



Pender County

Agenda

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

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1.	CALL TO ORDER		
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5.	PUBLIC HEARING		
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8.4.	Approve Mini-Brooks Act Exemption for the Transfer Station Assessment, Pursuant to NCGS 143-64.32 MiniBrooksExemption_TransferStationAssessment - Pdf	Keel	19
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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Tommy Batson
DATE: May 17, 2021
SUBJECT: Union Rescue July 3rd Firework 2021

ACTION REQUESTED:

Resolution Authorizing Approval of Union Rescue Pyrotechnic Display on July 3, 2021, in Accordance with North Carolina General Statute 14-413.



REQUEST FOR BOARD ACTION

ITEM NO. _____

DATE OF MEETING: May 17, 2021

REQUESTED BY: Tommy Batson Pender County Emergency Management

SHORT TITLE: Resolution Authorizing Approval of Union Rescue Pyrotechnic Display on July 3, 2021, in Accordance with North Carolina General Statute 14-413.

BACKGROUND: The Pender County Fire Marshal Office has received a request from the Union Rescue to allow a fireworks display at an open field at Watha Road & NC Hwy 11 in Willard, NC on July 3, 2021. The North Carolina Office of State Fire Marshal now requires the Board of County Commissioners to approve all pyrotechnic displays under N.C.G.S. 14-413. This requirement was implemented as a result of a fireworks truck explosion that occurred while preparing for a show in Ocracoke, NC in 2009 in which four people were killed. The State of North Carolina Legislature passed the 2010 North Carolina Pyrotechnics Act that modified the General Statutes to define the term fireworks “expert” as a state requirement to obtain a display operator’s permit (N.C.G.S. 14-410) effective February 1, 2010. The County Fire Marshal’s Office will be on site for review and approval of the complete setup, display shooting and cleaning up from the pyrotechnic display. The pyrotechnic display will be a public display in Willard, NC on July 3, 2021. It will be conducted by an approved and licensed fireworks company, Zambelli, 20 South Mercer Street, New Castle, PA 16101. The display will meet all rules and regulations set by NC Code Fire Code, NFPA 1123, NFPA 1126, OSFM, and AFT. This pyrotechnic company has been successfully at the NC Spot Festival, Topsail Beach, Union Rescue and the Bert Lea Shows. Zambelli meets all of the liability insurance requirements set by the State of North Carolina and the Fire Marshal Office recommends approval of their request.

SPECIFIC ACTION REQUESTED: To consider a resolution authorizing the pyrotechnic display outlined above.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby approves the resolution authorizing a public pyrotechnic display near Union Rescue in Willard, NC on July 3, 2021, under N.C.G.S. 14-413. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Williams _____ Brown _____ McCoy _____ Piepmeyer _____ Newton _____

George R. Brown, Chairman 5/17/2021
Date

ATTEST 5/17/2021
Date



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Tommy Batson
DATE: May 17, 2021
SUBJECT: Town of Surf City Fireworks 2021

SUMMARY:

Resolution Authorizing Approval of Surf City Pyrotechnic Display on July 3, 2021, in Accordance with North Carolina General Statute 14-413.



REQUEST FOR BOARD ACTION

ITEM NO. _____

DATE OF MEETING: May 17, 2021

REQUESTED BY: Tommy Batson Pender County Emergency Management

SHORT TITLE: Resolution Authorizing Approval of Surf City Pyrotechnic Display on July 3, 2021, in Accordance with North Carolina General Statute 14-413.

BACKGROUND: The Pender County Fire Marshal Office has received a request from the Town of Surf City to allow a fireworks display at Surf City Park, Surf City NC on July 3, 2021. The North Carolina Office of State Fire Marshal now requires the Board of County Commissioners to approve all pyrotechnic displays under N.C.G.S. 14-413. This requirement was implemented as a result of a fireworks truck explosion that occurred while preparing for a show in Ocracoke, NC in 2009 in which four people were killed. The State of North Carolina Legislature passed the 2010 North Carolina Pyrotechnics Act that modified the General Statutes to define the term fireworks “expert” as a state requirement to obtain a display operator’s permit (N.C.G.S. 14-410) effective February 1, 2010. The Surf City Fire Marshal’s Office will be on site for review and approval of the complete setup, display shooting and cleaning up from the pyrotechnic display. The pyrotechnic display will be a public display in Surf City NC on July 3, 2021. It will be conducted by an approved and licensed fireworks company, Zambelli, 20 South Mercer Street, New Castle, PA 16101. The display will meet all rules and regulations set by NC Code Fire Code, NFPA 1123, NFPA 1126, OSFM, and AFT. This pyrotechnic company has been successfully at the NC Spot Festival, Topsail Beach, Union Rescue and the Bert Lea Shows. Zambelli meets all of the liability insurance requirements set by the State of North Carolina and the Fire Marshal Office recommends approval of their request.

SPECIFIC ACTION REQUESTED: To consider a resolution authorizing the pyrotechnic display outlined above.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby approves the resolution authorizing a public pyrotechnic display in Surf City in Surf City Park in Surf City NC on July 3, 2021, under N.C.G.S. 14-413. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Williams _____ Brown _____ McCoy _____ Piepmeyer _____ Newton _____

George R. Brown, Chairman

5/17/2021
Date

ATTEST

5/17/2021
Date



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: May 17, 2021
SUBJECT: Approve Contract for Transfer Station Assessment with Draper Aden Associates for \$4,300

SUMMARY:

New rules that went into effect on January 1, 2021 require existing solid waste transfer stations to prepare and submit an assessment report to the NCDEQ-Division of Waste Management by June 30, 2021. PCU had a few engineering firms to inquire about performing this work, and we also reached out to another firm that had expressed interest. Due to the relatively small anticipated fee for the assessment, PCU requested an exemption from the Mini Brooks Act to forgo the RFQ process to select an engineering firm for the work.

The firms considered for this work were Draper Aden Associates (\$4,300 quote), CDM Smith (\$6,000 to \$8,000 range), Smith Gardner (\$6,500), and Dewberry (\$8,000 to \$10,000 range). Draper Aden has experience with performing this assessment for other entities, is a reputable firm, and provided the lowest cost for these services.

PCU recommends that the Board approve this contract with Draper Aden Associates to complete this new requirement prior to the submittal deadline at the end of June.

We have sufficient funds available for this work in the existing Solid Waste budget for contracted services, 75-404500.

ACTION REQUESTED:

Approve Contract for Transfer Station Assessment with Draper Aden Associates

ATTACHMENTS:

Proposed Agreement with Draper Aden Associates



Draper Aden Associates

Engineering • Surveying • Environmental Services

Short Form Agreement

Client Name:	Kenneth Keel, PE	Date:	April 21, 2021
Address:	250 Transfer Station Rd Hampstead, NC 28443	Client Contact:	Kenneth Keel
		Project Name:	Pender County Transfer Station Assessment
Office Phone:	910-259-0212	Location:	Hampstead NC, NC
Mobile Phone:	910-259-0212	Project Number:	TBD
Fax No.:	NA	E-mail:	kkeel@pendercountync.gov
cc:	file		

Description of Services:

1. Perform Engineer's Assessment of Transfer Station in accordance with NCDEQ SWS 15A NCAC 13b.0401 - .0406.

Fee Basis: ☐ Time & Materials (Estimate) ☒ Lump Sum (Fixed Fee) ☐ Other: _____

Budget Estimate or Fee Amount: \$4,300

The Standard Terms and Conditions and Hourly Rates Schedule attached hereto are incorporated into and made part of the Agreement.

Client Authorization:

Signature of Authorized Representative

Printed Name/Title

Name of Firm or Corporation

Date

Phone Number

Draper Aden Associates:



Signature of Authorized Representative

Steven R. Gandy, Chief Engineer

Printed Name/Title

Work under this agreement shall be completed by June 30, 2021 in compliance with reporting requirements of 15A NCAC 13B .0401(b).

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.

Hourly Rate Schedule

Principal	\$195.00
Senior Technical Advisor	\$195.00

Meg Blue, Pender County Finance Director

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114 Edinburgh South Drive • Suite 200 • Cary, NC • 27511 • 919.827.0864 • www.daa.com
Blacksburg • Charlottesville • Manassas • Newport News • Richmond • Virginia Beach

Project Manager	\$175.00
Senior Engineer	\$150.00
Project Engineer	\$125.00
Staff Engineer	\$110.00
Senior Designer	\$125.00
Project Designer	\$110.00
Staff Designer	\$90.00
Senior Environmental Professional	\$130.00
Environmental Professional	\$100.00
Survey Project Manager	\$120.00
Project Surveyor	\$95.00
Field Survey Crew	\$150.00
Senior GIS Specialist	\$120.00
GIS Specialist	\$100.00
Office Administrator	\$85.00
Administrative Assistant	\$70.00
Senior Technician	\$95.00
Technician	\$80.00

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

STANDARD TERMS AND CONDITIONS

The Client and Draper Aden Associates (DAA) agree that the following provisions shall be incorporated into this agreement:

A. SERVICES OF ENGINEER

1. The standard of care for all professional engineering and related services performed or furnished by DAA under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. DAA makes no warranties, express or implied, under this Agreement in connection with DAA's services.
2. For specific project requirements, reference Scope of Services attached.

