK BODY	EA	14.08	14.08
140	1	D1200 MB LID W/CIR & TR HOLE	EA	10.36	10.36
160	1	WILK 1" 375XL RP VLV NO LEAD	EA	178.95	178.95
180	1	3'6"B 5-1/4VO CLOW MED PENDER RED WITH SILVER BONNET & CAPS SS STEMS, CPLG AND PINS	EA	1,746.56	1,746.56
200		**HYMAX WHICH IS SPECIFIED WILL WORK ON BOTH SDR AND C900 PIPE SINGLE BAND**			
210	1	273-56-0323-10W 12X12 HYMAX REP CLP 12.75-13.55 OD	EA	406.53	406.53
230		**PURCHASED IN THE PAST**			
240		**FORD CLAMP SINGLE BAND - YOU WOULD HAVE TO ORDER TWO CLAMPS 1EA CLAMP FOR SDR21 AND 1EA FOR C900/DIP**			
250**	1	F1-1302-12.5 12X12-1/2 REP CLP 12.62-13.02 OD	EA	192.04	192.04
260**	1	F1-1350-12.5 12X12-1/2 REP CLP 13.10-13.50 OD	EA	192.04	192.04
280	1	101S-0690 RM 6X1CC SS SAD SGL SS STRAP 6.63-6.90 OD 101 S-6.90X1CC	EA	31.33	31.33
300	1	6X1/8 FLG ACC RR FF	EA	10.22	10.22

** For reference only - not included in total

Bid Proposal for PENDER UTILITIES 7/21-6/22

Bid #: 1678281

Seq#	Qty	Description	Units	Price	Ext Price
320	1	MACRO HP-7.60 6 CPLG EPXY 304SS B&N 6.60-7.60 OD	EA	230.13	230.13
				Sub Total	**4,990.10**
				Tax	336.83
				Total	**5,326.93**

Branch Terms:
This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only.

Customers should verify all materials & quantities prior to bidding or ordering.

This quote is offered under Core & Main terms & conditions. Please contact our office if you need a copy of our terms & conditions.

Unless otherwise noted, pvc pipe prices are valid if ordered and shipped within 30 days of the quote date and shipped in full truckload quantities. HDPE prices are good for 10 days from quote date and price per foot might be revised if quantity changes.

Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge.

Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

** For reference only - not included in total

FERGUSON WATERWORKS #1104
3881 US HIGHWAY 421 NORTH
SUITE D
WILMINGTON, NC 28401-0925
Phone: 910-815-6600
Fax: 910-762-2469

Deliver To:
From: David Rhydderch
Comments:

FERGUSON WATERWORKS #1104
Price Quotation
Phone: 910-815-6600
Fax: 910-762-2469

Bid No: B675900
Bid Date: 02/15/21
Quoted By: DOR

Cust Phone: 910-259-1570
Terms: NET 10TH PROX

Customer: PENDER COUNTY UTILITIES
PENDER COUNTY GOVERNMENT
PO BOX 995
BURGAW, NC 28425

Ship To:

Cust PO#: BLANKET PO

Job Name: PENDER COUNTY

Item	Description	Quantity	Net Price	UM	Total
	**********				
	PENDER COUNTY				
	SHOP STOCK				
	>> BLANKET PO <<				
	**********				

	-- C900 PIPE --				
	>> PIPE TERMS;				
	ORDER BY: 3/19				
	SHIP BY: 4/19				
DR18BP24	24 C900 DR18 CL235 PVC GJ BLUE PIPE	20	80.490	FT	1609.80
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	20	20.520	FT	410.40
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	20	5.600	FT	112.00

	-- FORD METER SETTER --				
FVB727W4133NL	LF VB72-7W-41-33-NL CSTR	1	104.700	EA	104.70

	-- 1" CTS POLY --				
AX41250300B	1X300 CTS 250 PSI NSF BLK	300	0.384	FT	115.20
AX41250100B	1X100 CTS 250 PSI NSF BLK	100	0.384	FT	38.40

	-- METER BOX & LID --				
	PRICE BASED ON PALLET				
	QUANTITY (54) SHIPPED				
SP-DFW1200.12.1T	12 MTR BOX W/TRIR HOLE	1	17.980	EA	17.98

	-- 1" RPZ --				
W375XLG	LF 1 RPP ASSY	1	184.780	EA	184.78

	-- B84B HYDRANT W/STORZ --				
SP-AFCB84BLAOLPPEN	5-1/4 VO B84B HYD 4'0 BURY OL W/STZ	1	2114.360	EA	2114.36

	-- HYMAX COUPLING --				
K86056031516	*1018 12 HYMAX REP COUP 12.40-13.66	1	395.200	EA	395.20

	-- ROMAC SDL & MACRO COUP.				

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1104&on=46425

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1104
Price Quotation

Fax: 910-762-2469

10:16:44 FEB 18 2021
Reference No: B675900

Item	Description	Quantity	Net Price	UM	Total
R101S069041	6X1 CC SGL STRP SDL 6.63-6.90	1	44.770	EA	44.77
R2600760851	6 DI 2BLT MACRO COUP 6.60-7.60	1	249.220	EA	249.22

	-- 316 SS FLG KIT --				
FNWNBGS61RF8U	6 316 SS 150# RR FF 1/8 FLG SET	1	37.898	EA	37.90

	TOTAL				5434.71

	SUBTOTAL				0.00
PT-DISCLAIMER	The quantities listed are estimated of the project. The bidder must confirm quantities. Products listed are for quoting purposes only! Ferguson Waterworks does not guarantee that these materials will be accepted on any jobsite without approved submittals.	1	0.000	EA	0.00
	DISCLAIMER				0.00

Net Total:	$5434.71
Tax:	$366.84
Freight:	$0.00
Total:	$5801.55

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1104&on=46425

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
213543	FORTILINE WILMINGTON	6044681	2/17/21	1

CUSTOMER

PENDER COUNTY UTILITIES
PO BOX 995
BURGAW, NC 28425

PROJECT INFORMATION

BLANKET PO FOR SUPPLIES 2/2021

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			****************************** DUE TO THE PVC ENVIRONMENT: ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT. ******************************		
10	20	FT	24" C900 DR18 PIPE BLUE	83.3300	1,666.60
20	1	EA	5/8X3/4X7 MTR SETTER PJCXDP NO LEAD 726-207WX2D 43	151.0100	151.01
30	300	FT	1"X300' CTS BLUE PE 250PSI TUBING	.4300	129.00
40	100	FT	1"X100' CTS BLUE PE 250PSI TUBING	.4300	43.00
50	1	EA	1015 PLAS MB LID CIR 10154018	14.8400	14.84
60	1	EA	1015-12 PLAS MB BODY 10152026	21.8300	21.83
70	1	EA	1" RED PRS BFP LF009M2QT LEAD FREE	222.2300	222.23
80	20	FT	12" C900 DR18 PIPE BLUE	21.2500	425.00
90	1	EA	5-1/4VO HYD 3'6" 6MJ O/L A473 PENDER COUNTY SPEC NOTE: OPERATING NUT PROTECTOR WITH WEATHER CAP AND SET SCREW MUST BE ENTERED AS A SEPARATE LINE ITEM AND SHIPPED UNATTACHED	2,274.6600	2,274.66
100	1	EA	12" HYMAX CPLG 12.40-13.66 2000-1366-260 TPS	416.8000	416.80
110	1	EA	6X1 CC 3895 SDL F/C900	58.8000	58.80
120	1	EA	6" FLG ACC KIT FF 1/8" RR	12.4300	12.43
130	1	EA	6" MACRO CPLG 6.60-7.60	288.3800	288.38
140	20	FT	6" C900 DR18 PIPE BLUE	5.8000	116.00
				Subtotal:	**5,840.58**
				Tax:	**394.24**
				Bid Total:	**6,234.82**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

 Ent By EC4 2/18/21 10:02:48

BIDCNEW

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to EnviroChem for testing and sampling of PCU's Water and Sewer Plants and System for FY22: $110,000

SUMMARY:
EnviroChem has been performing sample collections for PCU for several years. Their services and pricing continues to outdo the competition. In FY21 PACE laboratories provided a lower quote for these services, but they were not capable to keep up with our demand and their services created a few Notices of Violation.

Staff obtained three quotes for these purposes and Envirochem was the second lowest. Element One Laboratories was the lowest quote received, but they informed us in writing that they do not have personnel for samples collection. Because of this reason, Element One cannot be considered at this time. Environment One quote was the next lowest quote received, but after further investigation staff discovered that there were other written pricing that made the quote higher than EnviroChem.

The funds are budgeted and allocated as follows: $45k 072-404500, $32.5k 77-404500, $32.5k 78-404500

ACTION REQUESTED:
Approve annual purchase order to EnviroChem in the amount of $110,000 for testing and sampling of PCU's Water and Sewer Plants and System for FY22:

ATTACHMENTS:
Quote from EnviroChem
Quote from Element One Laboratories
Quote from Environment One Laboratories

envirochem SM

ANALYTICAL & CONSULTING CHEMISTS

Environmental Chemists, Inc.

6602 Windmill Way, Wilmington, NC 28405 • 910.392.0223 Lab • 910.392.4424 Fax
710 Bowsertown Road, Manteo, NC 27954 • 252.473.5702 Lab/Fax
255-A Wilmington Highway, Jacksonville, NC 28540 • 910.347.5843 Lab/Fax

info@environmentalchemists.com

28 June 2021

To: Anthony Colon
Pender County Utility Operations

From: Jay Baker
President/Chemist

RE: 2021-2022 Pricing

Per your request, we are pleased to provide pricing for the analysis of samples from your water and wastewater systems. As you are aware, we have enjoyed our long-standing relationship with Pender County. Feel free to call/email if you have questions or require additional information related to this information.

Analysis	***Cost per sample***
Alkalinity	$18
Ammonia	$17
Asbestos	$200
HAA5	$130
Inorganics	$200
Metals	$15
Nitrate	$25
THM	$50
TOC	$25
Fluoride	$25
Hardness	$20
Nitrogen	$40
Phosphate	$25
Toxicity	$350
VOC's	$125
BOD	$25
LL Mercury	$200
Oil and Grease	$60
Nitrogen	$40
Chloride	$20
Fecal Coliform	$25
TDS	$15
Conductivity	$15
Turbidity	$20
Orthophosphate	$25
Phenol	$60
Radiological (5)	$350
SOC's	$700
Acidity	$20
Base Saturation	$20
CEC	$20
Exchangeable Na	$20

PCU Contract Lab Test Numbers

Drinking Water	Number of Tests/Year	Price per sample	Total
Alkalinity	4	$15	$60
Ammonia	4	$15	$60
Asbestos	1	$165	$165
HAA5	16	$120	$1,920
IOC /Secondaries	1	$200	$200
Metals	20	$13	$260
Nitrate	1	$25	$25
THM	16	$40	$640
TOC	8	$25	$200
Total Fluoride	4	$20	$80
Total Hardness	4	$15	$60
Total Nitrogen	4	$40	$160
Total Phosphate	4	$20	$80
Toxicity	1	$300	$300
VOC	1	$110	$110
		Subtotal:	$4,320

Wastewater Plant	Number of Tests/Year	Price per sample	Total
BOD	312	$22	$6,864
Mercury	4	$180	$720
O&G	312	$50	$15,600
Pollutant Scan	1	$850	$850
Total Nitrogen	4	$40	$160
Toxicity	5	$300	$1,500
		Subtotal:	$25,694

Maple Hill WWTP	Number of Tests/Year	Price per sample	Total
Ammonia	12	$15	$180
Asbestos	1	$165	$165
BOD	12	$22	$264
Chloride	3	$13	$39
Fecal Coliform	12	$25	$300
HAA	1	$120	$120
Silica	1	$14	$14
TDS	3	$13	$39
THM	1	$40	$40
TKN	12	$25	$300
Total Nitrate	12	$25	$300
Total Nitrogen	12	$40	$480
Total Phosphorous	12	$25	$300

TSS	12	$15	$180
		Subtotal:	$2,721

Burgaw Landfill Wells	Number of Tests/Year	Price per sample	Total
Conductivity	10	$10	$100
Metals	80	$14	$1,120
pH	10	$10	$100
Temperature	10	$0	$0
Turbidity	10	$15	$150
VOC (Method 8260D)	10	$110	$1,100
Water Level	10	$0	$0
Well Depth	10	$0	$0
		Subtotal:	$2,570

MH Wells	Number of Tests/Year	Price per sample	Total
Ammonia	15	$15	$225
Chloride	15	$13	$195
Color	15	$0	$0
Fecal Coliform	15	$25	$375
Odor	15	$0	$0
pH	15	$10	$150
TDS	15	$13	$195
Temperature	15	$0	$0
TOC	15	$25	$375
Total Nitrate Nitrogen	15	$25	$375
Total Phosphorous	15	$25	$375
Water Level	15	$0	$0
		Subtotal:	$2,265

Transfer Station Wells	Number of Tests/Year	Price per sample	Total
Ammonia	9	$15	$135
Chloride	9	$13	$117
IOC	3	$0	$0
Nitrate	9	$25	$225
Orthophosphate	9	$20	$180
pH	9	$0	$0
Phenol	9	$35	$315
TDS	9	$13	$117
Temperature	9	$0	$0
TOC	9	$25	$225
Total Coliform	9	$25	$225
Water Level	9	$0	$0
		Subtotal:	$1,539

Annex Well #6	Number of Tests/Year	Price per sample	Total
Nitrate	1	$25	$25

Nitrite	1	$0	$0
Radionuclides	4	$350	$1,400
SOC	4	$700	$2,800
VOC (Method 8260D)	4	$110	$440
		Subtotal:	$4,665

Kiwanis Well #4	Number of Tests/Year	Price per sample	Total
Nitrate	1	$25	$25
Nitrite	1	$0	$0
Radionuclides	4	$350	$1,400
SOC	4	$700	$2,800
VOC (Method 8260D)	4	$110	$440
		Subtotal:	$4,665

MH Irrigation Field	Number of Tests/Year	Price per sample	Total
% Humic Matter	11	$40	$440
Acidity	11	$20	$220
Base Saturation (by calc)	11	$20	$220
Cation Exchange Capacity	11	$20	$220
Exchangeable Sodium %	11	$20	$220
Metals	77	$15	$1,155
pH	11	$15	$165
Total Phosphorous	11	$25	$275
		Subtotal:	$2,915

Total Cost Testing:	$51,354

Toxicity Shipping	6	$0	$0
WWTP Sample Pick-ups	156	$10	$1,560
		0	
		Total Cost Overall:	$52,914

elementOne

June 25, 2021

Anthony Colon
Pender County Utilities
605 East Fremont Street
Burgaw, NC 28425

Dear Mr. Colon:

Thank you for your interest in Element One, Inc. regarding Pender County Utilities water testing. Based on your analytical scope, Element One has the capability to perform metals, mercury, solids, inorganic wet lab and coliform analyses. We can send Low-level Mercury to another lab. (Referenced to the left of the line item). The attached spreadsheet provides pricing.

Element One does not have the personnel for sample collection, including field pH & temperature. Pricing for In-Lab pH & temperature is included and referenced to the left of the line item.

Please let us know if you have questions or need further information.

Sincerely,

Paula Smith

elementOne inc.
6319-D Carolina Beach Road
Wilmington, NC 28412
910-793-0128 e1lab@e1lab.com

PCU Contract Lab Test Numbers

Drinking Water	Number of Tests/Year	Price per sample	Total
Alkalinity	4	$20	$80
Ammonia	4	$25	$100
Asbestos	1		$0
HAA5	16		$0
IOC /Secondaries	1	$70	$70
Metals	20	$60	$1,200
Nitrate	1	$20	$20
THM	16		$0
TOC	8	$30	$240
Total Fluoride	4	$20	$80
Total Hardness	4	$40	$160
Total Nitrogen	4	$60	$240
Total Phosphate	4	$30	$120
Toxicity	1		$0
VOC	1		$0
		Subtotal:	$2,310

contract

Wastewater Plant	Number of Tests/Year	Price per sample	Total
BOD	312		$0
Mercury	4	$300	$1,200
O&G	312		$0
Pollutant Scan	1		$0
Total Nitrogen	4	$60	$240
Toxicity	5		$0
		Subtotal:	$1,440

Maple Hill WWTP	Number of Tests/Year	Price per sample	Total
Ammonia	12	$25	$300
Asbestos	1		$0
BOD	12		$0
Chloride	3	$20	$60
Fecal Coliform	12	$50	$600
HAA	1		$0
Silica	1	$25	$25
TDS	3	$20	$60
THM	1		$0
TKN	12	$40	$480
Total Nitrate	12	$20	$240
Total Nitrogen	12	$60	$720
Total Phosphorous	12	$30	$360
TSS	12	$20	$240
		Subtotal:	$3,085

	Burgaw Landfill Wells	Number of Tests/Year	Price per sample	Total
	Conductivity	10	$20	$200
	Metals	80	$120	$9,600
in lab	pH	10	$15	$150
in lab	Temperature	10	$10	$100
	Turbidity	10	$20	$200
	VOC (Method 8260D)	10		$0
	Water Level	10		$0
	Well Depth	10		$0
			Subtotal:	$10,250

	MH Wells	Number of Tests/Year	Price per sample	Total
	Ammonia	15	$25	$375
	Chloride	15	$20	$300
	Color	15	$25	$375
	Fecal Coliform	15	$50	$750
	Odor	15	$15	$225
in lab	pH	15	$15	$225
	TDS	15	$20	$300
in lab	Temperature	15	$10	$150
	TOC	15	$30	$450
	Total Nitrate Nitrogen	15	$20	$300
	Total Phosphorous	15	$30	$450
	Water Level	15		$0
			Subtotal:	$3,900

	Transfer Station Wells	Number of Tests/Year	Price per sample	Total
	Ammonia	9	$25	$225
	Chloride	9	$20	$180
	IOC	3	$225	$675
	Nitrate	9	$20	$180
	Orthophosphate	9	$20	$180
in lab	pH	9	$15	$135
	Phenol	9		$0
	TDS	9	$20	$180
in lab	Temperature	9	$10	$90
	TOC	9	$30	$270
	Total Coliform	9	$45	$405
	Water Level	9		$0
			Subtotal:	$2,520

Annex Well #6	Number of Tests/Year	Price per sample	Total
Nitrate	1	$20	$20
Nitrite	1	$20	$20
Radionuclides	4		$0
SOC	4		$0
VOC (Method 8260D)	4		$0
		Subtotal:	$40

Kiwanis Well #4	Number of Tests/Year	Price per sample	Total
Nitrate	1	$20	$20
Nitrite	1	$20	$20
Radionuclides	4		$0
SOC	4		$0
VOC (Method 8260D)	4		$0
		Subtotal:	$40

MH Irrigation Field	Number of Tests/Year	Price per sample	Total
% Humic Matter	11		$0
Acidity	11	$25	$275
Base Saturation (by calc)	11		$0
Cation Exchange Capacity	11		$0
Exchangeable Sodium %	11		$0
Metals	77	$105	$8,085
pH	11	$15	$165
Total Phosphorous	11	$30	$330
		Subtotal:	$8,855

in lab

Total Cost Testing:	$32,440

Toxicity Shipping	6		$0
WWTP Sample Pick-ups	156		$0

Total Cost Overall:	$32,440

Anthony Colon

From: Amy Cox
Sent: Monday, June 28, 2021 11:43 AM
To: Anthony Colon
Subject: Environment One 2021

Anthony,
I have taken the additional service prices from the cover letter that was submitted by Environment 1 and added it to their sample quote. This was done to be able to compare Environment 1 and Environmental Chemist prices. Environmental Chemist already includes their sampling collection in their prices.

Additional service prices for Environment 1:
Burgaw Landfill $300 (twice a year) = $600
Maple Hill Wells $300 (three a year) $900
Transfer Station Wells $300 (three a year) = $900
Irrigation Field $300 (once a year) = $300

$2700

Also, not included in Environment 1's quote is the monthly charge to set up a compositior and sample the compositor each month at Maple Hill Wastewater Treatment Facility.