B. CLIENT'S RESPONSIBILITIES

1. Provide DAA with all criteria and full information as to the Client's requirements for the Project.
2. Furnish to DAA all available information pertinent to the project upon which DAA can explicitly rely.
3. Provide written approvals of work completed.
4. Designate project representative capable of making binding decisions.
5. Pay all permitting fees.
6. Clearly identify role of the Client during bidding and construction phases.

C. TERMS OF PAYMENT

1. Fees and all other charges will be billed at least monthly as the work progresses, and the net amount shall be due upon receipt.
2. A late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Client agrees to pay such finance charges.
3. The client shall reimburse DAA for all expenses necessary for performing the professional services outlined within the proposal, plus fifteen percent (15%). Such expenses would include, but are not limited to, subdivision fees, assessment fees, and fees for governmental checking and inspection, soils engineering, soils testing, aerial topography, permits, bond premiums, title company charges, blueprints and reproduction, travel expenses, meals and lodging, long distance phone calls, photographic services, shipping/courier expenses, extra insurance coverage specifically requested by the Client, subcontractor services, and all other charges not specifically covered by the terms of this agreement.
4. In the event all or any portion of the work prepared or partially prepared by DAA is suspended, abandoned, or terminated, the client shall pay DAA for the work performed on an hourly basis or percent complete (if lump sum), not to exceed any maximum contract amount specified herein.
5. In the event of any litigation, client agrees to pay to DAA interest on all past due balances at the rate of 18 percent per annum.

6. In the event that the plans, specifications, and/or field work covered by this contract are reviewed and subject to approval by various governmental agencies; and, in the event that, due to change of policy and/or unwritten policies and/or design changes requested by said governmental agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by client as extra work.

7. In the event the client fails to pay DAA promptly or within thirty (30) days after invoices are rendered, then client agrees that DAA shall have the right to consider said default a total breach of the Agreement and the duties of DAA under this Agreement terminated. In such event, Client shall then promptly pay DAA for all of the fees, charges and services performed by DAA on an agreed hourly basis. Also, in such event, Client agrees to indemnify and hold harmless DAA from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by DAA, or claims against DAA related to work stoppage.

8. DAA has the right to withhold from the Client any work prepared under this Agreement until all delinquent invoices are paid in full.

9. In the event of a disputed invoice, only that portion so disputed may be withheld from payment.

D. TIME OF COMPLETION

1. DAA's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

E. USE OF DOCUMENTS (Hard Copies and Electronic Transmittals)

1. All documents for this project are instruments of service and shall remain the property of DAA (including the right of reuse at the discretion of the Engineer) whether or not the project is completed and except where by law or precedent these documents become public property
2. Any reuse or modification of any documents (whether hard copies or electronic transmittals) prepared by DAA without written verification or adaptation by DAA will be at the sole risk of the individual or entity utilizing said documents and such use is without the authorization of DAA. DAA shall have no legal liability resulting from any and all claims, damages, losses, and expenses, including attorney's fees arising out of the unauthorized reuse or modification of these documents. Client shall indemnify DAA from any claims arising out of unauthorized use or modification of the documents whether hard copy or electronic.
3. Copies of documents that may be relied on by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DAA. Electronic transmittals of any type are for convenience of the Client. Any conclusion or information obtained or derived from such electronic transmittals will be at the Client's sole risk. If there is a discrepancy between the electronic transmittals and the hard copies, the hard copies govern
4. When transferring documents in electronic format, DAA makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by DAA. Transferring electronic documents does not transfer any license for use of the underlying software.

8. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.

L. OTHER CONDITIONS

1. In the event that any staking is destroyed by an act of God or parties other than DAA, the cost of restaking shall be paid for by client as extra work.
2. DAA makes no warranty to the title to property surveyed nor does DAA assume any liability for errors or for information not provided DAA, which would normally be disclosed in a title search by an attorney.
3. DAA does not guarantee the completion or quality of performance of contract or the completion or quality of performances of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts, omissions, or construction methods.
4. This Agreement is valid for 90 days from the date of the Agreement. Should DAA choose to cancel the Agreement, it is DAA's right to do so prior to the expiration date. The Agreement signed by DAA and the Client in conjunction with any attachments will serve as the entire Agreement between the parties. If verbal authorization to begin work is given DAA, then all the conditions and terms of the Agreement are construed as acceptable to the Client whether or not the Agreement is signed and returned by the Client to DAA.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: May 17, 2021
SUBJECT: Approve Mini-Brooks Act Exemption for the Transfer Station
Assessment, Pursuant to NCGS 143-64.32

SUMMARY:

New rules that went into effect on January 1, 2021 require existing solid waste transfer stations to prepare and submit an assessment report to the NCDEQ-Division of Waste Management by June 30, 2021.

Pursuant to GS 143-64.32, we are requesting this exemption from the Mini Brooks Act, as the anticipated cost of the work does not justify the significant time and effort for a Request for Qualifications procedure for both county staff and prospective engineering consulting firms. The anticipated fee for these services is well below \$50,000, which is a requirement to allow exemption of the Mini Brooks Act.

We have sufficient funds available for this work in the existing Solid Waste budget for contracted services, 75-404500.

ACTION REQUESTED:

Approve Mini-Brooks Act Exemption for the Transfer Station Assessment



Pender County Water distribution and sewer collection systems extension

TO: Board of County Commissioners
FROM: Chad McEwen
DATE: May 17, 2021
SUBJECT: Design Compliance Build BASF Water and Sewer

SUMMARY:

To enter into a Design-Build contract, units of local government must follow specific procurement procedures set forth in the North Carolina General Statutes. The County of Pender ("County") bidding policies are designed to conform to these statutes, thereby the Pender County Board of County Commissioners are authorized to use the Design-Build procurement method on an individual project basis.

ACTION REQUESTED:

Recommend Design Build procurement method for the Water Distribution and Sewer Collection System Extensions to Former BASF project site.

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



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

Progressive Design Build-Procurement Compliance Summary

Water Distribution and Sewer Collection Systems Extensions to Former BASF Site Adjacent to Pender Commerce Park

To enter into a Design-Build contract, units of local government must follow specific procurement procedures set forth in the North Carolina General Statutes. The County of Pender ("County") bidding policies are designed to conform to these statutes, thereby the Pender County Board of County Commissioners are authorized to use the Design-Build procurement method on an individual project basis.

G.S. 143-128.1A. requires governmental entities to establish in writing the criteria to be utilized to determine when the Design-Build procurement method is appropriate. The circumstances and criteria listed below were used to determine the Progressive Design-Build delivery method is appropriate for the following:

- 1. The extent to which the governmental entity can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder.**

County staff have evaluated the existing water and sewer systems in Pender Commerce Park and determined that capacity is available to provide service to the former BASF/Takeda site for the purposes of redeveloping the site into industrial tracts.

The scope of services that would be covered under this project include engineering and design, permitting, bid and award services, construction, and as-built and final inspection and certification.

- 2. The time constraints for the delivery of the project.**

Time constraints are paramount and the principal factor in the County's selection of the Design-Build procurement method for this project due to a potential sale of the former BASF/Takeda site to an industrial client. The client's needs for purchasing the property in the next 6 months require the necessary water and sewer extensions to be completed as quickly and efficiently as possible.

- 3. The ability to ensure that a quality project can be delivered.**





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

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

The County intends to contract with a design-builder that is selected on qualifications and reputation for successful delivery of similar water and sewer extension projects. The County will rely on the project definition, as provided by the experienced engineering and utilities staff of the County, including the Public Utilities Director and Assistant Utilities Director, who will be assigned in various roles to oversee the work of the design-builder to ensure the project is completed as intended.

4. The capability of the governmental entity to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.

Responses to the RFQ will confirm the market availability and interest of local area qualified contractors and engineering firms/teams prepared to engage in Design-Build efforts for this specific project. Central to these responses will be the demonstration of experienced success with Design-Build project delivery. Therefore, these responses will become a primary basis for the selection of a Design-Build firm/team.

5. A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by the public notice issued under subsection (c) of this section (G.S. 143-128.1.A).

The County encourages the participation of small business entities on County funded projects. Respondents to the Design-Build RFQ will be required to comply with G.S. 143-128. The County will not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work.

6. The criteria utilized by the governmental entity, including a comparison of the advantages and disadvantages of using the design-build delivery method for a given project in lieu of the delivery methods identified in subdivisions (1), (2), and (4) of G.S. 143-128(a1).

The County finds the advantages of the Design-Build procurement method to be superior to any advantages of any other construction methods listed in subdivisions (1), (2), and (4) of G.S. 143-128(a1) for the Water Distribution and Sewer Collection System Extensions to Former BASF Site project. The County's key criteria considerations are cost savings, efficiency of design and



Board of Commissioners

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

**County Manager**

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

construction, and timeliness of project delivery. While the other methods have potential to deliver goods and services for portions of the project with a lesser expense when compared to the Design-Build method, thereby creating a disadvantage, the County finds that not to be an absolute. The County contends that using the Design-Build approach will allow for the total project cost to be known prior to entering into the final Design-Build agreement. Also, there are potential cost savings using the Design-Build approach that will likely result from having the contractor and engineer working together early during the design process as they coordinate to provide input to each other on construction and scheduling logistics. In addition, with construction costs generally on the rise, speeding up the project and purchasing materials sooner could result in lower materials costs. Furthermore, with the project schedule being of utmost importance, the expeditious manner in which the project needs to occur favors the Design-Build approach because some portions of construction could begin prior to completion of the final design. For these reasons, the County finds that the advantages of the Design-Build procurement method to be superior to any advantages of any other construction methods listed in subdivisions (1), (2), and (4) of G.S. 143-128(a1) for the Water Distribution and Sewer Collection System Extensions to Former BASF Site project.





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Travis Henley
DATE: May 17, 2021
SUBJECT: Offer to Acquire Real Property - Hurricane Florence Disaster Recovery

SUMMARY:

Disaster Assistant Relief Team - Wilmington (DART-ILM), led by Michelle Vollmer, has worked collaboratively with the North Carolina Office of State Budget and Management - Disaster Recovery Section (OSBM-DR) to assist the property owner of 4233 Shaw Highway (identified by Pender County PIN 3257-66-4917-0000) with finding a permanent housing solution using funding from the Hurricane Florence Disaster Recovery Act grant. Due to the level of damage sustained by this structure during Hurricane Florence, the most cost-effective recovery option is an acquisition of the property. With DART-ILM serving as the project manager and OSBM-DR assisting with implementation, the property is to be acquired and conveyed to the County to remain as open space in perpetuity. There will be no monetary cost to the County to acquire this property.

Planning and Community Development staff respectfully request approval to acquire this parcel contingent upon NC OSBM-DR, DART-ILM, and the property owner completing the real estate transaction and the demolition of all structures on said property. The County's only role in this project is to take ownership of the property. Final monetary investment projected by NC OSBM-DR is in the attached document and is based on already completed appraisals.

ACTION REQUESTED:

To consider the conditional acquisition of one (1) residential property following buyout efforts by NC OSBM-DR in response to Hurricane Florence.

ATTACHMENTS:

1. Letter to Pender County Planning and Community Development from NC OSBM-DR



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Daniel Adams
DATE: May 17, 2021
SUBJECT: Consideration of Approval of Purchase Order Increase for Hurricane Matthew Disaster Recovery Act Elevation and Repair Project

SUMMARY:

At the January 4, 2021 meeting, the Board of Commissioners approved a purchase order in the amount of \$85,950 for the Baptists on Mission to elevate and repair the home at 230 Keith Road, Currie. This home was flooded during Hurricane Matthew and Hurricane Florence. The estimate to conduct the elevation and repair work was completed on October 12, 2020. Due to the increase in the cost of building materials, the companies working with Baptists on Mission to elevate and repair the home can no longer honor their initial quotes. Therefore, Baptists on Mission has submitted a change order request to increase the budget for this project by \$5,450 to a total budget of \$91,400.

Funding for this project is coming from the state-funded Disaster Recovery Act grant for Hurricane Matthew (DRA-Matthew), which is administered by the North Carolina Office of State Budget and Management (OSBM). Upon receiving the change order request, staff forwarded it to OSBM for their approval. OSBM staff confirmed that the change order request can be accommodated within the overall grant budget. Therefore, this project remains completely grant funded.

Budget Account: 60-406409-6462

ACTION REQUESTED:

Approval of Increase to Purchase Order from \$85,950 to \$91,400.

ATTACHMENTS:

1. January 4, 2021 Board Item
2. Original Scope of Work and Cost Estimate
3. Change Order Request
4. Revised Cost Estimates



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Travis Henley

DATE: January 4, 2021

SUBJECT: Consideration of a Purchase Order in the amount of \$85,950 for Hurricane Matthew Disaster Recovery Act Elevation and Repair Project.

SUMMARY:

The homeowner of 230 Keith Road, Currie was originally approved for federal disaster recovery funding through the Community Development Block Grant - Disaster Recovery program following Hurricane Florence. Prior to construction beginning, the homeowner's eligibility status changed such that the property was no longer eligible for inclusion in that program. Following this development, County staff sought other funding opportunities to accomplish the original scope of work that had been originally approved for this property, which included an elevated home. The property owner was referred to the Pender County Long Term Recovery Group while staff sought other funding avenues. Ultimately, the North Carolina Office of State Budget and Management agreed to modify Pender County's Disaster Recovery Act grant awards to include this property in the Hurricane Matthew DRA program. North Carolina Baptists on Mission, one of the groups involved in the Pender County Long Term Recovery Group, has agreed to take on this project.

Pursuant to North Carolina Office of State Budget and Management Notice to Proceed, Staff is requesting a purchase order in the amount of \$85,950, to be sourced from the Pender County Hurricane Matthew DRA fund and to the North Carolina Baptists on Mission.

Budget Account: 60-406409-6462

ATTACHMENTS:

1. Hurricane Florence Baptists on Mission Memorandum of Understanding
2. Notice to Proceed - NC OSBM - 230 Keith Road
3. Scope of Work - 230 Keith Road
4. Baptists on Mission MOU Exhibit A
5. Baptists on Mission MOU Exhibit B

MEMORANDUM OF UNDERSTANDING AND CONTRACT

Whereas, Pender County("County") has received approval of a Disaster Recovery Act Grant in the amount of Two Million Dollars (\$2,000,000.00) to provide assistance to Pender County residents in need of long-term housing repair or replacement; and

Whereas, **Baptist on Mission -Pender** ("Assistance Provider") is a non-profit housing assistance group who wishes to provide assistance to residents of Pender County in obtaining housing repair or replacement; and

Whereas, Assistance Provider and County have jointly established a Disaster Recovery Act Subcommittee as set forth on the attached Exhibit "A"; and

Whereas, Assistance Provider and County wish to streamline the process as set forth in Exhibit A;

NOW ASSISTANCE PROVIDER AND COUNTY DO HEREBY ENTER INTO THE FOLLOWING MEMORANDUM OF UNDERSTANDING AND CONTRACT:

1. Assistance Provider understands and agrees that it must comply with all terms of the DRA Grant and the procedures of the Subcommittee established in Exhibit A to receive Grant funds. Assistance Provider further understands and agrees that it is responsible for compiling and providing all documentation as set forth in Exhibit A, the terms of which are incorporated by reference.
2. Assistance Provider understands and acknowledges that funds will be distributed on a reimbursement basis and that if DRA Grant terms are not complied with that reimbursement will not be paid. Assistance Provider further understands and agrees that in no event shall County be responsible to reimburse provider more than Three Hundred Fifty Thousand Dollars (\$350,000.00) regardless of the amount of expense incurred. It shall be the sole responsibility of Assistance Provider to track its projects to ensure the maximum reimbursement amount is not exceeded, and the County bears no responsibility for tracking total expenditures. The County may, at the suggestion of the Subcommittee, reallocate Grant funds if necessary to maximize Grant funds. Such reallocation must be approved in writing by the Board of County Commissioners or their designee.
3. County agrees that it will promptly review documents submitted by the Subcommittee for reimbursement from the DRA Grant funds and, after review of said documentation for completeness will pay those funds to Assistance Provider which it determines to be eligible. In no event shall County be deemed responsible to pay funds for reimbursement should County determine the funds not to be eligible for reimbursement under the terms of the DRA Grant.
4. Assistance Provider agrees and acknowledges that if there is a change to the DRA Grant such that the funds which actually will be received by the County are insufficient to reimburse Assistance Provider, in whole or in part, that County will not

pay any reimbursement amount which is or will not be received. Assistance Provider understands and agrees this provision shall apply without regard to the cause of the change in the DRA Grant which will result in the full amount of reimbursement not being received.

5. As part of any housing repair or replacement, Assistance Provider shall require the Property Owner to execute the release attached as Exhibit "B", in addition to other document required by the State or County.