Composite sample $200 (twelve months) = $2400

The final total for Environment 1's services for FY 2021 – 2022

$51,218 + 2,700 + 2,400 = $56,318

Amy Cox
Pender County Utilities
Utilities Analyst
605 E. Fremont Street
Burgaw, NC 28425
910-515-6868 (cell)
910-259-1280 (office)

Environment 1, Incorporated

114 OAKMONT DRIVE
GREENVILLE, N.C. 27858

PHONE (252) 756-6208
FAX (252) 756-0633

June 28, 2021

Mr. Anthony Colon – Assistant Utilities Director
Pender County Utilities
605 East Fremont Street
Burgaw, NC 28425

Dear Mr. Colon,

Please accept this letter and the following pages as a formal price quote for field and Laboratory Services for Pender County Utilities.

Environment 1, Inc. has provided Drinking Water and Wastewater laboratory and field services since 1974. With forty full-time employees based in our 9,000 square foot Greenville, NC facility we are able to service water systems and wastewater plants across the entire State.

Environment 1 also operates a fleet of trucks and vans used for sample collection and courier service to make sure our clients have logistical support to get samples to the laboratory on time. Sample courier service will be provided directly to Pender County Utilities at no additional charge.

Additional Services not listed on spreadsheet:

1. Sample collection services for Burgaw Landfill Wells, MH Wells and Transfer Station Wells will be billed at a maximum of $300 per sampling event. The invoiced amount may be less depending on actual service hours.

2. Also, the MH irrigation field samples will be collected for a maximum of $300 per event. Analysis is listed as $0 on the following pages, since these services are provided free of charge by NC Department of Agriculture and Consumer Services free of charge.

3. A composite sampler will be set up monthly at the Maple Hill WWTP. Labor, travel and equipment rental will be billed $200 per month total.

Environment 1 has the staff and resources to partner with Pender County Utilities and exceed your laboratory service expectations. Thank you for considering our proposal. If you have any questions, please feel free to contact Ann Baynor - Customer Service Manager or myself.

Best Regards,

Mark Oliveira
President - Laboratory Manager
moliveira@environment1inc.com

PCU Contract Lab Test Numbers

Drinking Water	Number of Tests/Year	Price per sample	Total
Alkalinity	4	$16	$65
Ammonia	4	$19	$76
Asbestos	1	$200	$200
HAA5	16	$146	$2,341
IOC /Secondaries	1	$261	$261
Metals	20	$17	$342
Nitrate	1	$29	$29
THM	16	$52	$836
TOC	8	$39	$312
Total Fluoride	4	$16	$65
Total Hardness	4	$18	$72
Total Nitrogen	4	$45	$180
Total Phosphate	4	$18	$72
Toxicity	1	$300	$300
VOC	1	$136	$136
		Subtotal:	$5,285

Wastewater Plant	Number of Tests/Year	Price per sample	Total
BOD	312	$25	$7,862
Mercury	4	$200	$800
O&G	312	$45	$14,040
Pollutant Scan	1	$1,200	$1,200
Total Nitrogen	4	$45	$180
Toxicity	5	$300	$1,500
		Subtotal:	$25,582

Maple Hill WWTP	Number of Tests/Year	Price per sample	Total
Ammonia	12	$18	$216
Asbestos	1	$200	$200
BOD	12	$25	$302
Chloride	3	$15	$46
Fecal Coliform	12	$20	$238
HAA	1	$146	$146
Silica	1	$20	$20
TDS	3	$18	$54
THM	1	$52	$52
TKN	12	$23	$270
Total Nitrate	12	$18	$216
Total Nitrogen	12	$45	$540
Total Phosphorous	12	$23	$270

TSS	12	$14	$173
		Subtotal:	$2,743

Burgaw Landfill Wells	Number of Tests/Year	Price per sample	Total
Conductivity	10	$16	$162
Metals	80	$14	$1,120
pH	10	$5	$45
Temperature	10	$0	$0
Turbidity	10	$14	$135
VOC (Method 8260D)	10	$135	$1,350
Water Level	10	$0	$0
Well Depth	10	$0	$0
		Subtotal:	$2,812

MH Wells	Number of Tests/Year	Price per sample	Total
Ammonia	15	$18	$270
Chloride	15	$15	$230
Color	15	$15	$230
Fecal Coliform	15	$20	$297
Odor	15	$0	$0
pH	15	$5	$68
TDS	15	$18	$270
Temperature	15	$0	$0
TOC	15	$37	$554
Total Nitrate Nitrogen	15	$18	$270
Total Phosphorous	15	$23	$338
Water Level	15	$0	$0
		Subtotal:	$2,525

Transfer Station Wells	Number of Tests/Year	Price per sample	Total
Ammonia	9	$18	$162
Chloride	9	$15	$138
IOC	3	$261	$784
Nitrate	9	$18	$162
Orthophosphate	9	$18	$162
pH	9	$2	$16
Phenol	9	$45	$405
TDS	9	$18	$162
Temperature	9	$0	$0
TOC	9	$37	$332
Total Coliform	9	$23	$203
Water Level	9	$0	$0
		Subtotal:	$2,525

Annex Well #6	Number of Tests/Year	Price per sample	Total
Nitrate	1	$18	$18

Nitrite	1	$18	$18
Radionuclides	4	$280	$1,120
SOC	4	$793	$3,173
VOC (Method 8260D)	4	$136	$544
		Subtotal:	$4,873

Kiwanis Well #4	Number of Tests/Year	Price per sample	Total
Nitrate	1	$18	$18
Nitrite	1	$18	$18
Radionuclides	4	$280	$1,120
SOC	4	$793	$3,172
VOC (Method 8260D)	4	$136	$544
		Subtotal:	$4,872

MH Irrigation Field	Number of Tests/Year	Price per sample	Total
% Humic Matter	11	$0	$0
Acidity	11	$0	$0
Base Saturation (by calc)	11	$0	$0
Cation Exchange Capacity	11	$0	$0
Exchangeable Sodium %	11	$0	$0
Metals	77	$0	$0
pH	11	$0	$0
Total Phosphorous	11	$0	$0
		Subtotal:	$0

Total Cost Testing:	$51,218

Toxicity Shipping	6	$80	$480
WWTP Sample Pick-ups	156		$0

Total Cost Overall:	$51,698

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Sadale Utilities for Minor Water & Sewer Repairs for FY22: $30,000

SUMMARY:
Sadale Utilities began performing water and sewer repairs for PCU in 2019 after our previous contractor became unavailable. PCU sought quotes for our minor repair work and Sadale Utilities has the best price, availability, and performance for this type of work. Sadale has performed well and met the needs of PCU. They recently completed repairs to hydrants around the water system, many of which had been out of service for over a year. This contractor is well suited to various minor repairs and small emergency breaks in PCU's system.

Funds have been budgeted for this expenditure from account 072-404500.

ACTION REQUESTED:
Approve annual purchase order in the amount of $30,000 to Sadale Utilities for minor water & sewer repairs for FY22

ATTACHMENTS:
Quote from Sadale Utilities
Quote from T&H Construction
Quote from Utilitech Inc

6/25/2020
Invoice #2020-6-19

To: Pender Co
Attn: James Proctor

From: Sadale Utilities
717 Five Mile Rd
Richlands NC 28574
910-389-0774
Fax: 910-324-6998
Email:sadaleutilties@gmail.com

Re: taps

Taps	
short side	$ 1,500.00
long side (bores)	$ 2,500.00

Pender Co Water to furnish material for all taps
Note: some repairs will be determined on site

Thank You

Donnie Pierce
Sadale Utiltities

T & H Construction of NC, Inc.
94 Merchants Circle, Suite #201
Hampstead, N. C. 28443
Phone: 910-617-7979
Fax: 910-270-1760
Email: thconstructionnc@yahoo.com

Quote for Pender County, North Carolina

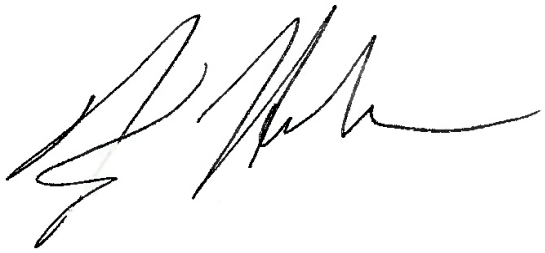
Price Update for Calendar Year 2021-2022

1) **Long Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80PVC stub out, corporation, setter, box, tubing, & etc). $ 4,000.00.

2) **Short Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80 PVC stub out, corporation, setter, box, tubing & etc). $ 2000.00.

3) **On call Emergency**-Cost for line repairs. Crew+ $ 3,900.00 per day, plus Equipment & Lowboy.

4) **Hydrant Repairs**-Cost per hour. $ 300.00 (Understanding cost is extra for Parts & Hydrants.



Anthony Colon

From: Ben Aragona <baaragona@gmail.com>
Sent: Monday, June 28, 2021 10:54 AM
To: James R. Proctor; Anthony Colon
Subject: [External]FYI 21-22 pricing. Utilitech Inc.

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

James and Anthony,

Hey, good morning, Here is the pricing for you.

Please let me know if this is what you are looking for.

Pricing For: Utilitech Inc.
144 Scientific Lane
Jacksonville, NC 28540

- Long Meter Taps, for 5/8"x3/4" Meter: $2,050.00

-Short Meter Taps, for 5/8"x3/4" Meter: $1,550.00

- Emergency Repairs (per hour) Parts, Material Additional: $350.00

- Hydrant Repairs (per hour) Parts, Hydrants, additional: $350.00

If you have any questions, please let me know.

Thank You,

Ben Aragona
Utilitech Inc.
910-358-2249

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to Synagro for Sludge Removal FY22: $90,000

SUMMARY:
The Pender County Board of Commissioners approved a contract for the removal of sludge, from the sedimentation storage lagoons at the water treatment plant in FY19. The contract provisions included two removal events within a 3 year period. The first sludge removal was completed in FY19, and the final sludge removal service was done during the winter of 2020. This services are performed in order to provide more space for disposal of waste from the water plant treatment processes, and will give more volume in the lagoons for water use by the adjacent wastewater plant in its treatment process. The existing contract expires on August 6, 2021, but goes to year-to-year contract if 30 days notice is not given by either party prior to expiration.

Funds have been budgeted for this expenditure in account 77-404500.

ACTION REQUESTED:
Approve a purchase order in the amount of $90,000 to Synagro for sludge removal at the water treatment plant.

ATTACHMENTS:
Contract with Synagro
Synagro proposal letter

SYNAGRO

Materials Management Agreement

This Agreement made and entered into as of this 24 day of August, 2018 by and between Contractor and Customer.

CUSTOMER	Customer Legal Name Pender County Utilities			
	Street Address 289 Quality Way			
	City / Town Wilmington	County Pender	State NC	Zip Code 28401
CONTRACTOR	Synagro Legal Name Synagro			
	Street Address 435 Williams Court, Suite 100			
	City / Town Baltimore	State MD	Zip Code 21220	
TERM	Commencement Date August 7, 2018	Expiration Date August 6, 2021		
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
BILLING	Customer Contact Name Matt Casto	Telephone # (910) 515-6803		
	Street Number / P.O. Box PO Box 995	Fax # (910) 259-1579		
	Address	Contact Person Matt Casto		
		E-mail Address mcasto@pendercountync.gov		
	City / State Burgaw NC	Zip Code 28425		
SIGNATURES	FOR CUSTOMER: Signature Name and Title: Chad McEwen, Assistant County Manager	Date 8/24/18		
	FOR CONTRACTOR: Signature Michelle Hamann Name and Title Assistant Secretary	Date 8/27/18		

Pender County PO# 400

Version 3/1/2018

SYNAGRO

Materials Management Agreement

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Initial Service - Remove approximately 700,000 - 1,000,000 gallons of ferric sludge, haul and liquid land application at Synagro's permitted land base.

This agreement also includes service for subsequent events under a three (3) year agreement based on a minimum of 100,000 gallons, mobilization and Ag Lime per event.

Customer Materials.

Customer Materials shall consist of the following:

- Initial service 700,000 - 1,000,000 gallons of ferric sludge
- Subsequent events based on a minimum of 100,000 gallons per event

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:

- **Synagro will collect materials from customer's on-site lagoon.**
- **Synagro will utilize Houle pump to collect material.**

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:

Pender County Utilities WTP

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
$0.0535	700,000 - 1,000,000	Gallon	Transport liquid ferric sludge from Customer Facility to permitted land and land-apply
$9,665.00	Each Event	1	Mobilization & set up
Cost +15%	Per ton	Unknown	Ag Lime

Pender County PO# 400

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on June 1, 2019 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Atlanta, GA with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI - Base CPI}}{\text{Base CPI}}\right)$$

CPI = _____.

Base CPI = _____.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – ____N/A_____) is at, or exceeds, $_N/A_____ per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – ____N/A_____ as published by the U.S. Department of Energy's Energy Information Administration for _____N/A_____ and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price $/Gallon - Note[1]	Fuel Surcharge Adjustment %
< $(Base Price)	None
Base Price to Base Price plus $.049	0.5 %
Base Price plus $0.05 to Base Price plus $0.099	1.0 %
Base Price plus $0.1 to Base Price plus $.0149	1.5 %

For each $0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = $3.01 / Gallon

Diesel Price $/Gallon - Note[1]	Fuel Surcharge Adjustment %
≤ $3.00 (Base Price)	None
$3.01 - $3.049	0.5 %
$3.05 - $3.099	1. %
$3.10 - $3.149	1.5 %

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (___N/A___)

GENERAL TERMS AND CONDITIONS

1. **Definitions.** As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (I) fail(s) to meet the description or characteristics described in Appendices 1and/or 2, or (II) are Hazardous Materials, or (III) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (III) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations.

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. **Services.** Contractor shall provide Contractor Services to Customer.

4. **Price and Adjustments.**

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. **Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. **Rejection or Revocation of Acceptance of Materials.**

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. **Change in Conditions Affecting Quality of Materials.** Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. **Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. **Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (I) one and one-half percent (1.5%) per month; or (II) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. **Default Termination.**

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

(I) Customer fails to make full payment within 30 days of any invoice date;

(II) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;

(III) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or

(Iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

C. Non-Default Termination

If the Customer has exercises a discretionary right to early termination that is not based on default, the Contractor will be compensated for early termination costs, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (I) Customer's failure to comply with any of its obligations under this Agreement; (II) Customer's delivery of Non-Conforming Material to Contractor; (III) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (Iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars ($1,000,000) for each claim, one million dollars ($1,000,000) products aggregate and two million dollars ($2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in in the performance of Contractor Services with a combined single limit of one million dollars ($1,000,000), with an umbrella policy of five million dollars ($5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (I) reasonably anticipated weather conditions normal for the region in which the work is performed or (II) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by

either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

23. **Governing Law, Venue Selection.** This Agreement shall be governed by and construed under the laws of the State of North Carolina, Pender County.

24. **No Third Party Liability.** Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

25. **Partial Invalidity.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

26. **Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

27. **Notice.** Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

28. **Consequential Damages.** In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

29. **Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. **Customer Materials.** Customer represents and warrants the following with respect to the quality of Customer Materials:

A. **Biosolids.**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. **Industrial Residuals:**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any): SEE ATTACHED PROPOSAL

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SYNAGRO

JULY 20, 2018

Mr. Matt Casto
Pender County Utilities
289 Quality Way
Wilmington, NC 28401

Re: Water Treatment Ferric Sludge Proposal

Dear Mr. Casto:

Pursuant to your request, Synagro Services Division is pleased to submit the following proposal to provide initial service in 2018 to Pender County Utilities to remove approximately 700,000 - 1,000,000 gallons of ferric sludge, haul and liquid land application at our permitted land base. This proposal also includes service for subsequent events under a three (3) year agreement based on a minimum of 100,000 gallons per event.

Assumptions:

- Operations: Synagro is assuming operations will occur Monday through Saturday and we anticipate the project will take approximately 11 days to complete.
- Compliance: Our proposal assumes that the ferric sludge will meet compliance standards acceptable to be added as a source to our Class A permit.

Synagro Services Will Provide:

- Permitting, testing, equipment, and set up
- Two Operators/ 6 days per week
- One Houle pump and tractor at the lagoon
- One tractor and pull tank at the field
- Fill stand
- Four tankers

Pender County Will Provide:

- Work with Synagro Operations Manager to remove of guard rail section(s) if necessary.
- Decant and isolate flow into lagoon.

Price:

Mobilization & Set Up:	$9,665.00 one-time charge
Pumping & Operation:	$0.0535 per gallon
AG Lime (field use)	Cost plus 15%

Our proposal is delivered in good faith and we are prepared to enter into a mutually acceptable agreement. Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties negotiate and execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro's approval, at its discretion.

Thank you for the opportunity to submit our proposal for this project. If you have any questions about our submittal or require any additional information, please contact me at 904-460-5843 with any questions or at lrossiter@synagro.com.

Sincerely,



Lorrie Rossiter

Area Sales Manager

Page 10 of 10

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	July 12, 2021
SUBJECT:	Approval of a Purchase Order to T&H Construction of NC for Water & Sewer Emergency Repairs for FY22: $60,000

SUMMARY:
T&H Construction began performing water and sewer repairs for PCU in 2019 after our previous contractor became unavailable. PCU sought quotes for our major emergency repair work and T&H Construction has the best availability, and performance for this type of work. T&H has performed well and met the needs of PCU. They completed big water lines emergency repairs in FY21 in various location of the Hampstead area, and other miscellaneous emergency repairs around the system. This contractor is well suited to repair major emergency breaks in PCU's system, and makes themselves available on short notice including at night and on the weekends.

Funds have been budgeted for this expenditure from account 072-404500.

ACTION REQUESTED:
Approve annual purchase order in the amount of $60,000 to T&H Construction for emergency water & sewer repairs for FY22

ATTACHMENTS:
Quote from T&H Construction
Quote from Sadale Utilities
Quote from Utilitech Inc.

T & H Construction of NC, Inc.
94 Merchants Circle, Suite #201
Hampstead, N. C. 28443
Phone: 910-617-7979
Fax: 910-270-1760
Email: thconstructionnc@yahoo.com

Quote for Pender County, North Carolina

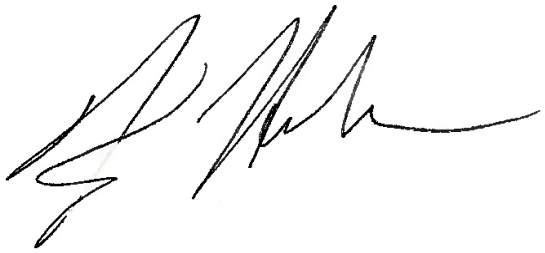
Price Update for Calendar Year 2021-2022

1) **Long Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80PVC stub out, corporation, setter, box, tubing, & etc). $ 4,000.00.

2) **Short Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80 PVC stub out, corporation, setter, box, tubing & etc). $ 2000.00.

3) **On call Emergency**-Cost for line repairs. Crew+ $ 3,900.00 per day, plus Equipment & Lowboy.

4) **Hydrant Repairs**-Cost per hour. $ 300.00 (Understanding cost is extra for Parts & Hydrants.



6/25/2020
Invoice #2020-6-19

To: Pender Co
Attn: James Proctor

From: Sadale Utilities
717 Five Mile Rd
Richlands NC 28574
910-389-0774
Fax: 910-324-6998
Email:sadaleutilties@gmail.com

Re: taps

Taps	
short side	$ 1,500.00
long side (bores)	$ 2,500.00

Pender Co Water to furnish material for all taps
Note: some repairs will be determined on site

Thank You

Donnie Pierce
Sadale Utiltities

Anthony Colon

From: Ben Aragona <baaragona@gmail.com>
Sent: Monday, June 28, 2021 10:54 AM
To: James R. Proctor; Anthony Colon
Subject: [External]FYI 21-22 pricing. Utilitech Inc.

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

James and Anthony,

Hey, good morning, Here is the pricing for you.

Please let me know if this is what you are looking for.

Pricing For: Utilitech Inc.
144 Scientific Lane
Jacksonville, NC 28540

- Long Meter Taps, for 5/8"x3/4" Meter: $2,050.00

-Short Meter Taps, for 5/8"x3/4" Meter: $1,550.00

- Emergency Repairs (per hour) Parts, Material Additional: $350.00

- Hydrant Repairs (per hour) Parts, Hydrants, additional: $350.00

If you have any questions, please let me know.