This the **29th**, day of **November, 2019**

For PENDER COUNTY:

By: 
Signature

Name: Chadwick W. McEwen
Type

Title: County Manager

For ASSISTANCE PROVIDER:

By: 
Signature

Name: **Mike Moser, Site Coordinator - Pender
Baptist on Mission - Pender**

**N.C. OFFICE OF STATE BUDGET & MANAGEMENT
DISASTER RECOVERY SECTION**

NOTICE TO PROCEED

Owner: N.C. Office of State Budget & Management-Disaster Recovery Section as
Program Manager for N.C. Division of Emergency Management

Project: Lloyd - 230 Keith Rd Currie NC
OSBM-DR Job Number 17-F-PEN-REH-0080

Contractor: Baptists on Mission
c/o Mike Moser

Date: October 14, 2020

Notice is hereby given to the Contractor to commence work on one (1) Single Family Elevated Rehabilitation/repair project in Pender County as set forth pursuant to Contractor's bid proposal of eighty-five thousand nine hundred fifty dollars (\$85,950.00) dated October 12, 2020. Contractor shall commence mobilization, obtain any required building permit(s) from the local authority having jurisdiction, and will work with our office to schedule a preconstruction meeting with the homeowners and County as soon as possible. Contractor shall also submit to Richard Trumper, OSBM-DR Senior Construction Manager, proof of the required insurance prior to the actual start of any construction work at any project site.

The contract will have a start date of Monday, October 19, 2020, but the completion dates will be no later than one hundred twenty (120) business days from the start date.

If you have any questions, please give the undersigned a call.

By 
Durwin P. Jones
OSBM-DR General Counsel & Deputy Director
Office: 984 - 236 -0733

Homeowner: 
Woodrow Lloyd

BAPTISTS ON MISSION

October 12 , 2020

Richard Thumper, OSBM
Daniel Adams, Pender County Flood

CC: h.florence.pender@ncmissions.org, Michelle Green, PLTRG
From: Mike Moser, Baptist on Mission - Pender

Ref: DRA Request for Funds for Home Elevation for
Woodrow Lloyd, 230 Keith Rd, Currie NC 28425

Engineering by The Adams Company	\$ 600
VHBM dba Coastal Foundations, Lifting of home up to 8 ft	\$ 12,000
VHBM dba Coastal Foundations (concrete piers – not enclosed)	\$ 26,200
Elevator by Liftavator (based on Littleton job) (for access with 8+ feet of elevation)	\$ 18,950
Deck for HVAC, Elevator & steps	\$ 4000
Roof replacement by DL Jordan	\$ 4200
Interior repairs: Floors, finish drywall, Kitchen, Bath, Electrical reinstall panel, receptacles, Windows	\$20,000
Total Grant Request	\$ 85,950

The elevator is not a requirement for the elevation but Mr Lloyd is 75 years old and may soon not be physically capable of using the steps. The height of elevation may exceed what is feasible for a handicap ramp.

Mike Moser, Site Coordinator
Baptist on Mission – Pender
h.florence.pender@ncmissions.org
Cell #910-473-2911



**Pender County Long Term Recovery Group
Construction Committee
Disaster Recovery Act (DRA) Subcommittee**

Purpose

- To serve as a liaison between the members of the Construction Committee and the Pender County Department of Planning and Community Development (County).
- To help ensure DRA funds are distributed equitably and administered according to grant guidelines.

Design

The five member organizations involved in owner-occupied rehabilitation in Pender County (Cape Fear Habitat for Humanity, DART-ILM, NC Baptist on Mission, United Methodist Committee on Relief, Wilmington Area Rebuilding Ministry) have adequate infrastructure including thorough application processes and qualified personnel to complete cost estimates, project management, and construction. These organizations also have substantial waiting lists.

The design of this subcommittee utilizes a self-policing model to minimize additional administrative efforts while achieving goals of the DRA. The structure will allow the member organizations to continue their good work with their own internal processes. The subcommittee will collect and review the proposals and other documentation from each organization to ensure their compliance with DRA before submittal to the County.

This is not a selection committee; applications will not be accepted directly from individuals. Only one of the five rebuilding organizations may submit an application for DRA funding. Individuals must apply through one of the members.

To the extent possible, the responsibility of selection, documentation, and program implementation rests with the member organization; the subcommittee's role is to provide administrative support required to fulfill the grant requirements. The subcommittee will not provide technical assistance or oversight, ensure quality control, monitor progress, or provide administrative support beyond what is required to liaise with the County.

The committee has seven voting seats, one representative from each of the following:

1. Co-chair of PLTRG
2. Unmet Needs Committee
3. Cape Fear Habitat for Humanity
4. DART-ILM
5. NC Baptist on Mission
6. United Methodist Committee on Relief
7. Wilmington Area Rebuilding Ministry

Process

The intent of the DRA is to address unmet needs. As organizations select applicants to submit for DRA funding, they are encouraged to choose those that do not qualify for other sources of funding. Organizations are strongly encouraged to select homes located outside of the 100-year floodplain. Homeowners who receive DRA assistance are required to maintain flood insurance for the life of the home and comply with other floodplain regulations.

To submit a homeowner for DRA funding:

1. Organization submits the following once
 - a. IRS 501c3 letter
 - b. Certificate of Insurance
 - c. MOU between County and Assistance Provider
2. Organization completes internal application process, assessment, and detailed cost estimate.
3. Organization submits 2-3 proposals at a time using member organization forms. Deadline for submitting proposals will be two business days before scheduled DRA Subcommittee meeting; DRA Subcommittee meetings will be announced to members at least three weeks in advance.
 - a. Attachment 1 – Project Summary and Photos
 - b. Attachment 2 -- Organization Application
 - c. Attachment 3 – Scope of Work
 - d. Attachment 4 – Cost estimate
 - e. Attachment 5 – Agreement to Release and Indemnify
 - f. Attachment 6 – Proof of Income
4. DRA Subcommittee reviews proposals at open meeting with the following considerations:
 - a. All DRA requirements are met; DRA Subcommittee will ensure all documentation is enclosed and return proposal to organization if items are missing.
 - b. Ensure homes are spread out geographically; DRA Subcommittee will identify underrepresented areas and encourage organizations to present proposals from those areas in next round of reviews.
5. DRA Subcommittee presents all completed proposals to County after each review meeting. After County approval, each organization will be notified that the scope of work has been accepted and funding has been approved and construction can begin.
6. After construction has been completed, organization submits a reimbursement package to DRA Subcommittee including:
 - a. Invoice cover sheet totaling all expenses
 - b. All receipts and paid invoices supporting total on invoice
 - c. Release of Liens signed by any paid contractors
 - d. Any other documents necessary that may be requested of the County or State to assure reimbursement.
7. If all documents are enclosed, DRA Subcommittee will submit reimbursement package to Pender County; Pender County will reimburse organization directly. No funds will be handled by the LTRG.
8. The DRA Subcommittee will assist the County as needed with reports as necessary to satisfy the grant parameters.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

AGREEMENT TO RELEASE AND INDEMNIFY
COUNTY OF PENDER

Woodrow Lloyd

This Agreement by and between ~~[INSERT HOMEOWNER NAME]~~ (hereinafter referred to as "Property Owner") and the County of Pender, a county corporation organized under the laws of the State of North Carolina (hereinafter referred to as "County");

WITNESSETH:

WHEREAS, Property Owner is the owner of property located at ~~INSERT~~ 230 Keith Road, Currie, 28435 and PROPERTY PHYSICAL ADDRESS

WHEREAS, in consideration of the issuance by the County of Disaster Recovery Assistance repair/replacement grant pursuant to the Grant Agreement executed between Pender County and the State of North Carolina for the repair or replacement of homes damaged by Hurricane Florence and in consideration of the terms of said Grant, the parties hereby agree as follows:

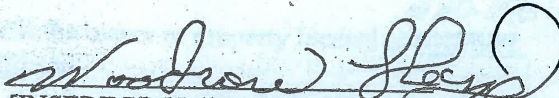
1. Property Owner hereby authorizes the County and the County's contractor to enter on the property located at the address listed above for the purpose of undertaking the repair work identified in Attachment "2 - Scope of Work" attached hereto and incorporated herein by reference. The Property Owner understands and agrees that the County makes no warranty or representation concerning the repair work, but such work is being undertaken to address a problem that poses an immediate threat to the health and safety of the occupants. The County shall be responsible for payments to the contractors for work performed for the actual cost of such work.

2. To the fullest extent permitted by law, the Property Owner shall release, indemnify, keep and save harmless the County, its agents, officials, and employees from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting there from) to all persons, whether agents, officials, or employees of the County or third persons, and all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with the repairs to the Property Owner's property located at the address above made pursuant to the Disaster Recovery Assistance grant (or by any person acting for the Property Owner or the County or to whom the Property Owner or the County is alleged to be in any way responsible), whether such claim is based in whole or in part on contract, tort (including alleged active or passive negligence or participation in the wrong) or upon an alleged breach of any duty or obligation on the part of the County, its agents, officials or employees.

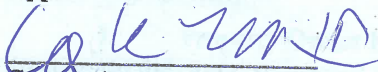
3. The provisions of this Agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the County, its agents, officials, and employees, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the County, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the County, its agents, officials or employees.

4. The intention of the Property Owner is that this release and indemnity be broadly construed and applied in favor of the County.