Thank You,

Ben Aragona
Utilitech Inc.
910-358-2249

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Anthony Colon
DATE:	June 12, 2021
SUBJECT:	Approval of a Purchase Order to Utilitech for Water Taps and Service Installation for FY22: $70,000

SUMMARY:
Utilitech began installing water taps and services for PCU in early 2020, after many struggles with finding a reliable and affordable contractor for this work. We collected quotes from area contractors, and selected Utilitech based on pricing and ability to perform the work in a timely manner.

PCU has begun installing water taps and services in-house, but still at times get overwhelmed with requests and need additional help. Utilitech has been instrumental in ensuring that our new customers do not have to wait an unacceptable period of time before receiving their water service. While we have two new employees performing meter installations, our staffing level is just enough to keep up with work orders during ideal conditions when all staff is present. Continuing to have Utilitech available to install services when needed is critical to PCU's operational efficiency.

Funds have been budgeted for this expenditure in account 072-404526.

ACTION REQUESTED:
Approve annual purchase order in the amount of $70,000 to Utilitech for water taps and service installations for FY22.

ATTACHMENTS:
Quote from Utilitech
Quote from Sadale Utilities
Quote from T&H

Anthony Colon

From: Ben Aragona <baaragona@gmail.com>
Sent: Monday, June 28, 2021 10:54 AM
To: James R. Proctor; Anthony Colon
Subject: [External]FYI 21-22 pricing. Utilitech Inc.

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144 Scientific Lane
Jacksonville, NC 28540

- Long Meter Taps, for 5/8"x3/4" Meter: $2,050.00

-Short Meter Taps, for 5/8"x3/4" Meter: $1,550.00

- Emergency Repairs (per hour) Parts, Material Additional: $350.00

- Hydrant Repairs (per hour) Parts, Hydrants, additional: $350.00

If you have any questions, please let me know.

Thank You,

Ben Aragona
Utilitech Inc.
910-358-2249

6/25/2020
Invoice #2020-6-19

To: Pender Co
Attn: James Proctor

From: Sadale Utilities
717 Five Mile Rd
Richlands NC 28574
910-389-0774
Fax: 910-324-6998
Email:sadaleutilties@gmail.com

Re: taps

Taps	
short side	$ 1,500.00
long side (bores)	$ 2,500.00

Pender Co Water to furnish material for all taps
Note: some repairs will be determined on site

Thank You

Donnie Pierce
Sadale Utiltities

T & H Construction of NC, Inc.
94 Merchants Circle, Suite #201
Hampstead, N. C. 28443
Phone: 910-617-7979
Fax: 910-270-1760
Email: thconstructionnc@yahoo.com

Quote for Pender County, North Carolina

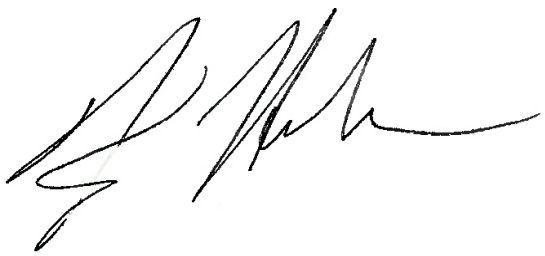
Price Update for Calendar Year 2021-2022

1) **Long Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80PVC stub out, corporation, setter, box, tubing, & etc). $ 4,000.00.

2) **Short Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80 PVC stub out, corporation, setter, box, tubing & etc). $ 2000.00.

3) **On call Emergency**-Cost for line repairs. Crew+ $ 3,900.00 per day, plus Equipment & Lowboy.

4) **Hydrant Repairs**-Cost per hour. $ 300.00 (Understanding cost is extra for Parts & Hydrants.



Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	July 12, 2021
SUBJECT:	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

SUMMARY:
Following direction of the Board, Pender County Utilities proceeded with the planning of a design-build (D-B) project to extend public water service to the end of Factory Road. Staff followed the Request for Qualifications (RFQ) process as is required by law and is similar to the selection process for engineering consultants. An RFQ was issued on May 7th, with a submission deadline of May 28th. Four D-B teams submitted Statements of Qualification (SOQ) for the project, including State Utility Contractors/McKim & Creed, Garney Construction/Dewberry Engineers, T.A. Loving/Wooten, and T&H Construction/Stroud Engineering. Upon review by four PCU staff members, State Utility Contractors/McKim & Creed scored highest and was selected as the project design-builder.

Staff worked with the selected firm/team to develop a contract to proceed with 60% design plans and permitting of the project. That agreement is before you for consideration and approval to move forward with the project.

As part of the contract as the authorized work is completed, a Phase 2-Construction Phase Services contract amendment will be prepared with a Guaranteed Maximum Price (GMP) for the final design and construction of the project. That contract amendment will be brought to the Board for consideration later this year, and will include finalizing the design and constructing the project. If for any reason the Board decides to abandon the D-B process and change to a traditional construction bidding process, that can be done upon the completion of the contract that is currently being considered.

This project is funded in account # 072-407400 Capital Outlay.

ACTION REQUESTED:
Approve the Preliminary Agreement and Award for Design-Build of Factory Road Water Extension Project to State Utility Contractors for $90,500 and the associated purchase order

ATTACHMENTS:
Proposed Preliminary Agreement between Owner and Design-Builder
Scoring sheets for staff SOQ review and criteria
Statement of Qualifications for State Utility Contractors & McKim & Creed Engineers
Request for Qualifications for project

Standard Form of Preliminary Agreement Between Owner and Design-Builder

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

This **AGREEMENT** is made as of the _____ day of _____in the year of 20_____, by and between the following parties, for services in connection with the Project identified below.

OWNER:
Pender County Utilities
605 E Fremont St
PO Box 995
Burgaw, NC 28425

DESIGN-BUILDER:
State Utility Contractor
4417 Old Charlotte Highway
Monroe, NC 28110

PROJECT: ***Pender County Factory Road Water Line Extension***

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").

Article 2

Design-Builder's Services and Responsibilities

2.1 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

2.2 Preliminary Services.

2.2.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

2.2.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an Additional Service pursuant to Section 2.7 hereof. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.3 Schematic Design Documents. Design-Builder shall prepare Schematic Design Documents based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

2.4 Proposal. Based on Owner's Project Criteria, the Schematic Design Documents, as each may be revised pursuant to Sections 2.2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal"), which shall include the following unless the parties mutually agree otherwise:

2.4.1 a proposed contract price for the design and construction of the Project, which price shall be in the form of a lump sum or the cost of the work plus a fee with an option for a Guaranteed

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Maximum Price ("GMP");

2.4.2 a schedule and date of Substantial Completion of the Project upon which the Contract Price for the Project is based;

2.4.3 all other information necessary for the parties to enter into DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), with the accompanying General Conditions of Contract, DBIA Document 535; and

2.4.4 the time limit for acceptance of the Proposal.

2.5 Review of Proposal. Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If Design-Builder finds the revisions acceptable, Design-Builder shall, upon receipt of Owner's notice, adjust the Proposal.

2.6 Completion of This Agreement. Design-Builder's services under this Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design-Builder finds acceptable.

2.7 Additional Services. Design-Builder shall perform the Additional Services set forth in a separate exhibit to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-Builder, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

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Exhibit A: Additional Services

Additional professional services will be provided (within the qualifications of the Engineer) upon request or upon authorization of Owner following recommendation of the Engineer. Additional services shall include, but not be limited to the following:

- Construction Administration & Observation Services
- Bid & Award services
- Phase I or II Environmental Assessments
- Condition assessments of existing pipes, pump stations, infrastructure, materials, or miscellaneous items.
- Environmental Assessments or Environmental Impact Statements
- Obtaining variances from ordinances, standards, or other regulatory requirements from local jurisdictions, local, state, or federal agency.
- Historical or archaeological surveys or reports
- Hydrogeological Investigations
- Design of treatment facilities and/or acquisition of NPDES permits.
- Architectural design services
- Streetscape improvements, storm water design improvements,
- Hazardous Material Testing (asbestos, lead, etc.)
- Groundwater/Soil Contamination Testing
- Biological surveys for endangered species
- Fees for bid advertisements.
- Redesign of infrastructure after approval of final plans
- Redesign required due to easement negotiations.
- Licensing fees or property acquisition costs
- Legal advertisements
- Court appearances for litigation, or preparation for the same

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Article 3

Owner's Services and Responsibilities

3.1 Timely Performance. Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

3.2 Owner's Project Criteria. Owner shall provide Design-Builder with Owner's Project Criteria. If Owner desires that Design-Builder assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project.

3.3 Owner Provided Information. Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

3.3.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.3.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.3.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

3.3.4 A legal description of the Site;

3.3.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.3.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth below.

4.2 Owner's Limited License. If Owner fails to enter into a contract on this Project with Design-Builder to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, shall grant Owner a limited license to use the Work Product to complete the Project, conditioned on the following:

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4.2.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"). Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use of the Work Product; and

4.2.2 Owner agrees to pay Design-Builder the additional sum of _____ Dollars ($ _____) as compensation for the right to use the Work Product in accordance with this Article 4.

☒ If Owner fails to enter into a contract on this Project with Design-Builder to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement: (a) grants Owner a limited license to use the Work Product in connection with the Owner's completion of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in those portions of the Work Product that consist of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on the following:

4.2.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"). Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use of the Work Product; and

4.2.2 Owner agrees to pay Design-Builder the additional sum of Zero Dollars ($0.00) as compensation for the right to use the Work Product in accordance with this Article 4.

or

☐ If Owner fails to enter into a contract on this Project with Design-Builder to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on the following:

4.2.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"). Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use of the Work Product; and

4.2.2 Owner agrees to pay Design-Builder the additional sum of _____ Dollars ($ _____) as compensation for the right to use the Work Product in accordance with this Article 4.

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Article 5

Contract Time

5.1 Commencement Date. Design-Builder shall commence performance of the services set forth in this Agreement within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services no later than Seventy Five (75) calendar days after the Date of Commencement.

5.2 Interim Dates. Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

Article 6

Contract Price

6.1 Contract Price. The Contract Price for this Agreement is as set forth below:

$90,500.00

6.2 Scope of Contract Price. The Contract Price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price shall be adjusted to reflect any Additional Services agreed upon by the parties after execution of this Agreement.

ITEM	Fee Amount	Fee Type
Task 1 – Design Phase Services	$62,600	Lump Sum
Task 2 – Permitting Phase Services	$11,000	Lump Sum
Task 3 – Easement Map Preparation	$5,000	Allowance
Task 4 - Contractor Markup & GMP Preparation	$11,900	Lump Sum
Total Fee Estimate (Tasks 1 through 4)	**$90,500.00**	

Article 7

Procedure for Payment

7.1 Payment. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

Net 30 Days

7.2 Interest. Payments due and unpaid by Owner to Design-Builder shall bear interest commencing

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five (5) days after payment is due at the rate of One and One Half Percent (1.5 %).

Article 8

Electronic Data

8.1 Electronic Data.

8.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

8.2 Transmission of Electronic Data.

8.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

8.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

8.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

8.3 Electronic Data Protocol.

8.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

8.3.2 Electronic Data will be transmitted in the format agreed upon in Section 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

8.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

8.3.4 The transmitting party specifically disclaims all warranties, expressed or implied,

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including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 9

Other Provisions

9.1 Initial Dispute Resolution. The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to the Construction Industry Mediation Rules then in effect. Any claim, dispute, or controversy arising out of or relating to this Agreement or the breach thereof which has not been resolved by mediation shall be submitted to binding arbitration administered by the AAA pursuant to the Construction Industry Arbitration Rules then in effect.

9.2 Confidentiality. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies it as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.

9.3 Assignment. Neither Design-Builder nor Owner shall without the written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

9.5 Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

9.6 Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

9.7 Entire Agreement. This Agreement forms the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement.

9.8 Other Provisions. Other provisions, if any, are as follows:

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Exhibit B: Scope of Services

PENDER COUNTY
FACTORY ROAD DESIGN BUILD PROJECT
McKim & Creed Proposal No. 210872
SCOPE OF SERVICES

PROJECT UNDERSTANDING

The proposed project includes the design of approximately 5,700 LF water main along the following road rights-of-way:

- 2,800 LF of 8-inch water main extension along Factory Road SR 1570 (NCDOT)
- 1,900 LF of 6-inch water main along Broadview Lane SR 1606 (NCDOT)
- 1,000 LF 6-inch water main along Howards Channel Drive (Non-NCDOT/Private)

Primary tasks for this proposal include:

- Design Services
- Permitting Services
- Easement Map Preparation

Our detailed scope of work to provide these services is provided as follows:

TASK 1 – DESIGN PHASE SERVICES

1) Conduct project kick-off meeting with Pender County staff.

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2) Conduct site visit and reconnaissance of proposed water main route based on limited SUE Level B designations. Determine most feasible, economical route for the proposed water mains within the existing rights-of-way of the following routes:

- Factory Road SR 1570 (NCDOT)
- Broadview Lane SR 1606 (NCDOT)
- Howards Channel Drive (Non-NCDOT/Private)

Provide Owner with basic schematic of proposed routes for review and comments. Final routes will be determined based on Owner review and approval.

3) Upon acceptance of proposed routes by Owner, McKim & Creed will conduct limited field surveying and subsurface utility engineering (SUE). This proposal assumes that the water mains will be installed within existing rights of way of the roads and that survey efforts will be limited to the side of the road selected. Survey and SUE efforts will be as follows:

- Survey edge of pavement to right-of-way for the selected side of Factory Road.
- Survey edge of pavement to right-of-way for the selected side of Broadview Lane
- Survey center of gravel road to edge of gravel road for the selected side of Howards Channel Drive.
- Conduct Level B SUE to determine horizontal location of underground utilities.
- Eight (8) Level A SUE vacuum holes to verify critical underground infrastructure.

4) Provide two (2) geotechnical borings as follows on each side of the Twin 48-inch storm drain crossing on Factory Road just south of Lea Drive for evaluating soil conditions for a horizontal directional drill.

5) Conduct wetlands delineations of the proposed route and identify impacts for environmental permitting purposes.

6) Include valves, hydrants, water services, and other appurtenances as required by Pender County standards or as directed by Pender County staff.

7) Prepare and the following for submittal and review by Pender County staff.

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- 30% preliminary plans (note technical specifications not included)
- 60% preliminary plans and basic technical specifications for Guaranteed Maximum Pricing purposes. McKim & Creed proposed to submit the 60% plans and specifications for permitting if approved by Pender County to expedite the project schedule.
- 90% preliminary plans and technical specifications for final review by Pender County staff
- Final plans and specifications for construction.

TASK 2 – PERMITTING PHASE SERVICES

Upon approval of the design by Pender County and execution of the necessary permits, McKim & Creed will prepare and submit the following permits (as applicable) for the project:

- NCDOT – Standard Encroachment Agreement
- NCDEQ – Division of Water Resources Public Water Supply Permit
- NCDEQ Land Quality Section – Erosion and Sedimentation Control Permit.
- NCDEQ Storm Water Management – Storm Water Management
- US Army Corps of Engineers – Nationwide 12 Wetlands Permit
- NCDEQ Division of Water Quality – Wetlands Permit
- US Army Corps of Engineers - Nationwide 58 for ORW and AEC Waters
- CAMA Minor Permit

TASK 3 – EASEMENT MAP PREPARATION (ALLOWANCE)

Based on the proposed route, it is assumed that easements, or temporary easements may be required. Task 3 provides and allowance for easement mapping preparation. If required, easements will be identified and a fee will be developed, which will be paid for under the allowance. This allowance will not be expended without authorization by Pender County.

Note that the following tasks are not included in this scope of work. They will be included as amendment under Phase 2-Construction Phase Services once the Guaranteed Maximum Price has been approved by Pender:

- Construction Administration

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- Construction Observation
- Regulatory Agency Certifications
- Record Drawings & Project Closeout

ANTICIPATED SCHEDULE

Task	Task Duration (Calendar Days)	Cumulative Calendar Days	Anticipated Date (TBD)
Notice to Proceed	0	0	July 12, 2021
30% Design Submittal	45	45	August 26, 2021
60% Design Submittal	26	74	September 24, 2021
Permitting Phase (anticipated)	75	149	December 8, 2021

Note: 90% Design and Final Design will be completed concurrent with the construction phase efforts by the contractor.

END OF DOCUMENT

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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
Pender County Utilities *(Name of Owner)*	State Utility Contractors, Inc. *(Name of Design-Builder)*
_____ *(Signature)*	_____ *(Signature)*
George Brown *(Printed Name)*	Ron Brown *(Printed Name)*
Chairman- Pender Co. Board of Commissioners *(Title)*	President *(Title)*
Date: _____	Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2021.

_____

Meg Blue, Finance Officer

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

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SCORING TABLE - FINAL SCORING TOTALS 6/3/2021

SELECTION OF DESIGN-BUILD FIRM

FACTORY ROAD WATER LINE EXTENSION PROJECT

	Evaluator A	Evaluator B	Evaluator C	Evaluator D	TOTAL SCORE	AVG SCORE	RANK
Garney-Dewberry	108	75	104	99	386	96.5	2
State Utility-McKim & Creed	105	98	96	106	405	101.3	1
T&H-Stroud	108	0	89	37	234	58.5	4
T.A Loving-Wooten	106	87	101	84	378	94.5	3

Evaluation Criteria for Selection of Design-Build Firm

Factory Road Water Line Extension Project

A. Planned approach to the project and understanding of the scope of work, as well as project challenges.
(Score 1-15)

B. Knowledge and experience in water pipeline design and construction, as well as project management and inspection during construction of such projects.
(Score 1-15)

C. Resident firm in North Carolina, per NCGS 143-64.31.a1.
(Score 1-10)

D. Overall professional qualifications of firm and staff, and recent experience demonstrating the technical competence of staff members on similar projects.
(Score 1-15)

E. Accurate response to criteria in the RFQ.
(Score 1 -10)

F. Previous positive experience with PCU and/or Pender County and knowledge of the local area. If never worked with PCU, consider experience in the surrounding counties.
(Score 1-10)

G. Record of having completed projects on time and within budget, and commitment to meet the proposed project schedule.
(Score 1-15)

H. Record of successfully completed projects of similar scope without major legal or technical problems. **(Score 1-15)**

I. State and local regulatory experience, including environmental permitting experience
(Score 1-10)

SCORING TABLE - Anthony Jun-21

SELECTION OF DESIGN-BUILD FIRM

FACTORY ROAD WATER LINE EXTENSION PROJECT

	A	B	C	D	E	F	G	H	I	Total Score	
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)	
Garney-Dewberry	15	15	8	15	10	9	13	15	8	108	1-tie
State Utility-McKim & Creed	15	15	10	15	10	5	12	13	10	105	4
T&H-Stroud	15	15	10	13	9	10	13	14	9	108	1-tie
T.A Loving-Wooten	15	15	8	15	9	8	13	15	8	106	2

SCORING TABLE - Amy Jun-21

SELECTION OF DESIGN-BUILD FIRM

FACTORY ROAD WATER LINE EXTENSION PROJECT

	A (1-15)	B (1-15)	C (1-10)	D (1-15)	E (1-10)	F (1-10)	G (1-15)	H (1-15)	I (1-10)	Total Score (115 Max)	
Garney-Dewberry	8	11	10	8	9	9	10	3	7	75	3
State Utility-McKim & Creed	12	12	10	10	9	10	12	14	9	98	1
T&H-Stroud	0	0	0	0	0	0	0	0	0	0	4*
T.A Loving-Wooten	10	12	10	12	9	10	1	14	9	87	2

*many concerns about this SOQ that kept her from providing a score

SCORING TABLE - James Jun-21

SELECTION OF DESIGN-BUILD FIRM

FACTORY ROAD WATER LINE EXTENSION PROJECT

	A (1-15)	B (1-15)	C (1-10)	D (1-15)	E (1-10)	F (1-10)	G (1-15)	H (1-15)	I (1-10)	Total Score (115 Max)	
Garney-Dewberry	13	13	9	15	10	7	14	14	9	104	1
State Utility-McKim & Creed	12	13	9	13	9	5	13	13	9	96	3
T&H-Stroud	10	14	9	11	8	8	10	10	9	89	4
T.A Loving-Wooten	13	14	9	14	10	8	10	14	9	101	2

JP

SCORING TABLE - Kenny Jun-21

SELECTION OF DESIGN-BUILD FIRM

FACTORY ROAD WATER LINE EXTENSION PROJECT

	A (1-15)	B (1-15)	C (1-10)	D (1-15)	E (1-10)	F (1-10)	G (1-15)	H (1-15)	I (1-10)	Total Score (115 Max)	
Garney-Dewberry	14	12	10	12	8	5	15	13	10	99	2
State Utility-McKim & Creed	15	14	10	13	9	9	14	12	10	106	1
T&H-Stroud	2	5	10	5	3	6	2	2	2	37	4
T.A Loving-Wooten	13	12	10	10	5	10	8	8	8	84	3

KK

RFQ # 210507-125

REQUEST FOR QUALIFICATIONS | DESIGN-BUILD SERVICES

FACTORY ROAD WATER LINE EXTENSION

SUBMITTED TO:

PENDER COUNTY UTILITIES
605 E. Fremont Street, Burgaw, NC 28425
Attention Kenneth Keel, PE | Director

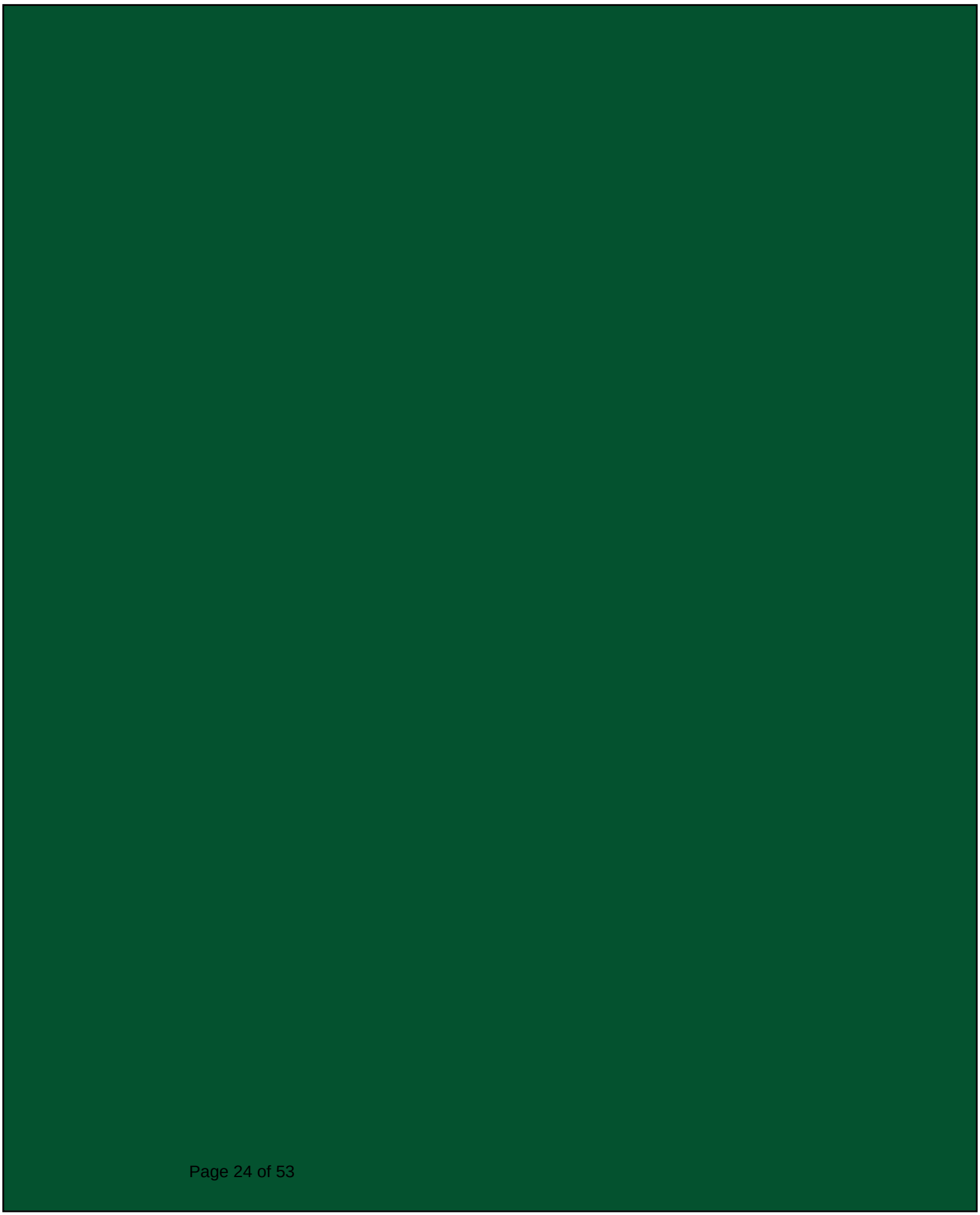




SUBMITTED BY:

STATE UTILITY CONTRACTORS, INC.
143 Platinum Way, Leland, NC 28451
910.383.3799

STATE UTILITY CONTRACTORS | McKIM&CREED ENGINEERS SURVEYORS PLANNERS



STATE UTILITY CONTRACTORS

May 28, 2021 210782

Pender County Utilities
Attention Kenneth Keel, PE, Director | kkeel@pendercountync.gov
605 E. Fremont Street
Burgaw, NC 28425

RE:RFQ # 210507-125 | DESIGN-BUILD SERVICES FACTORY ROAD WATER LINE EXTENSION

Dear Mr. Keel and Members of the Selection Committee:

Our team of State Utility Contractors, Inc. and McKim & Creed, Inc. is pleased to submit the enclosed Statement of Qualifications (SOQ) to Pender County Utilities to provide design-build Services for the Factory Road Water Line Extension project. Our team members have been selected based on their experience with the design and construction of water main projects and, more specifically, previous successful experience working with Pender County and other local utility authorities. State Utility Contractors and McKim & Creed offer a collaborative team of seasoned professionals with hands-on experience gained from successfully designing, constructing, and commissioning multiple water and wastewater projects throughout the Carolinas. Our team has the collective knowledge gained from partnering with clients on complex water and wastewater projects to achieve project cost, schedule, and stakeholder goals, while, often times, staying within and under the projected financial budget.

DESIGN-BUILD KNOWLEDGE / Our team has participated in design-build projects and is familiar with alternative project delivery. State Utility has participated in 15 design-build projects in the last 10 years, and McKim & Creed has provided engineering services for over 45 Design-Build projects in both the municipal and industrial markets. In addition, our firms have completed two design-build projects recently together as a team.

WATER MAIN DESIGN AND CONSTRUCTION EXPERIENCE / The State Utility/McKim & Creed team has extensive experience in the design and construction of water main projects. In the past 10 years, State Utility has completed 56 water main projects totaling over 420,000 LF (80 miles) of water pipeline installed in the Carolinas. A large majority of these projects included the installation of water mains in residential areas where the consideration of the residents and public were our primary concern. This first-hand experience allows our team to quickly generate design concepts and a final design needed to support timely completion while considering the needs and concerns of affected population.

UNRIVALED TEAM / The partnership between State Utility and McKim & Creed spans over 35 years and includes 15 projects worth more than $50 Million, using both traditional design-bid-build, emergency contracts, and alternative delivery methods. Working together, we have developed strong and lasting professional relationships throughout our organizations. Combining both State Utility's and McKim & Creed's extensive local experience, along with McKim & Creed's relationship with Pender County Utilities' staff, our team the capabilities to deliver all aspects of the project while meeting all project objectives. The State Utility/McKim & Creed team has a proven historical track record that proves we can work together as an extension of Pender County's project staff with unparalleled attention to detail, focus on safety, responsiveness, communication, and coordination.

Our team is committed to designing and safely constructing the Factory Road Water Line Extension project to meet your schedule and budget requirements.

Sincerely,
State Utility Contractors, Inc.

Steve H. Brown

Steve Brown, MCM, DBIA
Executive Vice President

STATE UTILITY CONTRACTORS, INC.

FIRM NAME	State Utility Contractors, Inc.
ADDRESS	143 Platinum Way Leland, NC 28451
PHONE	910.383.3799
FAX	704.282.0590
EMAIL	steve@sucontractors.com
WEB ADDRESS	https://sucontractors.com/
CONTACT	Steve Brown, MCM, DBIA; Dustin Wagner, PE
YEAR ESTABLISHED	1985
FORMER FIRM NAME(S)	N/A

MCKIM & CREED, INC.

FIRM NAME	McKim & Creed, Inc.
FORMER FIRM NAME(S)	243 North Front Street Wilmington, NC 28401
PHONE	910.343.1048
FAX	910.251.8282
EMAIL	TBoahn@mckimcreed.com
WEB ADDRESS	https://www.mckimcreed.com/
CONTACT	Tony Boahn, PE
YEAR ESTABLISHED	1978
FORMER FIRM NAME(S)	McKim & Creed Engineers, P.A. McKim & Creed, P.A.

QUALIFICATIONS AND EXPERIENCE OF TEAM PERSONNEL

State Utility Construction selected McKim & Creed based upon demonstrated competence and qualifications in the manner per NCGS 143-64.31.a1.

Team Organizational Chart

KEY
- State Utility Contractors
- McKim & Creed
- Subconsultant

PENDER COUNTY NC

DESIGN-BUILD TEAM MANAGER
Dustin Wagner, PE

DESIGN-BUILD TEAM DIRECTOR
Steve Brown, MCM, DBIA

DESIGN TEAM

- PRINCIPAL-IN-CHARGE: Tony Boahn, PE
- DESIGN MANAGER: Jess Powell, PE
- PROJECT ENGINEER: Sean Kenyon, PE
- PERMITTING: Katie Elliott, EI
- DESIGNER: Paige Vassar
- SUBSURFACE UTILITY ENGINEERING (SUE): Sully Gibbs, PLS, CST
- SURVEY: Davis Jones, PLS, CFS
- CONSTRUCTION ADMINISTRATION: Sean Kenyon, PE
- CONSTRUCTION OBSERVATION: Mason Goslee

CONSTRUCTION TEAM

- SUPERINTENDENT: Corey Shull

SUB CONSULTANT TEAM

- GEOTECHNICAL: Nathan Buffum, PE — *S&ME*
- ENVIRONMENTAL: Corey S .Novak — *Land Management Group*
- DIRECTIONAL DRILL: Justin Sessoms — *Sandy's Hauling & Backhoe Service, Inc.*



DUSTIN WAGNER, PE

Design-Build Team Manager

DUSTIN WAGNER is a professionally licensed engineer and construction professional with over 27 years of experience in the water/wastewater construction industry. He currently serves as vice president and manager of State Utility's Wilmington office where he is responsible for all operations for the eastern NC and SC markets. Over the last 27 years, Mr. Wagner has constructed numerous successful projects throughout the eastern parts of North Carolina and South Carolina including several for CFPUA.

EDUCATION

- B.S, Civil Engineering, North Carolina State University

PROFESSIONAL LICENSURE

- NC Professional Engineer
- NC Utility License
- NC Unlimited/Unclassified

PROJECT EXPERIENCE

- North Topsail Beach Waterline Relocation | ONWASA
- Northeast Interceptor Rehabilitation Phase 2 | CFPUA
- Phase 1A Utility Improvements & Streetscapes | Town of Carolina Beach
- Middleton Pump Station Odor Control Upgrades (Design-Build) | Oak Island



STEVE BROWN, MCM, DBIA

Design-Build Team Director

STEVE BROWN, MCM, DBIA started with State Utility Contractors in August of 1993. Mr. Brown started off by working in the Monroe, North Carolina office as an entry level estimator while also assisting with various projects in the field. Since 2001, Mr. Brown has been working as a senior project manager, managing projects as large as $18 million dollars. In October 2016, Mr. Brown was promoted to the role of pipeline division manager. He is now responsible for the overall estimating, scheduling, purchasing, safety, and management of the field operations for the pipeline division. The pipeline division averages over $35 million in yearly construction volume. He has managed numerous water main projects over his 27 year career.

EDUCATION

- B.S., Construction Management, ECU
- M.C.M., Masters in Construction Management, ECU

PROFESSIONAL LICENSURE

- DBIA Professional
- NC Utility License

PROJECT EXPERIENCE

- U.S. 74 Monroe Expressway Project (Design-Build) | Union County Public Works
- Stevens Creek Water & Sewer Extension (Design-Build) | Charlotte Water
- Duke Municipal Waterlines (Design-Build) | Duke Energy



COREY SHULL

Superintendent

COREY SHULL started with State Utility Contractors in 2015 after graduating from Western Carolina with a Bachelor's Degree in Construction Management. Mr. Shull worked as a Superintendent overseeing one to four crews on multiple projects. His duties include scheduling, purchasing, job safety, and day to day management of crews and project. He has completed several types of projects since being with State Utility, which include, but are not limited to, sewer, sewer replacement, water, water replacement, pump stations, force mains, and other projects.

EDUCATION

- B.S, Construction Management Western Carolina University

PROJECT EXPERIENCE

- Clifton Drive 16-inch Sanitary Sewer Relocation (Design-Build) | Fayetteville Public Works Commission
- Pump Station 10 Force Main Upgrade | CFPUA
- North Topsail Beach Waterline Relocation | ONWASA



TONY BOAHN, PE

Principal-In-Charge

TONY BOAHN, PE has been responsible for all aspects of project management, design, and construction administration of water and wastewater projects. Mr. Boahn has worked on a wide variety of projects including infrastructure master plans, pump stations, sewer force mains, gravity sewer systems, water distribution systems, and water and wastewater treatment plants. Mr. Boahn is well-versed in Design-Build/Alternate Delivery of projects to include traditional Design-Build and Progressive Design-Build. He has been involved in a wide range of projects to include Owner's Design Criteria Professional, Design-Build team General Contractor, and as the Design-Build team professional. Mr. Boahn is an active member of the Design-Build Institute of America (DBIA) and serves as the Design-Build team leader for McKim & Creed's North Carolina operations. He has extensive experience in permitting, bid and award procedures, and construction administration of water and wastewater utility projects throughout North Carolina.

EDUCATION

- B.S., Civil Engineering, North Carolina State University
- A.A.S., Civil Engineering, Sandhills Community College

PROFESSIONAL LICENSURE

- Professional Engineer: NC

PROJECT EXPERIENCE

- Rocky Point Topsail Water District, Phase 1 | Pender County
- Rocky Point Topsail Water District, Phase 3 | Pender County
- Rocky Point Topsail Water District, Phase 5 | Pender County
- Columbus County Water District III Preliminary Engineering Report



JESS POWELL, PE

Design Manager

JESS POWELL, PE is experienced in a variety of engineering services, including preparing bid documents, interpreting and implementing project specifications, executing storm water and sanitary sewer water best practices, providing design services for industrial and municipal water and wastewater systems, employing trenchless pipe repair methods, and working with environmental regulators. Mr. Powell also possesses professional and educational experience in manufacturing and healthcare applications of industrial engineering practices.

EDUCATION

- B.S., Industrial and Systems Engineering, North Carolina State University

PROFESSIONAL LICENSURE

- Professional Engineer: NC
- OSHA 30-hour Safety Training
- Certified CIPP Inspector
- Pipeline Certified Assessment Program (PACP)
- Manhole Certified Assessment Program (MACP)
- Lateral Certified Assessment Program (LACP)

PROJECT EXPERIENCE

- Front Street Water and Sewer Relocation | Flyway Residential LLC, Wilmington, NC
- Pump Station 12 Force Main Replacement/Rehabilitation | Cape Fear Public Utility Authority (CFPUA)
- Monterey Heights Connection | CFPUA
- 54-inch Parallel Raw Water Main Design Services | CFPUA
- Sidbury Road Development | D.R. Horton, New Hanover County, NC



SEAN KENYON, PE

Project Engineer & Construction Administration

SEAN KENYON, PE has been involved with a variety of water and wastewater infrastructure projects including water distribution systems, wastewater collection, pump stations, force mains, and wastewater treatment facilities. His experience includes hydraulic modeling, master planning, report preparation, and assistance with infrastructure design.

EDUCATION

- B.S., Civil Engineering, North Carolina State University

PROFESSIONAL LICENSURE

- Professional Engineer: NC, SC

PROJECT EXPERIENCE

- Gilbert Road Water Main Improvements | Brunswick County
- Sidbury Road Development | D.R. Horton, Inc., Wilmington, NC
- Middleton Road 16-inch Water Main | Brunswick County
- CFPUA 54-inch Parallel Raw Water Main Design Services | CFPUA
- FY 2018/2019 Water Main Replacement | Town of Wrightsville Beach



KATIE ELLIOTT, EI

Permitting

KATIE ELLIOTT, EI has educational experience in environmental engineering and has been involved with bank restoration, pump station design, wastewater collection, water distribution, and force main design projects. Ms. Elliott's contributions at McKim & Creed include a variety of water and wastewater engineering services such as permitting, design support, project area research, report preparation, and hydraulic modeling.

EDUCATION

- B.S., Environmental Engineering, North Carolina State University

PROFESSIONAL LICENSURE

- Engineer Intern: NC

PROJECT EXPERIENCE

- Sidbury Road Development | D.R. Horton, Inc., New Hanover County, NC
- U.S. 421 Raw Water Main Relocation Design | Lower Cape Fear Water & Sewer Authority
- CFPUA 54-inch Parallel Raw Water Main Design Services | CFPUA
- Basin 89, North College Road Force Main Redirect | CFPUA
- Pump Station 12 Force Main Replacement/Rehabilitation | CFPUA



PAIGE VASSAR

Designer

PAIGE VASSAR has 23 years of experience in the design of civil site plans, mechanical drafting and permitting. She is proficient in all releases of AutoCAD, up to and including AutoCAD Civil 3D 2012, as well as Land Development Desktop, and she boasts extensive knowledge of sewer profiling and waterline design. Ms. Vassar's primary responsibilities include creating and compiling maps and documents for permitting as well as streamlining the design process by creating Civil 3D profile styles, pipe run styles, surface styles, label and contour styles for both metric and English units. She is also able to coordinate construction plans and submittals for multiple disciplines and subcontractors as needed.

EDUCATION

- B.A., Environmental Studies, University of North Carolina at Wilmington

PROJECT EXPERIENCE

- Rocky Point Topsail Water District, Phase 1 | Pender County
- Rocky Point Topsail Water District, Phase 3 | Pender County
- Rocky Point Topsail Water District, Phase 5 | Pender County
- Columbus County Water District III Preliminary Engineering Report



SULLY GIBBS, PLS, CST

Subsurface Utility Engineering (SUE)

SULLY GIBBS, PLS, CST has 11 years of experience in SUE, surveying and CAD work. He is responsible for processing field work into finished drawings including research, calculations and legal descriptions. Mr. Gibbs has also served as a member of the Wake Technical Community College Advisory Board for Surveying Technology and Civil Engineering programs. He currently serves as the secretary for the Johnston County Chapter of the North Carolina Society of Surveyors and is the recipient of the North Carolina Society of Surveyors – 2018 Young Surveyor of the Year award.

EDUCATION

- A.A., Civil Engineering and Surveying, Wake Technical Community College

PROFESSIONAL LICENSURE

- Professional Land Surveyor: NC
- Certified Survey Technician Level III Office

PROJECT EXPEREINCE

- Carol Street Water Main Replacement
- Fayetteville Public Works Commission (PWC)
- CFPUA 54-inch Parallel Raw Water Main Design Services | CFPUA
- Water and Sewer Main Replacement | City of Raleigh
- Galvanized Water Main Replacement | Orange Water & Sewer Authority
- PWC Sanitary Sewer Mains and Potable Water Mains to Serve 2005 Annexation Areas | PWC
- Water Main Replacement – Scotsdale Subdivision | PWC



DAVID JONES, PLS, CFS

Design | Principal-In-Charge

DAVID JONES, PLS, CFS has 30 years of experience in the survey profession. He has performed and managed numerous survey projects ranging from one acre sites to thousands of acres all along the eastern seaboard from Vermont to Florida and in the Caribbean. Additionally, Mr. Jones has extensive hands-on field and CAD experience to complement his project management position. In 2012, Mr. Jones took on the role as regional manager for the eastern part of North Carolina and began managing the hydrographic survey division.