IN WITNESS WHEREOF, the Property Owner and the County have caused this Agreement to be duly executed in their respective names and on their behalf on this the 9th day of September, 2020.

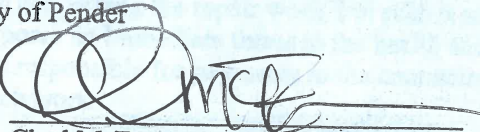

[INSERT PROPERTY OWNER NAME], Property
Owner Woodrow Lloyd

Approved as to form:


County Attorney

County of Pender

By:


Chad McEwen, County Manager

BAPTISTS ON MISSION

October 12 , 2020

Richard Thumper, OSBM
Daniel Adams, Pender County Flood

CC: h.florence.pender@ncmissions.org, Michelle Green, PLTRG
From: Mike Moser, Baptist on Mission - Pender

Ref: DRA Request for Funds for Home Elevation for
Woodrow Lloyd, 230 Keith Rd, Currie NC 28425

Engineering by The Adams Company	\$ 600
VHBM dba Coastal Foundations, Lifting of home up to 8 ft	\$ 12,000
VHBM dba Coastal Foundations (concrete piers – not enclosed)	\$ 26,200
Elevator by Liftavator (based on Littleton job) (for access with 8+ feet of elevation)	\$ 18,950
Deck for HVAC, Elevator & steps	\$ 4000
Roof replacement by DL Jordan	\$ 4200
Interior repairs: Floors, finish drywall, Kitchen, Bath, Electrical reinstall panel, receptacles, Windows	\$20,000
Total Grant Request	\$ 85,950

The elevator is not a requirement for the elevation but Mr Lloyd is 75 years old and may soon not be physically capable of using the steps. The height of elevation may exceed what is feasible for a handicap ramp.

Mike Moser, Site Coordinator
Baptist on Mission – Pender
h.florence.pender@ncmissions.org
Cell #910-473-2911



BAPTISTS ON MISSION

April 26, 2021

Richard Trumper, OSBM Sr. Construction Mgr
cc: Daniel Adams, Pender Cty Flood Administrator,
cc: h.florence.pender@gmail.com

Ref: Change Order Request for:
Woodrow Lloyd, Elevation DRA Application
230 Keith Rd, Currie NC

Coastal Foundation for the Foundation updated quote 3/16/21	\$31,300
Previous approved quote 10/12/20.	- \$26,200
Additional Request.	\$5100.00
This request is based on the increased cost of lumber prices required for Sill Plates/Beams.	
Construction of deck and steps by Mario Construction.	\$4550
Previous approved 10/12/20.	- \$4200
Additional Request.	\$350.00
Total Request for this Change Order # 1	\$5450.00

This home is scheduled to be elevated Thursday, May 6, 2021

We decided to contract the construction of the deck & stairs to expedite completion of this job.

Mike Moser, Site Coordinator
Baptist on Mission - Pender Rebuild
Cell #910-473-2911



Baptists On Mission
PO Box 1107, Cary, NC 27512

Main (919) 467-5100 ext 5596
Toll Free (800) 395-5102 ext 5596

www.baptistsonmission.org

*Baptists On Mission (NC Baptist Men/NCBM)
is an auxiliary to the Baptist State Convention
of North Carolina. Thank you for your support
of the North Carolina Missions Offering.*

179 John Rich Rd
Warsaw NC 28398
910-290-3846

DATE: 04/22/2021

Estimate To:
BAPTISTS ON MISSION

DESCRIPTION	AMOUNT
BUILD 10' HIGH STEPS X 6 WIDE	
CONCRETE PLATFORM 4FT X 6FT FOR ELEVATOR	
TOTAL COST	\$4,550.00

THANK YOU FOR YOUR BUSINESS!

TO Mike Moser
910-473-2911 / mose2911@gmail.com
C/O Woodrow Lloyd
230 Keith Rd., Currie, NC 28435

HOME FOUNDATION AGREEMENT

THIS HOME FOUNDATION CONTRACTOR AGREEMENT (the "Agreement") is made as of this date, March 16, 2021 (the "Agreement Date") by and among

Mike Moser (the "Agent"), and **Coastal Foundations** (the "Contractor")

WHEREAS, Agent is the lawful owner/agent of the Property address **230 Keith Rd., Currie, NC 28435**

WHEREAS, Agent desires foundation work to be carried out for the Property as per the “**Scope of Work**” specified below and in the specifications provided by the Agent to Contractor and Contractor has agreed to perform such work for the Property, on the terms and conditions mentioned herein below.

SCOPE OF WORK

Contractor agrees to furnish labor, materials, services, and equipment for a total sum of **\$31,300.00** to complete following work:

Demo:

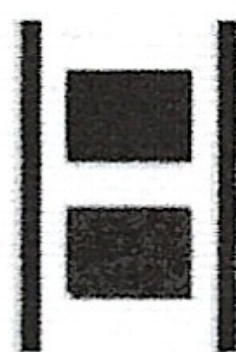
- Remove existing masonry foundation/remove offsite

Footing:

- Excavate and form 24" for concrete footing
- Pour 24x10 continuous 3000 psi concrete footing with 2 #5 bars with reinforcing chairs 8' oc
- Pour additional (6) pier footings) center beam support
- Install vertical dowels into footing (4) per pier

CMU wall:

- Build 20 new 8x8x16 cmu piers perimeter/center support
- Extend vertical rebar entire height of pier
- Grout all cells
- Install strapping for new banding



Coastal Foundations

Phone: 252-242-4400

Email: robyn.coastalfoundations@gmail.com

QUOTE

QUOTE NO. 260.A

DATE: 03/16/2021

TO Mike Moser
910-473-2911 / mose2911@gmail.com
C/O Woodrow Lloyd
230 Keith Rd., Currie, NC 28435

The following is our proposal to complete the below specified work at the above property.

Demo:

- Remove existing masonry foundation/remove offsite

Total Price - \$3,200

Footing:

- Excavate and form 24" for concrete footing
- Pour 24x10 continuous 3000 psi concrete footing with 2 #5 bars with reinforcing chairs 8' oc
- Pour additional (6) pier footings) center beam support
- Install vertical dowels into footing (4) per pier

Total Price - \$5,600

CMU wall:

- Build 20 new 8x8x16 cmu piers perimeter/center support
- Extend vertical rebar entire height of pier
- Grout all cells
- Install strapping for new banding

Total Price - \$15,400

Sill Plates/Beams

- Install double pt 2x12 banding on all perimeter walls
- Nail/bolt strapping from piers to new 2x12 banding

Total Price - \$7,100

Grand Total - \$31,300

We will not be underbid. If you receive a price from an equally qualified & insured contractor, please let us know.

Due to the recent fluctuation of lumber prices, there may be an additional charge for treated and untreated lumber.

Sill Plates/Beams

- Install double pt 2x12 banding on all perimeter walls
- Nail/bolt strapping from piers to new 2x12 banding

The foundation work of Property is also subject to any changes in the Plans and Specifications as may be required by federal, state or local governmental authorities. Agent acknowledges that any substitution or change to the foundation repair may occur during construction and agrees that so long as the Property is substantially in compliance with the Plans and Specifications, acceptance of any such minor deviations will not be unreasonably withheld.

***Exclusions; if applicable:** concrete testing, dumpsters, sanitary facility, temporary supply of water & electric, designer, surveyor & permit fees, and any unforeseen conditions (after house lift) resulting in added costs to remain compliant by code, cost due to any damages due to lifting, all costs due to contaminated or unstable soils, winter protection, stone underdrain, dewatering, all work not specifically described in proposal.*

1. **QUALITY**

- a. Contractor shall use trained and experienced workmen having all necessary skills needed to satisfactorily complete the work. Contractor shall finish the work on schedule.
- b. Contractor shall perform the work in a workmanlike manner according to industry standard practices. Any deviation from agreed specifications, involving extra costs, will be executed only after written confirmation of Agent is obtained in advance.

2. **PAYMENT SCHEDULE**

1. Deposit/material order (due approx. 2 weeks prior to start) - \$15,000
2. Upon completion of CMU wall - \$13,000
3. Once home is set down - \$3,300

***Any pre-approved additional cost will be paid as per an additional work order agreement between the Parties.**

3. **TERMINATION**

Agent shall have the option to terminate this Agreement in writing to the contractor within three (3) days from signed date if agent wishes to dissolve the contract.

***Exclusions; if applicable:** concrete testing, dumpsters, sanitary facility, temporary supply of water & electric, designer, surveyor & permit fees, and any unforeseen conditions (after house lift) resulting in added costs to remain compliant by code, cost due to any damages due to lifting, all costs due to contaminated or unstable soils, winter protection, stone underdrain, dewatering, all work not specifically described in proposal.*

*This is a quotation for the above listed labor and materials. The above work is to be performed in a professional and workman like manner with payments due based upon a payment schedule to follow upon signing of agreement. A signed additional work order will be needed for any added work not included in original quote. This quote is valid 90 days from issuance.