PROFESSIONAL LICENSURE

- Professional Land Surveyor: NC, AL, KY, ND
- Certified Floodplain Surveyor: NC
- U.S. Coast Guard Captain's License

PROJECT EXPEREINCE

- Rocky Point Topsail Water District, Phase 1 | Pender County
- Rocky Point Topsail Water District, Phase 3 | Pender County
- Rocky Point Topsail Water District, Phase 5 | Pender County



MASON GOSLEE

Construction Observation

MASON GOSLEE brings extensive experience as a construction inspector. His background includes civil, pipeline, wastewater and water plant construction management/inspection, and he has extensive experience in material testing and placement oversight.

PROJECT EXPEREINCE

- Barnard's Creek Pipe Bursting Evaluation & Design, Wilmington, NC | CFPUA
- 54-inch Parallel Raw Water Main Design Services, Wilmington, NC | CFPUA
- PS9/Water Street Infrastructure, Wilmington, NC | CFPUA
- Northeast Brunswick Regional Wastewater Treatment Plant Expansion, Leland, NC | Brunswick County
- Northeast Wastewater Treatment Plant Expansion, Leland, NC | Brunswick County

SUBCONSULTANT TEAM | Each subconsultant brought on to our team has been specifically hand-picked to work in concert with all other team members. Our combined experience means that we can serve any need Pender County has, smoothly and efficiently.



NATE BUFFUM, PE

Geotechnical

NATE BUFFUM is the office principal and senior project engineer based in S&ME's Wilmington, North Carolina office. Mr. Buffum coordinates Geotechnical, Construction Materials Testing, Environmental, and Special Inspection Services for S&ME's clients in the Cape Fear Area. He is skilled in geotechnical engineering, construction material testing in this area, including; concrete, soil, shallow and deep foundations, ground improvement, pavement construction, building construction, retaining walls, CSX railroad construction, and NCDOT roadway construction.

EDUCATION

- B.S., Civil Engineering, University at Buffalo

PROFESSIONAL LICENSURE

- Professional Engineer NC # 042575
- ICC: Reinforced Concrete
- ICC: Fireproofing
- ACI Certified Concrete Field Testing Technician - Grade 1
- S&ME, Inc. Radiation Safety Operator certified
- Visual Testing: Level II
- 10 Hour OSHA Training

PROJECT EXPERIENCE

- Pender Commerce Park | Pender County Utilities
- Kings Bluff Force Main | Cape Fear Public Utility Authority (CFPUA)
- Edgewater Pump Station | CFPUA
- Pump Station 14 | CFPUA
- Pump Station 10 | CFPUA



COREY S. NOVAK

Environmental

COREY NOVAK is a Professional Wetland Scientist and also received NC WAM (Wetlands Assessment Method) and NC SAM (Stream Assessment Method) Certifications offered through the NC Division of Water Resources. Mr. Novak is responsible for numerous freshwater and coastal wetland delineation projects and stream assessments. He has been the project manager for several large utility projects, including site characterization, agency negotiations, strategic planning, professional presentation of findings, and GIS mapping. He regularly coordinates with U.S. Army Corps of Engineers, NC Division of Water Resources, and NC Division of Coastal Management personnel to obtain confirmation of wetland and stream boundaries. Mr. Novak also assists with Section 404/401 permitting for various government and private projects.

EDUCATION

- M.S., Biology, UNCW
- B.A., Psychology, UNCW

PROFESSIONAL LICENSURE

- Professional Wetland Scientist (No. 2783)
- North Carolina Wetland Assessment Method (NC WAM)
- North Carolina Stream Assessment Method (NC SAM)
- North Carolina State University, Stream Restoration Institute (2006)
- "Taxonomy and Pollution Ecology of Aquatic Insects" class

PROJECT EXPERIENCE

- Pender County Waterlines | Pender County, NC
- Scotts Hill Waterline | Pender County
- Potable Water Supply and Treatment Facilities | Craven County, NC



JUSTIN SESSOMS

Directional Drill

JUSTIN SESSOMS has been actively involved of all of the horizontal directional drill projects for Sandy's Hauling & Backhoe Service. He has performed more than 100,000 linear feet of directional drills, 1-inch to 24-inch in diameter. As a Horizontal Directional Drill Superintendent, Justin Sessoms oversees all aspects of drilling operations. He coordinates with drilling crews to have an understanding of work safety, ground conditions, project layout, and appropriate drill string, drilling fluids, and tooling selection. He also maintains open lines of communication between all parties involved, resulting in the timely and successful completion of projects.

PROFESSIONAL LICENSURE/ CERTIFICATIONS

- Operation and Safety Training Certified – Ditch Witch Drill Rigs
- Operation and Safety Training Certified – Vermeer Drill Rigs
- OSHA Construction Safety and Health Certified
- OSHA Competent Person Certified
- NC Work Zone Safety Flagger Certified
- American Red Cross Adult First Aid/ CPR/AED Certified
- NC Commercial Driver's License – Class A

PROJECT EXPERIENCE

- U.S. 421 Water & Wastewater Utilities | CFPUA
- Old Fayetteville Road Pump Station #10 | Town of Leland
- Water and Wastewater Improvements - Contract 1 | Town of Surf City
- Pump Station 12 Force Main Replacement | CFPUA
- U.S. 17 Regional Pump Station and Force Main | H2GO (Brunswick Co.)

SIMILAR PROJECT EXPERIENCE



DUKE MUNICIPAL WATERLINES

Belmont, NC

STATE UTILITY CONTRACTORS

DESIGN-BUILD PROJECT

Duke Energy was required to provide a permanent replacement water supply to eligible households as a requirement of G.S. 130A-309.211(c1) of House Bill 630 within a half-mile radius of the Allen Plant Steam Station located in Belmont, North Carolina. Duke Energy teamed with AECOM as the design-build lead and State Utility Contractors as a team member to complete this project. House Bill 630 outlined strict schedule requirements that had to be met and the AECOM/State Utility team worked closely together to meet the tight schedule. To meet the requirements of House Bill 630 24,000LF of 8-inch and 4,000 LF of 2-inch waterline was installed in five separate areas surrounding the steam station. Additionally, 13 16-inch bore-and-jacks were installed, along with 40 fire hydrants and over 170 water services to residential homes and businesses.

The project was completed approximately two months ahead of schedule and $426,000 under the estimated project budget.

PROJECT DETAILS

OWNER:
Duke Energy

CONTACT:
Jessica Bedrarcik
704.382.8768
jessica.bedrarcik@duke-energy.com



PHASE 1A UTILITY IMPROVEMENTS & STREETSCAPES

Carolina Beach, NC

STATE UTILITY CONTRACTORS

This project involved a replacement of 5,400 LF of gravity sewer, 11,000 LF of waterline, installation of 6,000 LF of force main, 3,000 LF of storm drainage, and demolition and repaving of 6,000 LF roadway. Streetscape of a main business area of Carolina Beach was completed along with addition of a multipurpose trail.

PROJECT DETAILS

OWNER:
Town of Carolina Beach

CONTACT:
Gil Dubois
910.458.0786
gil.dubois@carolinabeach.org



DESIGN-BUILD SERVICES FOR CLIFTON DRIVE SANITARY SEWER MAIN RELOCATION

Fayetteville, NC

STATE UTILITY CONTRACTORS | McKIM&CREED ENGINEERS SURVEYORS PLANNERS

DESIGN-BUILD PROJECT

This was a Progressive Design-Build project the State Utility Contractors/McKim & Creed team completed for Fayetteville Public Works Commission. This project consisted of the relocation of an existing 16-inch sewer main from the creek bank to the middle of a residential street. This was being done to prevent the possibility of damage to the sewer from stream bank erosion. The project included the installation of 16-inch DIP gravity sewer up to 23 feet deep, 173 LF of 8-inch DIP gravity sewer, installation and relocation of 20 sewer laterals, upgrades to 22 water services, abandonment of the existing 16-inch gravity sewer using flowable fill, and complete re-build of the road pavement structure.

PROJECT DETAILS

OWNER:
Fayetteville Public Works Commission

CONTACT:
Kevin Howell, PE
910.223.4511
kevin.howell@faypwc.com



DUKE ENERGY DESIGN-BUILD

Belmont, NC

STATE UTILITY CONTRACTORS

McKIM&CREED ENGINEERS SURVEYORS PLANNERS

DESIGN-BUILD PROJECT

This was a Progressive Design-Build project for which the State Utility/McKim & Creed team was selected to provide a collaborative delivery of a critical and time-sensitive water main extension. The design phase of the project included collaboration between State Utility, McKim & Creed, Duke Energy, and the Duke's facility/site contractor. Our design-build team also solicited input from Salisbury-Rowan Utilities, who was the eventual owner and operator of the new line. This was a critical project for Duke Energy because the new main extended onto the Buck Plant to serve a new ash plant. For this reason, schedule and constant coordination with other contractors and designers was critical. State Utility installed 400 feet of 8-inch restrained joint waterline and a new master meter to serve the proposed plant. The project also included a cased jack-and-bore under Dukeville Road because there was only one entrance to the plant, and access could not be shut down or restricted due to ongoing construction.

PROJECT DETAILS

OWNER:
Duke Energy

CONTACT:
Leslie Geurin
980.373.2618
leslie.geurin@duke-energy.com



ROCKY POINT TOPSAIL WATER DISTRICT, PHASES 1, 3 AND 5

Pender County, NC

McKIM&CREED ENGINEERS SURVEYORS PLANNERS

Phase 1 of this project involved construction of approximately 369,600 LF of potable water distribution mains, 300,000-gallon elevated storage tank and a water booster pumping station in the Rocky Point area of Pender County. McKim & Creed completed a hydraulic model of the system and assisted with selection of the site for the proposed elevated tank. The project included 600 LF of 12-inch HDPE and 200 LF of 6-inch HDPE; and involved the use of Cybernet for hydraulic modeling.

For phase 3 of this project, McKim & Creed provided final design, permitting, bid/award and construction phase services needed to construct a water distribution system to serve the Hampstead Community and the western Rocky Point Community in Pender County. This project included 400,000 LF of 2-inch through 16-inch water mains, 500,000-gallon elevated tank, 200,000-gallon ground storage tank and two booster pumping stations.

For phase 5 of this project, McKim & Creed performed design, bid/award, and construction administration/inspection services for this water distribution system to serve the southeastern portion of the Rocky Point Topsail Water and Sewer District. Our team prepared a preliminary engineering report, environmental assessment, and assisted with the preparation of a USDA Rural Development application for funding. The project included 250,000 LF of 2-inch through 18-inch water main, 500,000-gallon elevated water tank, and 450 gpm booster pump station. McKim & Creed completed a hydraulic model of the system and assisted with selection of the site for the proposed elevated tank.

PROJECT DETAILS

OWNER:
Pender County

CONTACT:
Chad McEwen
910.259.1200
cmcewen@pendercountync.gov



SCOTTS HILL WATER AND SEWER DISTRICT

Scotts Hill, NC

McKIM&CREED ENGINEERS SURVEYORS PLANNERS

McKim & Creed performed engineering design services for the construction of a water distribution system in the Scotts Hill Water and Sewer District located in the southern area of Pender County and supplied by the Rocky Point Topsail Water & Sewer District. The project entailed approximately 92,000 feet of 2-inch through 12-inch water main including four horizontal directional drills. Project work included hydraulic modeling, design services, a Preliminary Engineering Report, an Environmental Assessment, bid and award, construction administration, and construction observation services. McKim & Creed worked closely with the Scotts Hill Water & Sewer District in the conceptual and design phases to develop a project design that maximized the projected water customer base while minimizing the cost of construction. Additionally, McKim & Creed worked closely with the district and the contractor during construction to identify field adjustments that resulted in significant project savings.

As a result of these efforts, the project was approximately $900,000 under budget.

PROJECT DETAILS

OWNER:
Pender County

CONTACT:
Chad McEwen
910.259.1200
cmcewen@pendercountync.gov

ADDITIONAL STATE UTILITY AND MCKIM & CREED DESIGN-BUILD PROJECT EXPERIENCE

PROJECT NAME	OWNER
Replacement of Bridges for NCDOT Waterline Relocations*	Davidson and Rowan Counties , NC
Middleton Lift Station Odor Control*	Oak Island, NC
U.S. 74 Monroe Expressway – Utilities*	Monroe, NC
Bridge # 81 – Hucks Road*	Charlotte , NC
Patriot Point Infrastructure Phase 1 Lift Stations 1 and 2*	Fort Bragg, NC
Clark Street Water and Sewer Improvements**	Town of Burgaw, NC
Kerr/Alandale Design-Build Manhole Replacement**	Cape Fear Public Utility Authority
Southside WWTP UV Disinfection Improvements**	Cape Fear Public Utility Authority
Aqua Dolphin Bay Pump Station Upgrade**	Aqua North Carolina, Inc.
Aqua Mainsail Pump Station Improvements**	Aqua North Carolina, Inc.
Aqua Wetlands Pump Station Improvements**	Aqua North Carolina, Inc.
Aqua Sugar Pines Pump Station Improvements**	Aqua North Carolina, Inc.
Wilmington Port Tank Design-Build**	City of Wilmington, NC
NC 12 Rodanthe Design-Build project**	HDR Engineering, Inc. of the Carolinas

** State Utility design-build project experience*
***McKim & Creed design-build project experience*

REFERENCES FOR SIMILAR DESIGN-BUILD PROJECTS

We encourage you to contact our references listed below for similar design-build projects.

KEVIN HOWELL, PE
Fayetteville Public Works Commission
Kevin.howell@faypwc.com
910.223.4356

RYAN LEBLANC, PE
Charlotte Water
Ryan.LeBlanc@charlottenc.gov
704.336.1049

MATT BEDFORD, PE
Charlotte Water
Matthew.bedford@charlottenc.gov
704.336.1009

FEE SCHEDULE FOR FIRM'S STAFF AND SERVICES

2021 – 2022 STATE UTILITY RATES	
EMPLOYEE CLASSIFICATION	RATE/HOUR
Project Director	$159
Project Manager	$134
Assistant Project Manager	$123
Chief Estimator	$123
Estimator	$110
Site Superintendent	$110
Scheduler	$96

2021 – 2022 MCKIM & CREED RATES	
EMPLOYEE CLASSIFICATION	RATE/HOUR
Design Project Manager	$165
Project Engineer	$145
Engineer Intern	$133
Designer	$105
SUE Specialist	$141
Project Surveyor	$137
Construction Administrator	$120

PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Pender County, via the Rocky Point Topsail Water and Sewer District, owns and operates an extensive water system in the southeastern portion of the County. The district was constructed in a number of major phases, including Phase 3, which encompasses the project proposed in the Request for Qualifications (RFQ). The primary goal of this project is to extend the 8-inch water main along Factory Road from Lea Drive to Broadview Lane to enable water service to unserved areas. Additionally, a new 6-inch water main will be routed along Broadview Lane and Howard's Channel Drive to provide for hydraulic looping of the system in this area. Pender County has chosen the design-build method to deliver this project in an expedited and cost-effective manner. Our team has completed numerous projects similar in scope and nature to this project, including design-bid-build as well as design-build delivery methods. The State Utility Contractors/McKim & Creed team recently completed the challenging Clifton Drive Design-Build project for the Fayetteville Public Works Commission which involved new water mains and sanitary sewer mains installed within public rights of way and highly developed residential areas. Furthermore, our team has worked together on many projects similar in scope and knows what it takes to complete this project successfully, within budget, and on-time for Pender County.

Over the past 35 years, the State Utility Contractors/ McKim & Creed team have worked together on a number of successful municipal water and wastewater projects.

McKim & Creed was the design engineer for the Rocky Point Topsail Water and Sewer District Phase 3 project and previously completed designs for these water mains in 2005. We recognize that the designs from the original phase 3 project will need to be revised to current conditions; however, it provides us with a head start and detailed knowledge of the area that will allow us to expedite the project design.

Dustin Wagner, PE, will serve as the design-build manager for this project. Mr. Wagner is the regional manager and vice-president for State Utility Contractors in southeastern North Carolina. He has worked in Pender County, New Hanover County, and Brunswick County for over two decades. He will provide oversight of the entire design-build process as well as construction of the proposed pipelines.

Tony Boahn, PE, serves as the regional director and vice-president for McKim & Creed's North Carolina Mid-Atlantic operations including all design-build activities. He will provide contract oversight as well as design QA/QC throughout the project. Mr. Boahn is an active member of the design-build Institute of America, in addition to having over 33 years of design and construction experience with water and wastewater systems in North Carolina.

PROJECT APPROACH

The proposed project presents several unique challenges that must be addressed early in the design-build process. First and foremost, routing of the new water mains will be a crucial first step to evaluate existing utilities and other site features to determine the best route possible, provide proper traffic control, and ultimately deliver water service to new customers. Additionally, Factory Road and Broadview Lane are both NCDOT roads and typically NCDOT requires water mains to be installed 5 feet inside the existing right of way. Howard's Channel Drive is a private, gravel access serving Sidbury MHP and routing will need to consider resident access, landscaping, and restoration of the existing gravel roadway. Additionally, it is likely that several areas will require trenchless installation (horizontal directional drill or bore/jack encasement) such as the twin 48-inch storm drains under Factory Road and at the intersections of Howard's Channel Drive and Broadview Lane. A brief outline of our approach to this project is as follows:

In order for a design-build delivery method to be successful, a project team must understand the situation, analyze all available options and work together to propose the best possible solutions for all project stakeholders.

PHASE 1 | PRELIMINARY EVALUATION AND 60% DESIGN

TASK 1 – ROUTING EVALUATION

The project involves installation of new water mains as follows:

- 8-inch water main extension along Factory Road SR 1570 (NCDOT)
- 6-inch water main along Broadview Lane SR 1606 (NCDOT)
- 6-inch water main along Howard's Channel Drive (Non-NCDOT/ Private)

Each of these roads has unique challenges that must be addressed to determine the most cost-effective route for installation and allow for the hydraulic loop/interconnections for all three roads. Our approach will be to collect all information regarding the following to determine the most advantageous route and provide a recommendation to Pender County staff for each route. The initial routing evaluation will include the following items:

NOTE: **REFERENCE *FIGURE 1, on page 12*, FOR A GRAPHICAL SCHEMATIC OF THE PROJECT AREA AND NOTED SITE FEATURES**

✓ **UNDERGROUND UTILITIES |** Our internal SUE team can conduct preliminary reviews of existing underground utilities to determine potential conflicts for evaluating routing options.

✓ **OVERHEAD POWER LINES |** Overhead power and poles exist at various locations along the routes. Given the NCDOT requirement of 5 feet inside the right of way, overhead power is often a challenge for construction. We have had success negotiating a variance with DOT for the 5-foot requirement on past utility projects when other utilities are present.

✓ **WETLANDS |** Our team includes **Land Management Group** to assist with all environmental permitting for the project. Based on review of the site, wetlands are present on the northeast right of way of Factory Road. The southwest right of way of Factory, as well as Howard's Channel and Broadview Lane, do not have wetlands that would be impacted by the routing.

✓ **48-INCH TWIN STORM DRAIN CROSSING AT FACTORY ROAD |** This is a large storm drain with concrete headwalls and rip-rap in the ditch lines. We recommend the new water main be installed via horizontal directional drill to eliminate wetlands impacts and expedite the permitting process. Our team includes **S&ME** for geotechnical investigations which will be collected for design and construction of all trenchless installations.

✓ **INTEGRA WASTEWATER PUMP STATION |** Integra owns a wastewater pump station just south of the Howard's Channel Drive intersection on the southwest side of Factory Road. It will be important to identify the route of the force main associated with this pump station and ensure that proper NCDEQ separations are maintained with the new water main.