Coastal Foundations is fully insured with general liability and workers compensation coverages.

THANK YOU FOR YOUR BUSINESS!



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Dee Turner

DATE: May 17, 2021

SUBJECT: Approval of Pender County Juvenile Crime Prevention Council's Annual Plan and Funding Recommendations for FY 2021-2022

SUMMARY:

The Juvenile Crime Prevention Council (JCPC) is a state mandated county board and one of their tasks is administering the distribution of state funds for programs serving youth who are currently in the juvenile justice system or are at-risk of entering it. The amount of funding is based on a youth per capita basis within the county. It is anticipated that Pender County will receive \$153,959 for fiscal year 2021-2022. To receive these funds, the JCPC must complete an Annual Plan, which a major component is doing an assessment summary of the risks, needs and available resources for the youth of Pender County. As a result of the assessment summary, the following needs were determined and prioritized: 1) Psychological Assessments, 2) Counseling, 3) Substance Abuse Prevention and Education, 4) Sexual Offender Evaluation and Treatment, 5) Parent and Family Skill Building, 6) Interpersonal Skill Building, 7) Vocational Skill Building, 8) Community Service and Restitution, and 9) Teen Court. A request for proposals was advertised for programs that could meet these identified needs. Based on the proposals received, the Pender County JCPC recommends that the following programs receive funding: Psychological Services \$58,000, Customized Youth Development Training \$35,000, Teen Court and Community Services/Restitution \$39,259, Systematic Training for Effective Parenting (STEP) \$15,000 and JCPC Administration \$6,700 for a total of \$153,959.

ACTION REQUESTED:

Approval of the Pender County Juvenile Crime Prevention Council's Annual Plan and Funding Recommendations for FY 2021-2022

Juvenile Crime Prevention Council County Plan

Pender County

For FY 2021-2022

Table of Contents

- I. Executive Summary
- II. County Funding Plan
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. County Juvenile Crime Prevention Council Request for Proposals
- VI. Funding Decisions Summary
- VII. Funded Programs Descriptions

Attachments:

Executive Summary

The Pender County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated the County Plan.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Pender County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

JCPC Action Plan Progress:

Over the past year, the JCPC has worked diligently to recruit new members and increase community awareness. As a result the JCPC has increased participation at the JCPC meetings; Board vacancies have been filled; and various agencies began participating in the monthly meetings. This has not only benefited the JCPC, but also the community as agencies that work with families and children become aware of the various services offered in Pender County.

As a result of JCPC funded programs, there has been a decrease in the number of petitions filed, adjudication and probation cases. The Community Service program continues to serve a large number of youth and the Restitution program assists youth and their families by being able to repay victims for crimes committed. More youth were able to receive alcohol and drug treatment while non-residential and residential programs/group homes had a decrease in referrals. The JCPC programs in Pender County continue to make a difference by serving the youth in the County and decreasing juvenile delinquent activity.

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency Pender County.

- Psychological Assessments
- Counseling
- Substance Abuse Prevention/Education
- Sexual Offender Evaluation and Treatment
- Parent/Family Skill Building
- Interpersonal Skill Building
- Vocational Skills
- Community Service and Restitution
- Teen Court

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs on a quarterly basis. (Please see Attached Monitoring Reports)

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Juvenile Justice and Delinquency Prevention (NC DJJDP) Funds to the following Programs in the amounts specified below for the upcoming fiscal year: (See JCPC Funding Allocations page):

1. Psychological Services \$58,000
2. Customized Youth Development Training \$35,000
3. Teen Court & Community Service \$39,259
4. Systematic Training for Effective Parenting (STEP) \$15,000

(Please see attached program description pages)

The JCPC further recommends that the following amount be allocated from the NC DJJDP funds for the administrative costs of the Council for the upcoming fiscal year: \$6,700

Respectfully Submitted,

Dee Turner

Chair, Pender County Juvenile Crime Prevention Council
March 13, 2021

Pender County
NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$153,959 Local Match: \$ \$49,464 Rate: 10%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Administration	\$6,700						\$6,700	
2	Psychological Services	\$58,000			\$30,237			\$88,237	34%
3	Customized Youth Development Training	\$35,000			\$3,500			\$38,500	9%
4	Systematic Training for Effective Parenting (STEP)	\$15,000			\$6,935			\$21,935	32%
5	Communities in Schools	\$39,259			\$8,792			\$48,051	18%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	\$153,959			\$49,464			\$203,423	24%

The above plan was derived through a planning process by the Pender County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-2022

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Lee Turner 5/3/21
 Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ initial plan ☐ update ☐ final

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

Reviewed by _____	Area Consultant	Date _____
Reviewed by _____	Program Assistant	Date _____
Verified by _____	Designated State Office Staff	Date _____

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

ver 03/04/2016

Juvenile Crime Prevention Council Organization

	Name	Organization	Title
Chairperson	Dee Turner	Pender County Parks & Recreation Dept.	Director
Vice-Chairperson	Shirley Steele	Pender County Health Department	Director of Nursing
Secretary	Bob Speight	Division of Juvenile Justice	Chief Court Counselor
Treasurer	Bob Speight	Division of Juvenile Justice	Chief Court Counselor
Assessment Committee Chairperson	Bob Speight	Division of Juvenile Justice	Chief Court Counselor
Funding Committee Chairperson	Bert Wilson	Member at Large	Community Member

Number of members: 17

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
July 2020	no meeting	not applicable
August 21, 2020	13	Yes
September 18, 2020	13 members	Yes
October 2020	no meeting	not applicable
November 20, 2020	13 members	Yes
December 2020	no meeting	not applicable
January 15, 2021	13 members	Yes
February 19, 2021	14 members	Yes
March 26, 2021	12 member	Yes
April 23, 2021		
May 21, 2021		
June 2021	no meeting	not applicable

**SUMMARY REPORT OF THE
PENDER COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE**

- I. Risk Assessment Summary**
- II. Needs Assessment Summary**
- III. Resource Assessment Summary**
- IV. Summary of Gaps and Barriers in the Community Continuum**
- V. Proposed Priority Services for Funding**

Overview of Data

Pender County has experienced significant population growth in the past year. Even though the population grew, the number of youth seen at intake remained consistent, having only seen nine additional youth over the previous year. The number of youth approved for a diversion plan or contract is high, which is good as it keeps juveniles from coming into court. The number of non-school based complaints decreased significantly while school based complaints rose slightly over the previous year. Pender County only had one youth admitted to a YDC.

The risk level of non-court involved JCPC youth indicates that nearly three fourths of the youth are at a high level risk for future offending if interventions are not put in place. The rate of court involved youth in JCPC programs are at a 73% percent risk of future involvement in the juvenile justice system without intervention. In essence, without JCPC funded programs, non-court involved youth are at a much greater risk of future offending.

Part I. Risk

The Risk and Needs Assessment Committee reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior. For some youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

County Risk Factor Observations: FY 2018-2019

- 62% of youth are rejected by their peers, associate with negative peers and/or associate with gang members
- 72% of youth have moderate to serious school discipline problems
- 30% of youth have some level of substance use and/or needs assessment/treatment
- 42% of youth had one or more prior referrals to juvenile court.

Part II. Needs

The Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning. As with the Juvenile Risk Assessment, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages which with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence

County Elevated Needs Observations: FY 2018-2019

- 35% of youth have medium to high needs
- 3 out of 4 youth referred to Juvenile Justice have moderate to serious school behavior problems.
- 44% of youth have mental health that needs further assessments
- 1 in 4 youth report that they have some level of substance use/abuse
- 61% of youth have negative peer relationships
- 47% of parents reported they have marginal or inadequate parenting skills
- 30% of families reported they live in a home with domestic discord or violence

Part III. Summary of the Existing Community Resources

- Juvenile Psychological Services (JCPC funded)
- Community Service & Restitution program (JCPC funded)
- Counseling Services & Anger Management (JCPC funded)
- Alexander Youth Network / MST
- Integrated Family Services Mobile Crisis
- Teen Court (JCPC funded)
- Coastal Horizons - Counseling Services & Anger Management for Adolescents (includes parent component), Incredible Years and In-Home Counseling services
- AMI Kids
- Strategic Behavioral Health
- The Matthew 25 Center
- Cooperative Extension 4H services
- PORT inpatient substance abuse facility
- Smart Start
- STAR Academy (Alternative Learning Program within the school system)
- Organized youth athletic organizations (i.e. soccer, baseball, basketball, cheerleading)
- GREAT (Pender County Sheriff's Office)
- PATH (Pender Alliance Teen Health school based health center)
- Pender County Schools – Second Step, PBIS, Rachel's Challenge, Multi-tiered Student Support System (MTSS), Elementary After School program