✓ **LARGE TREES |** There are several large, mature trees that are within the right of way of all three roads. We recommend consultation with NCDOT early in the process to request approval to route the new water main as necessary to avoid damage or removal of these trees. It may be prudent to consider isolated directional drills in the vicinity of these trees to minimize impacts to tree health and avoid excavation within the drip lines.

✓ **LANDSCAPING & BERMS |** Salter's Haven has a significant berm that runs parallel to the Factory Road right of way. If NCDOT requires the main to be 5 feet inside the right of way, the toe of the berm and associated landscaping could be impacted. We would recommend early consultation with NCDOT to request a route that would eliminate impacts to the berm and the associated landscaping. Additionally, it may be prudent to consider sod versus reseeding in areas adjacent to the Salter's Haven development to match existing grasses.

✓ **SALTER'S HAVEN ENTRANCE |** If the route of the water main is chosen for the southwest right of way of Factory Road, it is recommended that the new main be installed via directional drill under the primary entrance. This will eliminate impacts to the landscaping and site features, reducing costs and time for the project.

✓ **DRIVEWAY CROSSINGS |** If soil conditions permit, a directional drill at residential driveway crossings may provide a more cost-effective installation in lieu of open cut. A secondary advantage of this option is minimizing impacts to residents.

✓ **MISCELLANEOUS SITE FEATURES |** All three roads have miscellaneous site features that need to be considered, including concrete driveways, decorative headwalls, large trees, and landscaping. We will evaluate all three roads incorporating the various challenges associated with installation in these areas. We also recognize the importance of maintaining good relations with residents and will work to minimize impacts to the extent possible.

✓ **WATER SERVICE LOCATIONS |** Depending on final routing, we will work with the County to identify where individual water services should be installed. NCDOT will require services to be installed via trenchless methods for opposite side services.

✓ **SIDBURY MHP |** We understand that the park is served by a community well and that a stub-out for a new future master meter will be planned for this system. Additionally, our team can evaluate small diameter stub-outs at the four individual roads (Lilac, Petunia, Poppy, Lotus) for future connection if desired by Pender County.

✓ **FACTORY/HOWARD'S CHANNEL & FACTORY BROADVIEW INTERSECTIONS** | Crossing of the roads at these intersections will require NCDOT approval via encroachment. It is likely that a trenchless installation will be required at each as well as temporary easements for staging. Our team will evaluate the cost-effectiveness of a directional drill versus a standard bore/jack encasement installation and provide recommendations to Pender County.

✓ **TEMPORARY EASEMENTS |** Our team includes in-house surveying that can provide easement mapping and exhibits as necessary to construct the work. We will identify easement needs early in the project and work with Pender County to obtain easements as required for construction.

✓ **HOWARD'S CHANNEL ROAD RIGHT OF WAY |** Howard's Channel Road is deemed a "private road" according to Pender County GIS and the associated mobile home park is owned by Alfred Sidbury, Trustee. It will be key to determine true ownership of this road prior to design and evaluate the need for an easement should the road not be considered a public-type access.

Upon evaluation of the route and site features, our team will provide Pender County with a proposed routing alternatives preliminary map and advantages/disadvantages of each route. The proposed routes will be provided with locations of trenchless installations, potential easements, and permitting requirements. We will provide our recommendation, gather input from the County, and then finalize the route based on the collaborative team approach that is integral to the design-build process.

Upon concurrence of the County of the proposed route, our team will proceed with the 30% and 60% designs for development of a Guaranteed Maximum Price (GMP) for the project.

ROUTING ALTERNATIVES | As noted under the project understanding and approach sections, an evaluation of routes would be conducted to determine the most cost-effective location for the proposed water mains within the existing rights of way. The numbers listed below in Figure 1 correspond to the photographs that follow and provide insight to specific areas of concern that will impact the location and installation methods for the proposed mains:

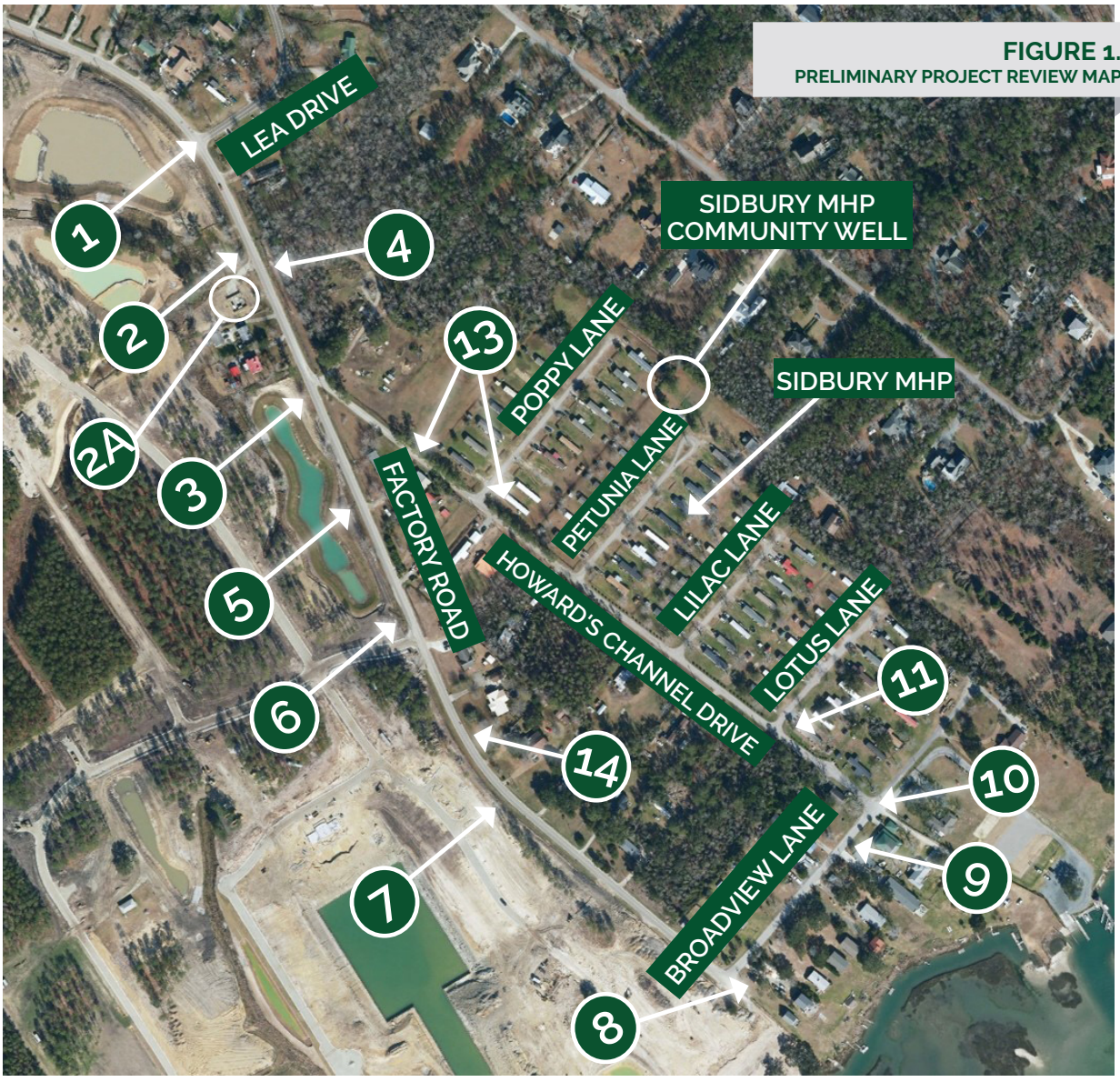


FIGURE 1.
PRELIMINARY PROJECT REVIEW MAP

1



An 8-inch valve and plug exists at the intersection at of Factory Road and Lea Drive.

COMMENT: This will allow for connection to the existing system with no downtime or loss of service to existing customers. A NCDOT encroachment will be required for installation of a new main in the right of way of Factory Road.

2A **Salter's Haven Wastewater Pump Station (Integra)**

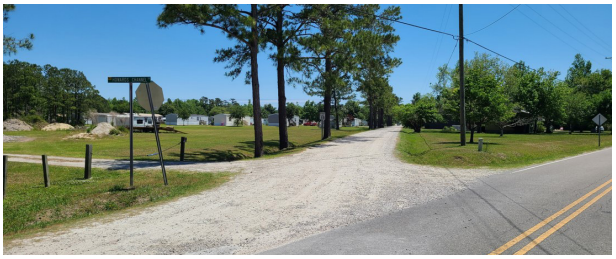
COMMENT: This pump station is located adjacent to Factory Road. We will contact Integra and determine where the force main for this station is located. If it exists in the Factory Road right of way, we will address this as part of the routing alternatives and will need to ensure that NCDEQ separations are maintained at all times between the force main and water main.

2 **A major consideration for this project will involve installation of the new water main under this major drainage way. Twin 48-inch storm drains with headwalls are installed under Factory road at this location**



COMMENT: If the pipeline is routed on the southwest right of way of Factory Road, we recommend a horizontal directional drill at this location to minimize impacts to the crossing and to expedite permitting via the U.S. Army Corps of Engineers for wetlands impacts. Compared to the northeast right of way, this route minimizes impacts to wetlands and overhead power, although the berm adjacent to Salter's Haven development may be impacted during construction.

3 **Howard Channel Drive: A new water main will need to be installed at the intersection with Factory Road**



COMMENT: We recommend evaluating of a typical bore-and-jack encasement installation and a horizontal directional drill to determine the most cost-effective method. It is possible that temporary construction easements may be required for installation of the drill at this location.

4 **Twin 48-inch storm drain on the northeast side of Factory Road**



COMMENT: Similar to Item 2, routing the new water main on the northeast right of way of Factory Road will require a horizontal directional drill under the twin 48-inch storm pipes to minimize impacts and expedite wetlands permitting. It is noted that wetlands and overhead power exist in the northeast right of way of Factory Road. These would present additional challenges for construction and permitting that would be minimized with the installation on the southwest right of way of Factory Road.

5&6 **Salter's Haven Berm & Storm Drain Along Factory Road Southwest Right of Way**



COMMENT: Routing along this portion of Factory Road would likely require a horizontal directional drill at the entrance to Salter's Haven. This would eliminate impacts to the entrance and existing storm drain in this area. Note that the berm along this route may also be impacted as it appears to be near the NCDOT right of way. It may be prudent to plan for resodding this area to match the grass that is currently in place. As an alternative, the line could be shifted to the northeast side of Factory Road; however, that would create additional road crossings, adding to cost, and complexity of permitting and construction.

7 **Southern end of Factory Road**



COMMENT: The berm at Salter's Haven continues southward along Factory Road. It appears that the berm is at or near the NCDOT right of way and could be temporarily impacted during construction. It may be prudent to plan for resodding this area to match the grass that is currently in place.

8 Factory Road stub-out



COMMENT: The existing stub-out will need to be tied in at the intersection of Factory Road and Broadview. Both roads are owned by NCDOT and will require an encroachment. Based on available space for construction, a horizontal directional drill or bore-and-jack encasement will be evaluated in this location. Temporary easements may be required for installation of the bore in this area.

9 Broadview Lane



COMMENT: Broadview Lane has large trees and several decorative driveways. Routing of the main and approval through NCDOT for placement will be key to a cost-effective solution for this road. Given that widening of the road is highly unlikely, we recommend working with NCDOT to install the main closer to the edge of pavement to minimize impacts to homes and the mature trees in the area.

10 Howard's Channel Drive intersection at Broadview Lane



COMMENT: Howard's Channel Drive is a gravel, non-DOT road and provides primary access to the Sidbury MHP. Per Pender County GIS, Howard's Channel Drive is listed as a private road and Sidbury MHP is owned by Alfred Sidbury, Trustee. The County may need to acquire an easement for installation of this road from the MHP if it is not deeded as a public right of way.

11 & 13 Howard's Channel Drive Road and landscaping



COMMENT: Routing of the proposed main along Howard's Channel Drive should be installed to minimize impact to landscaping and trees. The gravel road is in excellent shape and it will be important to restore the road to its original condition post-construction. Maintaining access to residents will also be a key component of this project.

12 Sidbury MHP community well



COMMENT: It appears that the Sidbury MHP is served by a community well. We recommend a strategic stub-out and valve for a bulk-customer, master meter connection to serve the MHP in the event the County may do so in the future. An alternative may be individual stub-outs along Lilac, Petunia, Poppy, and Lotus Lanes in the event individual services would be needed in the future.

14 Factory Road Northeast R/W and Overhead Power



COMMENT: The northeast right of way of Factory Road may be challenging due to overhead powerlines and wetlands along the NCDOT right of way. As NCDOT typically requires new utilities be installed within 5 feet of the right of way, negotiating the route around power poles could be challenging. Additionally, the northeast right of way has several deep ditch lines and wetlands that would present additional construction and permitting challenges through NCDOT and the U.S. Army Corps of Engineers.

TASK 2 - DESIGN PHASE

Design of this project will involve incorporating detailed information regarding constraints, utilities, and site features identified in Task 1. We will provide detailed survey for the selected routes, including SUE, geotechnical at trenchless crossings, and wetlands delineations. Our team will provide a 30% preliminary design to include plan and profile, locations of valves and fire hydrants, and miscellaneous fittings based on the proposed design route. Comments received by Pender County staff will be incorporated as part of 60% design phase and development of the GMP.

As part of Phase I, 60% design documents will be developed for review and approval by Pender County. The GMP for construction on of the proposed project will be provided to the County in order to initiate development of the construction contract (Phase 2). By keeping close communication and coordination with Pender County during development of the GPM, we are confident from past experience that we can provide the County with sufficient information and comfort level to approve the concept while minimizing time required for multiple reviews and design development (30%, 60%, 90%, etc.). Following approval of the design concept, our team will complete the remaining design effort sufficient to plan and construct the project.

> **Utilizing McKim & Creed's extensive in-house services and knowledge of water main design, complemented by State Utility's intimate knowledge and vast experience in water main construction, will result in a planning and design phase which is effectively planned, efficiently executed, and provides for a seamless transition to the construction phase.**

The construction phase will be led by State Utility Contractors, with support from McKim & Creed and input from Pender County Utilities. The construction phase will be led by design-build manager, Dustin Wagner and superintendent Corey Shull. Quality control engineering assistance and coordination with design documents will be provided by Jess Powell, PE, of McKim & Creed.

Preconstruction and procurement activities will begin prior to completion of the planning and design phase, and allow for actual construction to begin immediately upon authorization from Pender County. We will engage our suppliers early in the process to offset the extremely volatile material market. Conducting preconstruction and procurement activities during the design phase will make available the equipment, materials, and labor forces needed to execute the design as efficiently as possible.

Once authorized to proceed with construction, State Utility Contractors will mobilize resources to the project site. State Utility Contractors uses dedicated, in-house haulers and staff to mobilize equipment/materials to the project site. We also own and maintain a large equipment fleet, including dump trucks, loaders, excavators, and many other types of equipment associated with water and sewer construction. Furthermore, our outstanding relationships with local material suppliers help with coordination and delivery to comply with the project schedule.

Our team understands the challenges associated with construction of water mains in congested areas. The design of the project will ultimately drive the construction procedures; subsequently, our team will develop a construction process for the specific design to provide Pender County with the following benefits:

- Minimize utility conflicts and impacts
- Minimize inconvenience and impacts to residents
- Expedite construction without sacrificing quality
- Cost-effective solutions
- Meet with homeowners to communicate project impacts and schedule.
- Coordinate with NCDOT representatives for work in NCDOT rights of way.
- Provide traffic control for residents to access their homes during construction.
- Provide fire department access and mail delivery during construction.
- Provide for a complete and operational water main system.
- Final restoration of the project area to include grading, paving, landscaping, traffic markings, signage, etc.

POSITIVE EXPERIENCES WITH PENDER COUNTY KNOWLEDGE OF LOCAL AREA

State Utility Contractors has had an office in Leland, North Carolina for 25 years, with crews working in the Southeast since 1983. Our team understands the challenges that can be encountered while working in the eastern North Carolina counties.

State Utility Contractor's have completed work in Pender County as well as the surrounding Counties. Having been in the area for over three decades, our firm has a dedicated local team that knows the area, local jurisdictions, and construction challenges in southeast North Carolina. Below is sample of projects that our firm has completed in the local area.

- Surf City Highway 50 Force Main
- Surf City 16-inch Water Main To Lowe's
- Highway 210 Force Main
- Mimosa Bay Phase 5 Sewer
- Surf City Mainland Pump Station
- North Topsail Water Main Replacement

McKim & Creed has been in the local area since 1978, with four decades of experience providing design services for clients in southeastern North Carolina. McKim & Creed's relationship with Pender County has spanned over three decades with numerous successful large and small projects. The County has always been a valued and top-tier client for our firm and we are proud of the integral role we have played in the development of the overall County utility systems. Below are samples of projects completed by McKim & Creed for Pender County:

- Hampstead/Scotts Hill Well Improvements
- Rocky Point Topsail Water & Sewer District 1
- Rocky Point Topsail Water & Sewer District 3
- Rocky Point Topsail Water & Sewer District 4
- Rocky Point Topsail Water & Sewer District 5
- Scotts Hill Water & Sewer District
- Melinda K. Knoerzer Adaptive Ecosystem WWTP
- Pender Commerce Industrial Park Master Plan & Design
- NC 133 & NC 210 Wastewater System Improvements
- Pender County Wastewater Master Plan
- Pender County Water Master Plan

Simply put, the State Utility/McKim & Creed team offers the best blend of local, intimate knowledge with the County system and extensive expertise in the design and construction of utility systems in southeastern North Carolina. We believe our relationships and successful projects have been a true positive for Pender County as well as other clients in our local area.

RECORD OF COMPLETING ON TIME, AND WITHIN BUDGET, AND COMMITMENT TO THE PROJECT SCHEDULE

Our team's approach to maintain the project schedule will include identifying critical path elements and proactively planning to accomplish those elements early in the process. Preliminary review of the project indicates the following are major project components that will potentially drive the overall schedule:

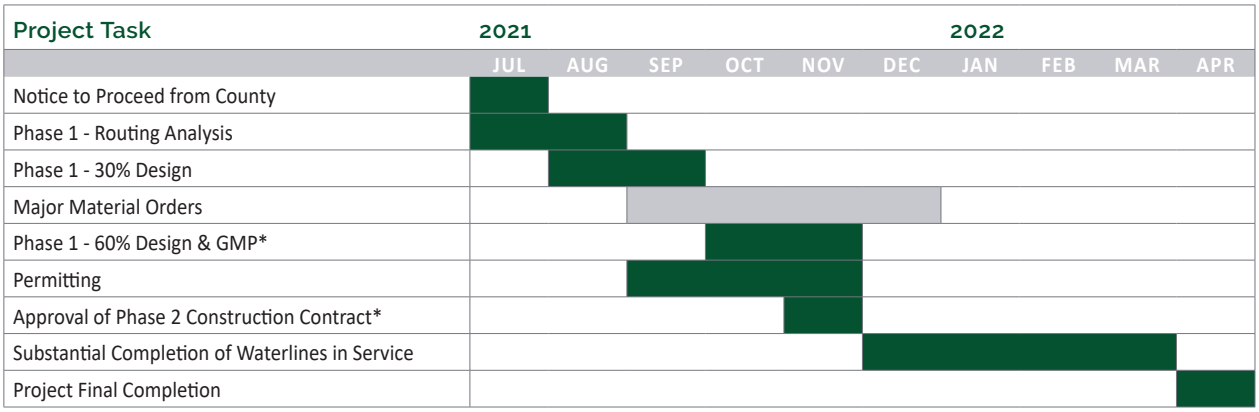
- ✓Utilize RPTWSD Phase 3 Design as initial data point
- ✓Initial consultation with NCDOT regarding encroachment requirements
- ✓Early submittal of the NCDOT Encroachment Agreement for review
- ✓Routing analysis and evaluation of existing utilities and site features
- ✓Delineation of wetlands delineation for permitting
- ✓Early discussions with CAMA for permitting
- ✓Consultation with the US Army Corps of Engineers for NW Permit 58 - ICW Outstanding Resource Water (ORW) an Area of Environmental Concern (AEC)
- ✓Conduct preliminary SUE and survey to identify underground utilities
- ✓Developing 30% preliminary plans and routing
- ✓60% GMP preparation

Our team is 100% committed to expediting the schedule presented in the RFQ and will work diligently on behalf of the County to ensure this project is completed as fast as possible.

POTENTIAL SCHEDULE ACCELERATOR

In review of the schedule proposed, and coupled with current market conditions, we believe a major factor in the schedule will be timeline for materials. The COVID pandemic has created extended lead times for materials such as PVC pipe and basic valves and fittings. Current lead times on ordering and receiving pipe can be up to 16 weeks. As an alternative to extending the project schedule, we recommend consideration of ordering primary materials at the 30% stage of the project. At this point in design, we will have a detailed understanding of the overall materials required and can accelerate material delivery by placing an order at this point. This will allow us to finalize the 60% GMP and proceed with the permitting process concurrent with the long-lead items for materials.

Proposed Schedule



** Note: these tasks are dependent upon timelines for approval by the Pender County Board of Commissioners. Our team will work to modify the schedule to provide all necessary forms and proposals to best fit the Board's agenda requirements and meeting schedule.*

RECORD OF ON-TIME AND ON BUDGET

The State Utility Contractors/McKim & Creed team is committed to deliver this project efficiently, effectively, on-time and on-budget. A true value in the Design-Build process is the ability to identify challenges and risks early, thereby, reducing unforeseen costs and schedule impacts. Below are representative projects that demonstrate our ability to complete projects on-time and within budget.

PROJECT	BID COST	FINAL COST	DIFFERENCE	CONTRACTED SCHEDULE (DAYS)	FINAL SCHEDULE	DIFFERENCE
CFPUA Monterey Heights 16-inch Water Main	$489,579	$489,579	$-	165	135	-30
Brunswick County Gilbert Road 16-inch Water Main	$928,806	$906,544	$(22,262)	120	135	15
Brunswick County Middleton Road 16-inch Water Main	$993,070	$852,237	$(140,833)	120	127	7
Burgaw Clark Street Water and Sewer Improvements	$156,000	$160,000	$4,000	195	180	-15
Pump Station 12 20-inch Force Main	$1,636,712	$1,524,715	$(111,997)	360	360	0
ONWASA Highway 53 12-inch Water Main Extension	$2,379,625	$2,126,288	$(253,337)	210	210	0
CFPUA Pump Station 10 36-inch Force Main	$3,247,840	$3,187,387	$(60,453)	403	378	-25
North Topsail Water Main Extension	$799,095	$793,863	$(5,232)	365	177	-188
CFPUA Nano to Market Waterline	$820,780	$767,767	$(53,013)	210	190	-20
CoW Red Cross Brick Street Rehabilitation	$1,163,699	$727,310	$(436,389)	180	169	-11

STATE & REGULATORY EXPERIENCE

McKim & Creed has 43 years of regulatory experience in North Carolina including both state and local permitting experience. Additionally, our team has a wealth of experience in obtaining federal permits such as wetlands, U.S. Fish & Wildlife approvals, etc. We have developed and maintain excellent working relationships with all local, state, and federal regulatory agencies in North Carolina, which aids our clients by expediting the permit review process when such approvals are needed during the course of a project. McKim & Creed will diligently and aggressively work to secure the necessary permits on behalf of the Pender County for this project. Based on the project scope we anticipate the following permits:

- ✓NCDEQ – Public Water Supply Permit
- ✓NCDEQ Land Quality Section – Erosion and Sedimentation Control permit
- ✓NCDEQ Storm Water Management – Storm Water Management permit (exemption)
- ✓U.S. Army Corps of Engineers – Wetlands Permit
- ✓NCDEQ Division of Water Quality – Wetlands Permit
- ✓CAMA General Permit

In addition to these permits, it is noted that portions of the project (primarily Broadview Lane) fall within the 575 foot boundary of the Intracoastal Waterway (ICW). This is designated as Outstanding Resource Waters (ORW) and an Area of Environmental Concern (AEC). In addition to the CAMA permit, a Nationwide 58 Permit will be required from the US Army Corps of Engineers. Land Management Group will lead all environmental permitting efforts to include wetlands, CAMA, and the ORW approvals as noted.

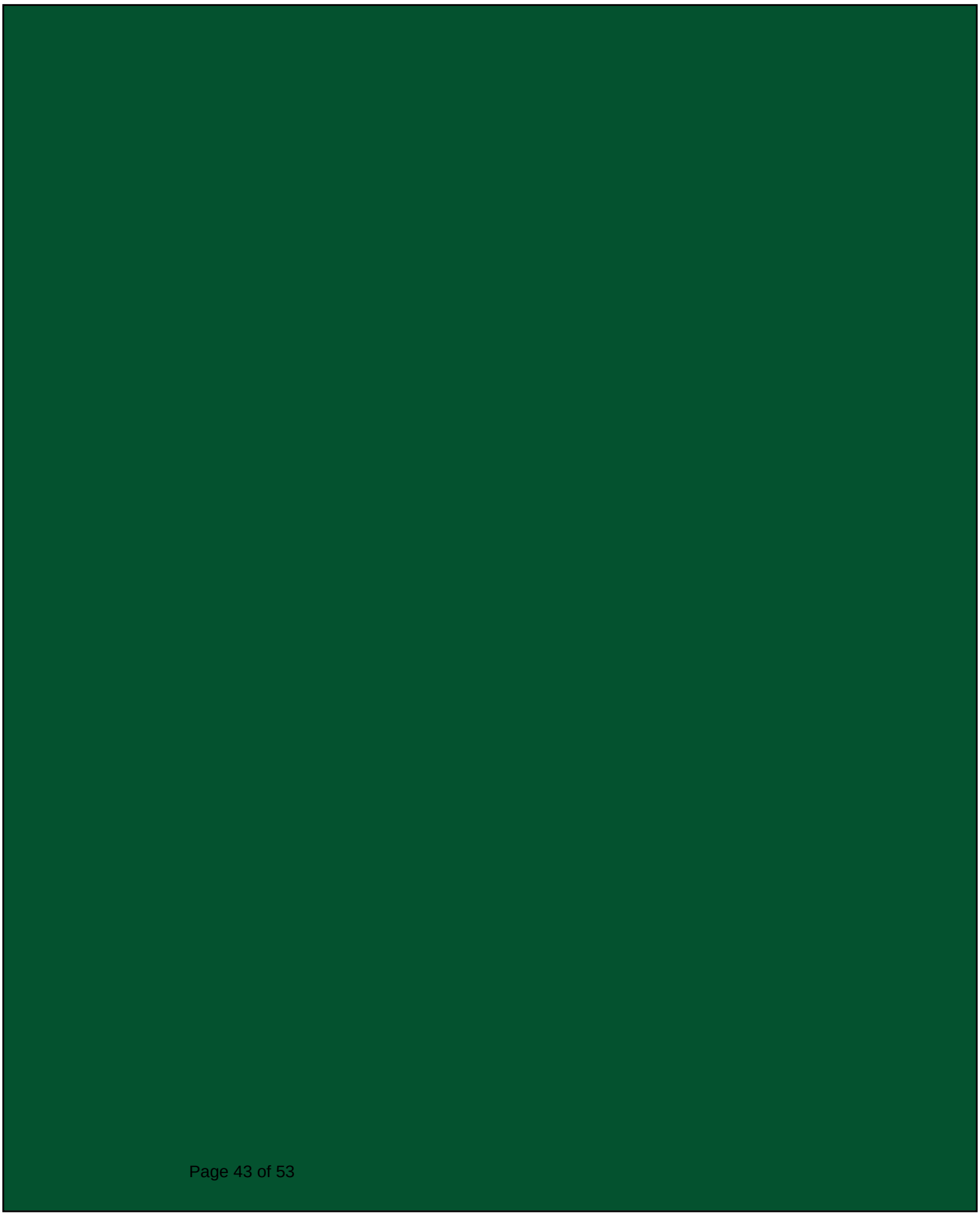
McKim & Creed has designed and permitted over 10 million feet of pipelines in eastern North Carolina, including water mains, force mains, and gravity sewers. The following table provides representative examples of permitting completed by McKim & Creed specifically for water main projects in eastern North Carolina.

PERMIT PROJECT EXPERIENCE

PROJECT	DEQ PUBLIC WATER SUPPLY	NCDOT ENCROACH-MENT	DEQ EROSION CONTROL	DEQ STORMWATER MANAGEMENT	WETLANDS (COE & DWQ)	CAMA	ICW NW PERMIT ORW/AEC
CFPUA Monterey Heights 16-inch Water Main	✓	✓	✓	✓	✓		
Pender County Hampstead/Scotts Hill Production Wells	✓	✓					
Sidbury Road Offsite Utilities	✓	✓	✓	✓	✓	✓	
CFPUA Well 46 And Well 47 Improvements	✓	✓	✓	✓	✓		
Brunswick County Gilbert Road 16-inch Water Main	✓	✓	✓	✓	✓		
Brunswick County Middleton Road 16-inch Water Main	✓	✓	✓	✓	✓		
CFPUA 54-inch Raw Water Main	✓	✓	✓	✓	✓	✓	✓
Burgaw Clark Street Water and Sewer Improvements	✓	✓	✓	✓	✓		
CFPUA Front Street 16-inch Water Main	✓	✓	✓	✓	✓		
Rocky Point Topsail Water District Phase 1	✓	✓	✓	✓	✓	✓	✓
Rocky Point Topsail Water District Phase 3	✓	✓	✓	✓	✓	✓	✓
Rocky Point Topsail Water District Phase 5	✓	✓	✓	✓	✓	✓	✓
Scotts Hill Water District	✓	✓	✓	✓	✓	✓	✓
Columbus County Water District Phase 3	✓	✓	✓	✓	✓	✓	✓
ONWASA Highway 53 12-inch Water Main Extension	✓	✓	✓	✓	✓	✓	✓

As noted above, this project will require a US Army Corps of Engineers NW Permit 58 for approval working on ICW ORW/AEC setbacks. **Land Management Group** will provide all environmental permitting services for this project including the NW 58 permitting. Below is a list of projects that **Land Management Group** has completed that include environmental permitting similar to this project:

- ✓Northeast Brunswick Regional Wastewater System Force Main Improvements
- ✓Crosstown Feeder Under Burnt Mill Creek | New Hanover County, NC
- ✓Highway 74/76 Transmission Water Main | Brunswick County, NC
- ✓Waterline HDD Interconnects Phase II | Onslow County, NC
- ✓TWSP 7 Sewer Force Main Improvements | Craven County, NC
- ✓Northside Wastewater Treatment Plant | New Hanover County, NC
- ✓Gilbert Road Waterline | Brunswick County, NC
- ✓Regional Pump Station | Town of Leland, NC



SUBMITTED BY:
STATE UTILITY CONTRACTORS, INC.
143 Platinum Way, Leland, NC 28451
910.383.3799

REQUEST FOR QUALIFICATIONS

DESIGN-BUILD SERVICES

FACTORY ROAD WATER LINE EXTENSION

For Pender County Utilities - Burgaw, NC

RFQ # 210507-125
Date of Issue: May 7, 2021
Statements of Qualifications Due: May 28, 2021
Time: 3:00 PM (EST)

Issued for:

PENDER COUNTY UTILITIES
Kenneth Keel, PE, Director
605 E. Fremont Street
P.O. Box 995
Burgaw, NC 28425
Phone - 910.259.1570
Fax - 910.259.1579
Email – kkeel@pendercountync.gov

Issued By:

Trisha Newton, Purchasing Agent
Pender County Finance ◆ 805 S. Walker St. #1578 ◆ Burgaw, NC 28425
Phone: 910.259.1281 ◆ Email: tnewton@pendercountync.gov

REQUEST FOR QUALIFICATIONS (RFQ)
DESIGN-BUILD SERVICES

FACTORY ROAD WATER LINE EXTENSION

For PENDER COUNTY UTILITIES
Burgaw, NC
May 7, 2021

GENERAL

Pender County Utilities (PCU) is seeking Statements of Qualifications (SOQ) from design-build firms/teams experienced with water line design and construction. The firm/team will provide complete design, permitting, construction, construction administration/observation, and record drawings of a proposed 8" and 6" water line extension along and in the vicinity of Factory Road in Hampstead in Eastern Pender County.

SUBMISSION OF SOQ

Firms are invited to submit a SOQ to PCU by no later than **3:00 PM on May 28, 2021**. Submittals received after this deadline will not be considered. Firms shall submit an electronic document in .pdf format referencing RFQ # 210507-125.

SOQ's shall be limited to **20 pages or less,** excluding cover page and tabs.

A reply will be sent to the email address submitting the statement of qualifications to confirm receipt. It is the submitting firm's responsibility to confirm that PCU has received the statement of qualifications via email. If email reply is not received, please call 910-259-0212 before deadline for submission.

Submitted information shall comply with NCGS 143-64.31 through 64.34 (aka Mini Brooks Act).

Firms submitting Qualifications are encouraged to carefully check for conformance to the requirements stated herein. Qualifications that do not meet all of the noted requirements or are sent to any address other than that noted, will be disqualified. No exception will be granted.

Any questions concerning this RFQ should be directed to Kenny Keel, Director, Pender County Utilities, at kkeel@pendercountync.gov or (910) 259-0212 no later than the date noted in the schedule. Questions will be answered in the form of an Addendum by the scheduled date.

Statements of Qualifications shall be submitted to:

Kenny Keel, Director
Pender County Utilities
kkeel@pendercountync.gov

BACKGROUND & SCOPE OF WORK

Pender County Utilities desires to extend its existing 8" water line on Factory Road to enable water service to areas not currently served. Additional water line installation is desired along Howards Channel Drive and Broadview Lane, to create a loop of the water system.

The project scope of work generally includes, but is not limited to the following primary tasks:

- Completion of partial (60%) design documents.
- Review of 60% design documents with the Owner
- Obtain all necessary permits and regulatory reviews and approvals necessary for completion of the project, included those required prior to construction commencement, during construction, startup/commencement, and construction closeout.
- This project will include:
    - Construction of new 8" water main along Factory Road from existing 8" main end at Lea Drive to existing 8" stub-out at intersection of Factory Road and Broadview Lane.
    - Construct new 6" water main along northeast shoulder of Howards Channel Drive to Broadview Lane.
    - Construct new 6" water main along Broadview Lane from Factory Road to Howards Channel Drive.
    - Comply with NCDEQ requirements and Pender County Utilities specifications and details (available at https://www.pendercountync.gov/utl/documents-base/page/2/). In addition:
        - Install fire hydrants a minimum of every 1,000 feet of water main installed, with mainline valve and hydrant leg valve at each hydrant.
        - Two valves installed at each tee.
        - C-900 PVC or DIP water mains.
- After being selected, the Design Builder will execute a contract with PCU to provide 60% design services, followed by a contract addendum for final design and construction services of the Project including:
    - Project management and administration through project leadership and overall team coordination
    - Interdisciplinary coordination
    - Review of codes and standards
    - Identify opportunities for economy and offer cost savings suggestions and best value recommendations
    - Project planning and scheduling
    - Constructability review
    - Coordination of contract documents
    - Construction

- Construction administration & observation
- Return of affected areas to pre-construction quality upon project completion
- Provision of accurate record drawings to PCU Provide record documents and drawings
- Close-out and fulfillment of all project permit requirements

The Design Builder will assume the risk of delivering the project and will be responsible for construction means and methods.

EVALUATION

Firms submitting Qualifications to perform the work noted will be evaluated based upon the firm's experience, personnel knowledge & experience with similar projects, references, accurate response to criteria in the RFQ, and other criteria. Firms must demonstrate their level of competence and qualification to complete the services noted in the scope of work.

Sub-consultants to be utilized for engineering design, construction, geotechnical, and/or other relevant work must be listed in the Statement of Qualifications.

Criteria that may be used to select an engineer includes the following:

1. Planned approach to the project and understanding of the scope of work, as well as project challenges.
2. Knowledge and experience in water pipeline design and construction, as well as project management and inspection during construction of such projects.
3. Resident firm in North Carolina, per NCGS 143-64.31.a1.
4. Overall professional qualifications of firm and staff, and recent experience demonstrating the technical competence of staff members on similar projects.
5. Accurate response to criteria in the RFQ.
6. Previous positive experience with PCU and/or Pender County and knowledge of the local area. If never worked with PCU, experience in the surrounding counties to be considered.
7. Record of having completed projects on time and within budget, and commitment to meet the proposed project schedule.
8. Record of successfully completed projects of similar scope without major legal or technical problems.
9. State and local regulatory experience, including environmental permitting experience.

SCHEDULE

Item	Task	Anticipated Date
1	Advertise Design Build RFQ for Design Build Teams	May 7, 2021
2	Questions about this RFQ submitted by 10am	May 21, 2021
3	Addendum with Answers issued	May 25, 2021
4	Receive Design Build SOQ's for Design Build Teams by 3pm	May 28, 2021
5	Design Build Firm Selection & Notification	June 8, 2021
6	D-B Team to Execute Preliminary Design Build Agreement DBIA 520	June 25, 2021
7	Preliminary Design Contract consideration by Pender County Board	July 12, 2021
8	Design Team Develops 60% Drawings and Specifications	TBD
9	D-B Team to Execute Final Design & Construction Contract	TBD
10	Final Design & Construction Contract Addendum consideration by Pender County Board	TBD
11	Project substantial completion and all water lines in service	March 30, 2022
12	Project final completion	April 29, 2022

REQUIREMENTS

Qualifying Statements shall include:

1. Firm(s) name, address, telephone number, fax number, email address, web address, and contact person(s).
2. Year(s) in which the firm(s) was established and any former names under which the firm(s) operated.
3. Qualifications and experience of personnel who would be performing design & construction services for the project(s) by providing:
    a. A list of projects demonstrating experience/understanding of the experience described in this RFQ. Project information shall include:

i. a summary of the scope of work and deliverables,

ii. the owner of the project, and

iii. the name, number and email of a reference for the project.

4. References for similar design-build projects completed, including owner contact information.
5. Information related to items noted in the Evaluations section of this RFQ.
6. Fee schedule for firm's staff and services.
7. SOQ submittal is limited to 20 printed pages maximum, excluding cover page & tabs.

The following criteria will be deemed necessary for approval of a contract with the selected firm and can be submitted after selection:

- The firm must meet the following insurance requirements.
    - General Liability $1,000,000 per occurrence/$2,000,000 aggregate. Rocky Point-Topsail Water & Sewer District and PCU must be additional insured
    - Workers Compensation $500,000/$500,000/$500,000
    - Auto Liability Insurance $1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage
    - Professional Liability not less than $1,000,000 per loss.
- Any firm wishing to be considered must be properly registered with the Office of the Secretary of State of NC, NC Board of Examiners for Engineers & Surveyors, and NC Licensing Board for General Contractors, as applicable.

NOTIFICATION & SELECTION PROCESS

The selected firm will be notified by telephone and/or email.

PCU will enter into negotiations with the selected Design Builder. If the selected Design Builder and PCU are unable to agree on terms and conditions, and as a result the Design Builder firm is unable to execute a contract within two weeks of notification of the highest rated team, PCU may then negotiate with the second or third highest ranked firm until a contract is executed, or PCU, in its sole discretion, may decide to terminate the selection process. PCU reserves the right to terminate the selection process at any time.