- Pender County Parks and Recreation Department (Middle School Summer Enrichment Camps, Elementary Summer Day Camps, Sports Camps)
- Brigade Boys and Girls Club – Positive Action, Smart Moves, Smart Kids, Street Smarts, Health Habits and Triple Play. Programs include components for drug and alcohol prevention, healthy eating habits and positive peer relationships.
- Communities in Schools – Baby Fast, Afterschool programming for middle school and high school, summer programming for middle school and high school
- Crisis Text Line – county wide through Pender High School
- Coastal Horizons - Incredible Years and Strengthening Families

Part IV. Summary of Gaps and Barriers in the Continuum of Services

- Continued need for additional comprehensive mental health services
- Rapid access to PRTF services for court involved kids, regardless of ability to pay or third party coverage. The gap is the access to PRTF services that are not denied, based on diagnosis, legal status or the ability to pay.
- Activities and opportunities for youth to participate in, in a safe environment
- Transportation
- The committee recognizes the need for increased employment opportunities for parents in order to strengthen families and improve socioeconomic status and access to better housing
- Mentoring Program

Part V. Proposed Priority Services for Funding

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available in the community and sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

The Committee proposes that the following services in ranked order be approved as the funding priorities for FY 2021-2022

- Psychological Assessments
- Counseling
- Substance Abuse Prevention/Education
- Sexual Offender Evaluation and Treatment
- Parent/Family Skill Building
- Interpersonal Skill Building
- Vocational Skills
- Community Service and Restitution
- Teen Court

Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Teen Court	☒ Meets funding priority ☒ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☒ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☒ Addresses gang participation ☒ Other juveniles participate in the community service program as part of their sentence ☐ Other ☐ Would increase funding to this service if funds were available
Court Psychological Services	☒ Meets funding priority ☒ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☒ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☒ Addresses gang participation ☐ Other ☐ Would increase funding to this service if funds were available
Community Service & Restitution	☒ Meets funding priority ☒ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☒ Addresses gang participation ☐ Other ☐ Would increase funding to this service if funds were available
Mt. Calvary Leadership Development Program	☒ Meets funding priority ☒ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☐ Addresses parental accountability ☒ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☒ Addresses gang participation ☒ Other Teaches job/employment skills ☐ Other ☐ Would increase funding to this service if funds were available
Systematic Training for Effective Parenting (STEP)	☒ Meets funding priority ☒ Compatible with research ☒ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☒ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Would increase funding to this service if funds were available
	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Would increase funding to this service if funds were available
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Juvenile Crime Prevention Council Funding Decisions Summary

	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other
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	☐ Would increase funding to this service if funds were available
	☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Other ☐ Other
	☐ Would increase funding to this service if funds were available

Program Not Funded	Reason for Not Funding (Check all that apply)
My Community Resource Center	☒ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☒ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of it's type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other

Juvenile Crime Prevention Council Action Plan: FY: 2021-2022

Goal: To prevent or reduce delinquent behavior

Objective	Activities	Output/Outcome Measures	Evaluation/Results	Person(s) Responsible	Timeframe
1.0 To reduce alcohol and substance abuse/use by 20 % among juveniles served	Intervention/Prevention programs Substance Abuse Assessments & referrals Drug Screens	Program Tracking Monitoring by JCPC Drug Screens Referrals to programs (i.e. Psychological Services, GREAT) NC-JOIN data	At the end of the first year, there were no alcohol offenses, previous year there was 1 and there were 3 drug offenses, down from the previous year of 5. This is well within the 5% reduction that the Council anticipated.	Court Counselors Psychological Services Family & child	5% each year for the next four years
2.0 To reduce subsequent complaints by 16 % among juveniles served	Psychological Assessments Inpatient Treatment Group Counseling Consultations Teen Court diversions JCPC / community programs Contracts & Plans	JCPC Monitoring # of complaints filed in NC-JOIN Unsuccessful contracts		Court Counselor Community Programs JCPC programs Family & child	4% annually for the next 4 years

3.0 To reduce violations of community supervision by 12 % among juveniles served	Enforce supplemental contracts Electronic Monitoring use Reduce school suspensions Psychological Assessments	NC-JOIN data Referrals to out of home placements & treatment		Court Counselors Child & family Psychologist Treatment staff	3% annually for the next 4 years
4.0 To reduce subsequent convictions by 12 % among juveniles served	Out of Home placements Enforce supplemental contracts Electronic Monitoring use Reduce school suspensions Psychological Assessments	NC-JOIN data Referrals to out of home placements & treatment		Court Counselor Child & family Psychologist Treatment staff	3% annually for the next 4 years
5.0 To fulfill 80 % of restitution contracts to victims	Out of Home placements Provide opportunities for restitution Assess & refer youth to appropriate service providers Ensure adequate funds allocated for the restitution bank	Community Services client tracking forms Timesheets and progress reports from worksites		Court Counselor Child Worksite personnel	2.5% increase over the next 4 years

6.0 To increase parental accountability by 20 % among parents of juveniles served	Psychological Services Parenting class by DJJDP Enforce supplemental contracts	Number of show causes on parents client tracking data from Skills for Success program # of DSS referrals for abuse & neglect	Court Counselor Child & Family Therapist/Social Worker	5% each year for the next 4 years
7.0				
8.0				
9.0				

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Goal:

Objective	Activities	Output/Outcome Measures	Evaluation/Results	Person(s) Responsible	Timeframe
1.0 To reduce alcohol and substance abuse/use by 20% of youth served	Implementation of a drug awareness prevention program, GREAT program, psychological services program	NC-JOIN data, Risk and Needs assessment data	Youth reporting no substance abuse has increased by 15% over the previous FY and those needed assessments or treatment has decreased 15%	DJJDP staff, Psychological Services staff, Pender County schools	Previous FY
2.0 To reduce subsequent complaints by 16%	DJJDP staff, Teen Court program, Community Service program, Psychological Services program	NC-JOIN data, Risk and Needs data	Juveniles with only one (current) complaint has decreased 14% in the last 3 years	DJJDP staff, Psychological Services staff, Outpatient Mental Health Counseling for Anger Problems, Pender County schools, Teen Court and Community Service staff	Previous 3 FYs.

3.0 Reduce violations of community supervision by 12%	DJJDP staff, Teen Court program, Community Service program, Psychological Services program	NC-JOIN data, Risk and Needs data	Juveniles with no prior adjudications has decreased 8% over the previous 2 FYs.	DJJDP staff, Psychological Services staff, Outpatient Mental Health Counseling for Anger Problems staff, Pender County schools, Teen Court and Community Service staff	Previous 2 FYs.
4.0 To reduce subsequent convictions by 12%	DJJDP staff, Teen Court program, Community Service program, Psychological Services program	NC-JOIN data, Risk and Needs data	Juveniles with no prior convictions decreased 8% in the previous 2 years.	DJJDP staff, Psychological Services staff, Outpatient Mental Health Counseling for Anger Problems program, Pender County schools, Teen Court and Community Service staff	Previous 2 FYs
5.0 To fulfill 80% of restitution contracts to victims	Community Service program staff, DJJDP staff	NC-JOIN data, Community Service data	95% of youth eligible for restitution received it and were able to pay victims.	Community Service staff	Previous 4 FYs
6.0 To increase parental accountability by 20% among parents of juveniles served.	DJJDP staff, Psychological Services staff, Pender County schools, Teen Court and Community Service staff	NC-JOIN data, Risk and Needs data	Parents willing and able to supervise increased 11% over the previous FY but there was a 18% decrease compared to the data from 2 years ago. This is attributed to a downturn in the economy.	DJJDP staff, Psychological Services staff, Outpatient Mental Health Counseling for Anger Problems program, Pender County schools, Teen Court and Community Service staff	Previous 2 FYs

Goal:

Objective	Activities	Output/Outcome Measures	Evaluation/Results	Person(s) Responsible	Timeframe
1.0					
2.0					
3.0					
4.0					
5.0					
6.0					

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
31494	NAME OF COMPONENT: Juvenile Psychological Counseling BRIEF DESCRIPTION: This component provides individual and family psychotherapy utilizing mixed treatment approaches (Cognitive Behavioral Therapy (CBT), Trauma-Focused CBT, Dialectical Behavior Therapy (DBT), Motivational Interviewing, Sex Offender Specific Pathways Curriculum) to at risk, delinquent and adjudicated court referred youth and their families to improve their targeted delinquent behaviors, familial functioning and reduce recidivism by replacing the behaviors with healthy prosocial behaviors.

COMPONENT ID #	COMPONENT INFORMATION
31495	NAME OF COMPONENT: Juvenile Psychological Assessment BRIEF DESCRIPTION: This component provides Comprehensive Clinical Assessments, Substance Abuse Assessments, Psychological Evaluations, Psychosexual Risk Assessments and Sex Offender Specific Evaluations that result in diagnoses and treatment recommendations for at risk, delinquent and adjudicated court referred youth with the overriding goal to improve their targeted delinquent behaviors and familial functioning, and to prevent future court involvement.