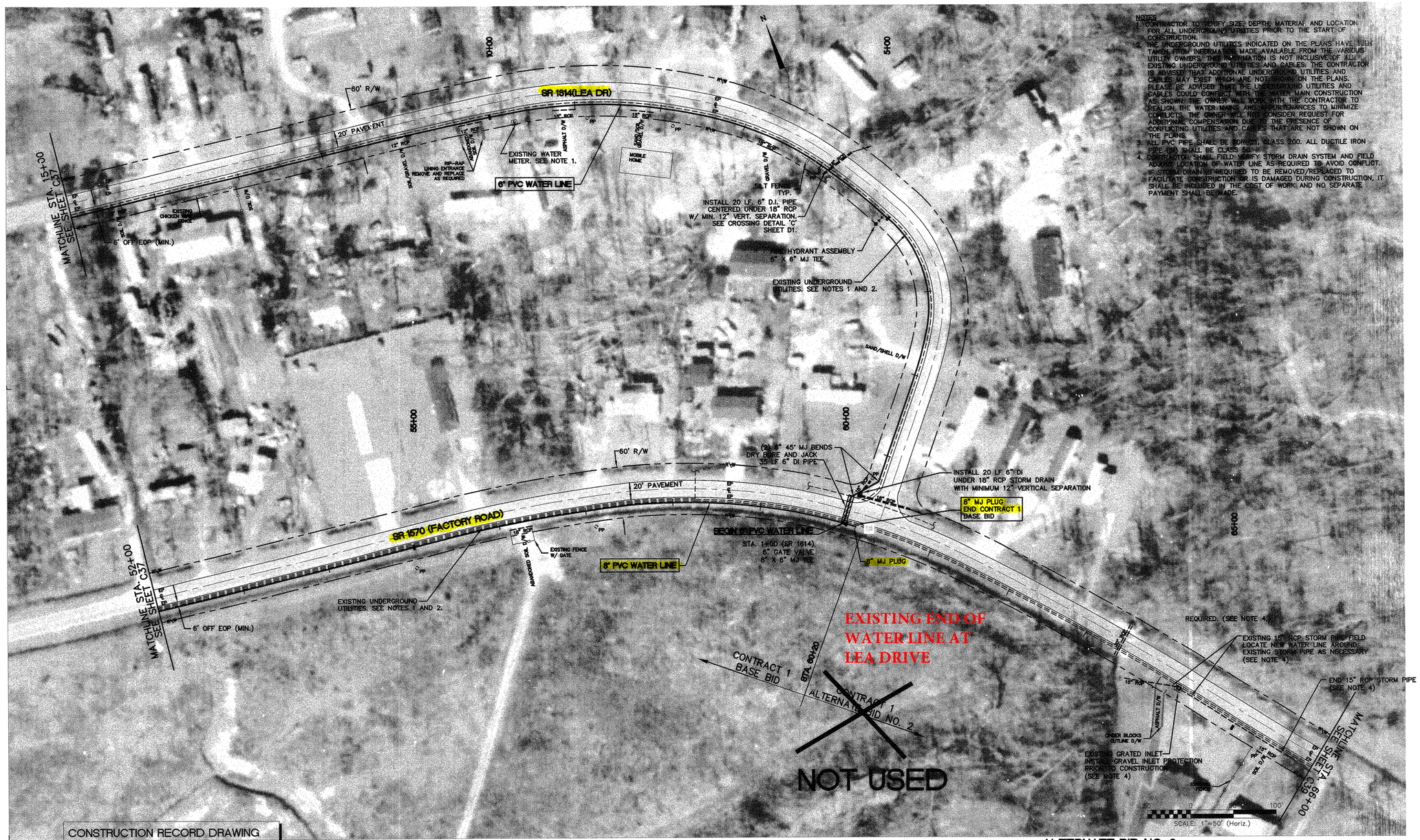
PCU reserves the right to reject any and all submissions, decline to proceed with selection of any firm, to request additional qualifications, and to make inquiries as may be necessary to

verify qualifications. Nothing in this document shall require PCU to proceed with design and/or construction.

ATTACHMENTS

Record Drawing: Sheet C38 of Phase 3 RPTWSD Water (Factory Road at Lea Drive)

Record Drawing: Sheet C-5.6 of Salters Haven at Lea Marina (End of Factory Road adjacent to Waterfront Circle and Broadview Lane)



NOTES

1. CONTRACTOR TO VERIFY SIZE, DEPTH, MATERIAL, AND LOCATION FOR ALL UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION.
2. THE UNDERGROUND UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM INFORMATION MADE AVAILABLE FROM THE VARIOUS UTILITY OWNERS. THIS INFORMATION IS NOT INCLUSIVE OF ALL EXISTING UNDERGROUND UTILITIES AND CABLES. THE CONTRACTOR IS ADVISED THAT ADDITIONAL UNDERGROUND UTILITIES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. PLEASE BE ADVISED THAT THE UNDERGROUND UTILITIES AND CABLES COULD CONFLICT WITH THE WATER MAIN CONSTRUCTION AS SHOWN. THE OWNER WILL WORK WITH THE CONTRACTOR TO REALIGN THE WATER MAINS AND APPURTENANCES TO MINIMIZE CONFLICTS. THE OWNER WILL NOT CONSIDER REQUEST FOR ADDITIONAL COMPENSATION DUE TO THE PRESENCE OF CONFLICTING UTILITIES AND CABLES THAT ARE NOT SHOWN ON THE PLANS.
3. ALL PVC PIPE SHALL BE DR18, CLASS 200. ALL DUCTILE IRON PIPE (DIP) SHALL BE CLASS 50.
4. CONTRACTOR SHALL FIELD VERIFY STORM DRAIN SYSTEM AND FIELD ADJUST LOCATION OF WATER LINE AS REQUIRED TO AVOID CONFLICT. IF STORM DRAIN IS REQUIRED TO BE REMOVED/REPLACED TO FACILITATE CONSTRUCTION OR IS DAMAGED DURING CONSTRUCTION, IT SHALL BE INCLUDED IN THE COST OF WORK AND NO SEPARATE PAYMENT SHALL BE MADE.

CONSTRUCTION RECORD DRAWING

REVNO.	DESCRIPTIONS REVISIONS	DATE
1	ASBUILT RECORD DRAWINGS	JUNE 06

SEAL

NORTH CAROLINA PROFESSIONAL REAL ENGINEER ANTHONY W. BOWEN

SEAL

McKIM & CREED
200 MacKenan Court, Suite 200
Cary, North Carolina 27511
Phone: (919)233-8091, Fax: (919)233-8031
AA0002667 EB0006691
www.mckimcreed.com

PENDER COUNTY
PHASE III
ROCKY POINT/TOPSAIL
WATER AND SEWER DISTRICT

ALTERNATE BID NO. 2
DIVISION II
6" & 8" PVC WATER LINE
SR 1570 (FACTORY ROAD)

BASE BID–STA. 52+00 TO STA. 60+20
ALT. BID NO. 2–STA. 60+20 TO 66+00
SR 1614 (LEA DR) STA. 1+00 TO 15+00

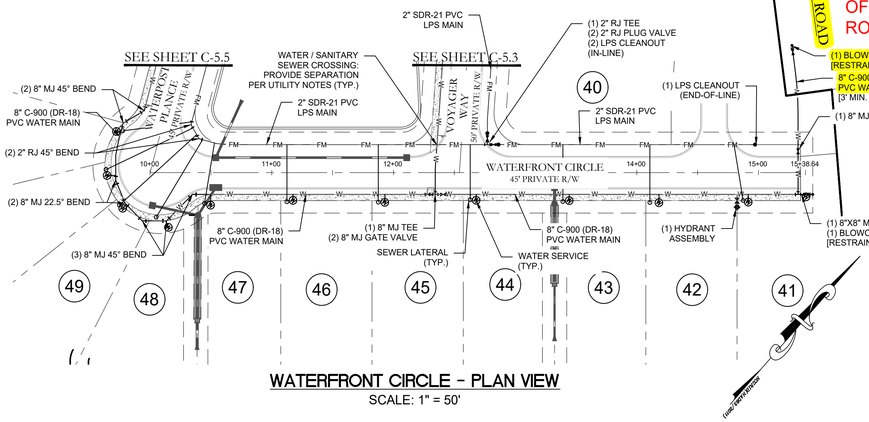
DATE:	NOV. 2002
MCE PROJ. #	00542-0034
DRAWN	WHL
DESIGNED	JL
CHECKED	AWB
PROJ. MGR.	AWB

SCALE
HORIZONTAL: 1"=50'
VERTICAL: NA

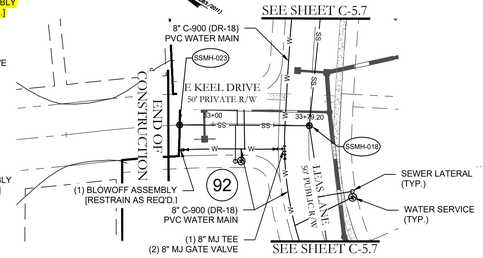
M&C FILE NUMBER CU138
DRAWING NUMBER C38

STATUS:
REVISION 1

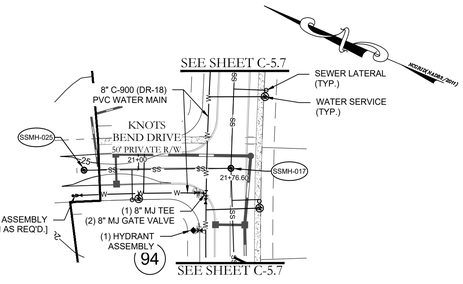
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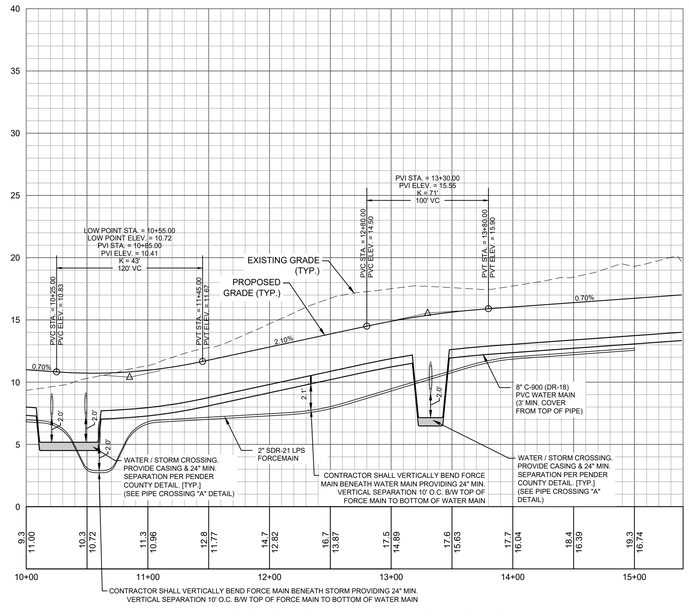
WATERFRONT CIRCLE - PLAN VIEW
SCALE: 1" = 50'



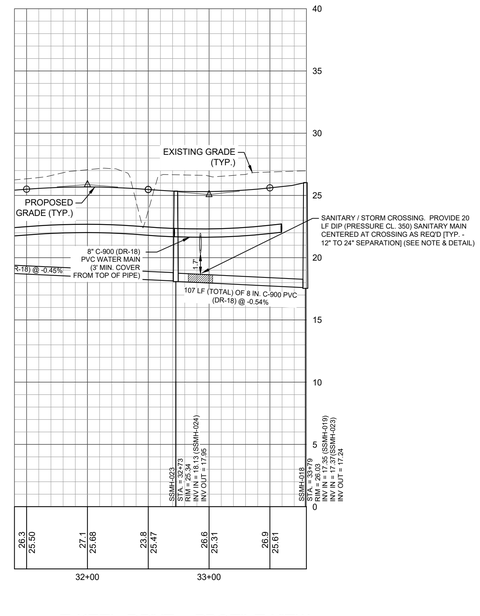
E KEEL DRIVE - PLAN VIEW
SCALE: 1" = 50'



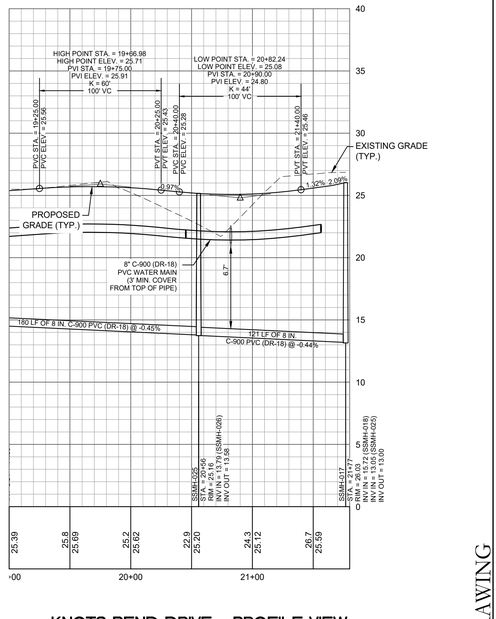
KNOTS BEND DRIVE - PLAN VIEW
SCALE: 1" = 50'



WATERFRONT CIRCLE - PROFILE VIEW
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



E KEEL DRIVE - PROFILE VIEW
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'



KNOTS BEND DRIVE - PROFILE VIEW
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

GRAPHIC SCALE
0 25 50 100 200
SCALE: 1"=50'

RECORD DRAWING

REVISIONS:

CLIENT INFORMATION:
WLI INVESTMENTS, LLC
60 GREGORY ROAD, SUITE 1
BELVILLE, NC 28451

PARAMOUNTE ENGINEERING
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License # C-2846

PLAN & PROFILE

SALTERS HAVEN AT LEA MARINA
TOPSAIL TOWNSHIP
PENDER COUNTY, NORTH CAROLINA

PROJECT STATUS
CONSTRUCTION PLANS
PRELIMINARY LAYOUT:
NOT RELEASED FOR CONST.:
RELEASED FOR CONST.:

DRAWING INFORMATION
DATE: 03/07/19
SCALE: 1" = 50'
DESIGNED: DJF
DRAWN: DJF
CHECKED:

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 028847 ENGINEER TIMOTHY G. CLINKSCALES
03/07/20

C-5.6

PEI JOB#: 16381.PE

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION			
Last Name: Armstrong	First: Willie	M.I.: J	Date: 6/25/2021
Physical Address: 12127 Highway 210		Apartment/Unit #	
City: Rocky Point	State: N.C	ZIP: 28457	
Mailing Address (if different from above)			
City	State	ZIP	
Home Phone: 910-675-2400	Work Phone: C718-614-5102	E-mail Address 1: williej.armstrong@aol.com	
Fax Number		E-mail Address 2	
Board Interest(s): Pender Memorial Hospital Board			
How long have you been a resident of Pender County?			

EDUCATION							
High School: Pender County Training School					Location: Rocky Point, N.C.		
From		To		Did you graduate?	YES ☑	NO ☐	
College: California Coast Uni					Location: California		
From		To		Did you graduate?	YES ☑	NO ☐	Degree
Other: Blanton Peale					Location: New York, N.Y.		
From		To		Did you graduate?	YES ☑	NO ☐	Degree

EMPLOYMENT HISTORY		
Current Employment	Retired	Job Title
Responsibilities		
Previous Employment	Armstrong Funeral Home	Job Title: Owner/Manager
Previous Employment		Job Title
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Currently a minister at St. Matthews Baptist Church in Rocky Point, N.C.

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
☐	☑	

State reasons why you feel qualified for this appointment(s):

Degree in Business Administration

Has provided Pastoral Care Counseling

MILITARY SERVICE

Branch	From	To
None		

Rank at Discharge	Type of Discharge (optional)

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES	NO	If yes, explain.
☐	☑	

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES	NO	If yes, list family member name(s) and position/board or committee(s).
☐	☑	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

Served on Board of Directors Family Life Center in Brooklyn, N.Y.

Served on Board of Directors Senior Citizens Homes in Brooklyn, N.Y.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Willie J Armstrong	6/25/2021

Pender County
TDA Board Applicant

TO:	BOCC
FROM:	Chad McEwen
DATE:	July 12, 2021
SUBJECT:	Appointment TDA Board

SUMMARY:
Scott Franko submitted an application to serve on the TDA Board in the position of Collector. TDA Director Proctor recommends this appointment.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION								
Last Name	Franko	First	Scott	M.I.	D	Date	6/17/2021	
Physical Address	1950 NC Hwy 172			Apartment/Unit #				
City	Sneads Ferry	State	NC	ZIP	28460			
Mailing Address (if different from above)								
City		State		ZIP				
Home Phone	574-220-5331	Work Phone	910-327-4444	E-mail Address 1	scott@treasurerealty.com			
Fax Number	910-327-2035			E-mail Address 2				
Board Interest(s)	Marketing, Economic Development, Tourism							
How long have you been a resident of Pender County?	Treasure Realty has been an entity resident since 2015.							

EDUCATION								
High School	James Whitcomb Riley High				Location	South Bend, IN		
From	84	To	87	Did you graduate?	YES [x]	NO [ ]		
College	Ball State University				Location	Muncie, IN		
From	87	To	92	Did you graduate?	YES [x]	NO [ ]	Degree	BFA, Graphic Design
Other					Location			
From		To		Did you graduate?	YES [ ]	NO [ ]	Degree	

EMPLOYMENT HISTORY			
Current Employment	Treasure Realty	Job Title	Marketing Director / Commercial Realtor
Responsibilities	Marketing / Commercial Real Estate		
Previous Employment	Franko Design	Job Title	Founder, Owner, President
Previous Employment	US Signcrafters	Job Title	Founder, Owner, President
Previous Employment	Building Impressions	Job Title	Founder, Owner, President

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Rotary, president, board member
Chamber, board member and economic development
Jacksonville Onslow Economic Development board member

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☐	NO ☒	If yes, explain (including length of service).

State reasons why you feel qualified for this appointment(s):

I have an entrepreneurial background and have served on several boards during my career. My current roles with Treasure Realty aligns well with the interests and goals of tourism in our Topsail/Pender region.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐	NO ☒	If yes, explain.

Is any member of your family employed by Pender County, or currently serving on a board/committee/commission appointed by or affiliated with Pender County?

YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

As a commercial realtor, through my involvements with economic development, and in my roles with Treasure Realty I have many opportunities to participate and collaborate with discussions or projects that have an influence or connection on our area's tourism.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
	6/17/2021

Pender County
Re-appointment of Diane Chadwick to ABC Board

TO:	BOCC
FROM:	Chad McEwen
DATE:	
SUBJECT:	Re-appointment ABC Board

SUMMARY:
Diane Chadwick was appointed to the ABC Board on June 4, 2018 for a three year term for District 5. Her term is up and she is requesting re-appointment for anther three year term.

ACTION REQUESTED:
Approve re-appointment

PENDER COUNTY
Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION

Last Name: Chadwick	First: Diane	M.I. Q	Date: 05-16-18
Physical Address: 24 Banana Way			Apartment/Unit #:
City: Burgaw	State: NC		ZIP: 28425
Mailing Address (if different from above): P.O. Box 1178			
City: Burgaw	State: NC		ZIP: 28425
Home Phone: 910-540-8036	Work Phone: N/A		E-mail Address 1: dianechadwick10@gmail.com
Fax Number			E-mail Address 2
Board Interest(s): Pender County ABC Board – Burgaw District			
How long have you been a resident of Pender County? 48yrs			

EDUCATION

High School: James Kenan					Location: Warsaw, NC	
From: 66	To: 70	Did you graduate?	YES ☑	NO ☐		
College: Laurel School of Medical					Location: Phoenix, AZ	
From: 82	To: 85	Did you graduate?	YES ☑	NO ☐	Degree: Medical Assist-certification	
Other: American School					Location: Chicago, IL	
From: 82	To: 84	Did you graduate?	YES ☑	NO ☐	Degree: General Business-diploma	

EMPLOYMENT HISTORY

Current Employment	Retired	Job Title	
Responsibilities			
Previous Employment	Pender County ABC Bd	Job Title	General Manager
Previous Employment	Surgical-Medical Clinic	Job Title	Office Mgr/Medical Assist
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:
Smart Start - Board Member 2017- present

RECEIVED
MAY 15 2018
BY: mj

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
☐	☑	

State reasons why you feel qualified for this appointment(s):
20 yrs experience in operation of Local ABC Board in purchasing, selling, Legal and administrative duties at state and County level. Knowledge of state LAW, ethics & Regulations in the sales of Alcoholic Beverages within the NC ABC state controlled system.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving **as a member of this Pender County** board/commission/committee?

YES	NO	If yes, explain.
☐	☑	

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES	NO	If yes, list family member name(s) and position/board or committee(s).
☐	☑	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.
NC ABC Commission Certificates of sellers training classes (RASP) in 2004, 2008, 2010, 2011, 2015, 2016 & 2017.
4 hrs CEU @ CFCC in NC ABC Bd Ethics & Responsibilities training in 2011.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Diane R Chadwick	05-16-18