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
32103	NAME OF COMPONENT: Customized Youth Development Training BRIEF DESCRIPTION: The key themes that this program will address include enhancing and improving entrepreneurship skills, improving community engagement along with leadership and management fundamentals that will contribute to the participants having increased opportunities including employment possibilities.

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
32019	NAME OF COMPONENT: Systematic Training for Effective Parenting (STEP) BRIEF DESCRIPTION: Systematic Training for Effective Parenting (STEP) is an evidence-based skills training for parents on how to handle misbehavior, discouragement, discipline, and the problems that face every parent-teen relationship.

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
31552	NAME OF COMPONENT: CIS Gives Back - Restitution & Community Service BRIEF DESCRIPTION: CIS Gives Back will provide juvenile offenders an opportunity to be held accountable for their actions, while giving back to their community. The program will partner with local organizations such as schools, churches, civic groups, government entities, and non-profit agencies to facilitate opportunities for the juvenile to earn money pay restitution to their victims. It will offer the opportunity to repair some of the harm caused by their actions, while providing service to the community.

COMPONENT ID #	COMPONENT INFORMATION
31553	NAME OF COMPONENT: CIS Teen Court BRIEF DESCRIPTION: CIS Teen Court will provide Pender County youth with an opportunity for diversion from juvenile court. Trained adult and youth volunteers will act as court officials and hear complaints against eligible offenders who are currently enrolled in school, admit guilt and have no prior criminal history. Sentence recommendations will be made as appropriate and may include community service, restitution, participation in future Teen Court proceedings and skill-building programs.



Pender County

TO: Board of County Commissioner

FROM: Tommy Batson

DATE: May 17, 2021

SUBJECT: Resolution Approving adoption and use the NCEM Debris Monitoring Contracts Debris Tech (Primary), CDR McGuire (Secondary) and Thompson Consulting Service (Tertiary Contractor).

ACTION REQUESTED:

Resolution Approving adoption and use the NCEM Debris Monitoring Contracts Debris Tech (Primary), CDR McGuire (Secondary) and Thompson Consulting Service (Tertiary Contractor).



REQUEST FOR BOARD ACTION

ITEM NO. _____

DATE OF MEETING: May 17, 2021

REQUESTED BY: Tommy Batson, Emergency Management Director

SHORT TITLE: Resolution Approving adoption and use the NCEM Debris Monitoring Contracts Debris Tech (Primary), CDR McGuire (Secondary) and Thompson Consulting Service (Tertiary Contractor).

BACKGROUND: A RFP for a new debris contract was put out for bid the end of August 2020 by NCEM. Bids were opened by the state and the primary, secondary and tertiary contractors awarded. County staff completed a RFP in early 2021 and after a lack of adequate response, it was decided to recommend the state NCEM awarded contracts for debris monitoring. This also allows to put a contract in place without having to complete an additional RFP. In the event of a disaster and debris monitoring is need, a Notice to Proceed with the State contractors will be completed. We understand this is not a budgeted line item and staff will work with the county finance director for funding during an event require debris monitoring.

SPECIFIC ACTION REQUESTED: To consider a resolution approving using the North Carolina Emergency Management Debris Monitoring Contract Debris Tech (Primary), CDR McGuire (Secondary) and Thompson Consulting Service (Tertiary Contractor).

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners NCEM Debris Monitoring Contracts Debris Tech (Primary), CDR McGuire (Secondary) and Thompson Consulting Service (Tertiary Contractor).
The County Manager/Chairman shall have the authority to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown _____ Newton _____ McCoy _____ Piepmeyer _____ Williams _____

George R. Brown, Chairman

05/17/2021
Date

ATTEST

05/17/2021
Date



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-015121-DAD

Regional Prepositioned Debris Monitoring

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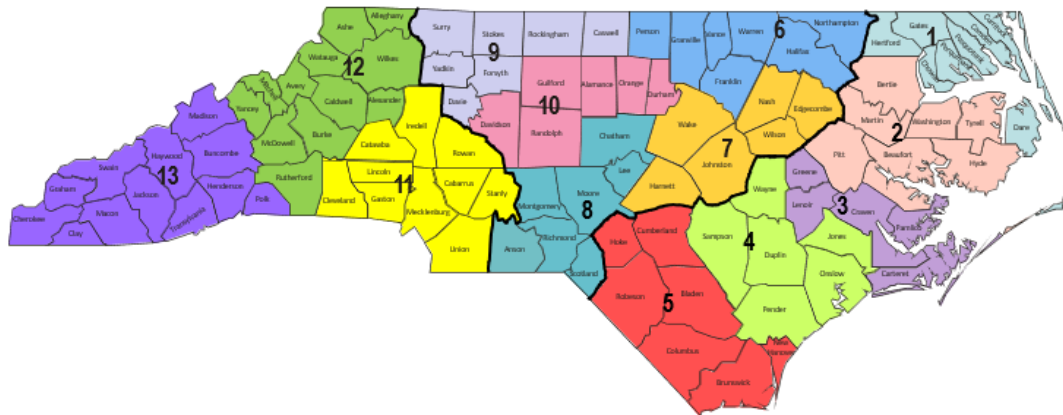
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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting Bids to acquire the services of a qualified Vendor(s) to enter into pre-event contracts with activating entities at no immediate or annual cost to NCEM for the following services: Vendors shall provide disaster recovery services in the way of debris monitoring services resulting from a natural or manmade disaster in order to eliminate immediate threats to public health and safety and assist in community disaster recovery. This is a multi-jurisdiction solicitation; however, each Activating Entity will contract directly with the awarded Vendor entirely in the Activating Entity's sole discretion.

This Invitation for Bid, hereafter, IFB, is designed to solicit Bids from qualified Vendors for thirteen regional contracts to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges and all Vendors are encouraged to research, prior to bid submission, the areas described below, and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT I.

- Region 1** – Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank and Perquimans Counties
- Region 2** – Beaufort, Bertie, Hyde, Martin, Pitt, Tyrell and Washington Counties
- Region 3** – Carteret, Craven, Greene, Lenoir, Pamlico and Wayne Counties
- Region 4** – Cumberland, Duplin, Jones, Onslow, Pender and Sampson Counties
- Region 5** – Bladen, Brunswick, Columbus, Hoke, New Hanover and Robeson Counties
- Region 6** – Franklin, Granville, Halifax, Northampton, Person, Vance and Warren Counties
- Region 7** – Edgecombe, Harnett, Johnston, Nash, Wake and Wilson Counties
- Region 8** – Anson, Chatham, Lee, Montgomery, Moore, Richmond and Scotland Counties
- Region 9** – Caswell, Davie, Forsyth, Rockingham, Stokes, Surry and Yadkin Counties
- Region 10** – Alamance, Davidson, Durham, Guilford, Orange and Randolph Counties
- Region 11** – Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union Counties
- Region 12** – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, McDowell, Mitchell, Watauga, Rutherford, Wilkes and Yancey Counties
- Region 13** – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Polk, Swain and Transylvania Counties



Entities that are eligible to activate a debris monitoring services contract awarded by the activating entity pursuant to this IFB include eligible entities as outlined in 44 CFR 206.221(e) and may include the following: counties, incorporated municipalities, public school systems, community colleges, other units of government located within a geographic region, and state agencies such as the NC Department of Transportation, constituent institutions of the University of North Carolina, and other state agencies with the legal responsibility for management of state-owned property, and as indicated below, including but not limited to local roads, rights of ways, federal aid highways, state roads, government maintained

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public property, and/or drainage easements, within a geographic region. Entities activating a debris monitoring services contract are referred to in this IFB as "Activating Entities."

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

- (a) State and local governments.
- (b) Private non-profit organizations or institutions which own or operate a private nonprofit facility as defined in § 206.221(e).
- (c) Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

Quantities referenced in this document represent the best available estimates of the State's requirements. Each disaster is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from soliciting bids to acquire additional debris removal services, nor shall it be construed to require the State to purchase services beyond its actual requirements.

This is a multi-vendor awarded contract to ensure the needs of the Activating Entity are met; however, no quantities are guaranteed.

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the IFB's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.5 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's Bid. This applies to any language appearing in or attached to

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the document as part of the Vendor's Bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the Bid non-binding or subject to further negotiation. *Vendor's Bid shall constitute a firm offer.*

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Bid as nonresponsive.

Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	July 10, 2020
Voluntary (highly encouraged) Pre-bid Meeting (virtual)	State	July 21, 2020 at 2:00 PM ET via WebEx
Submit Written Questions	Vendor	July 24, 2020 by 2:00 PM ET
Provide Response to Questions	State	July 28, 2020
Submit Bids	Vendor	August 10, 2020 by 2:00 PM ET
Contract Award	State	As soon as possible after evaluation
Contract Effective Date	State	Immediately upon contract execution

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best Bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to angie.dunaway@ncdps.gov by the date and time specified above. Vendors should enter "**19-IFB-015121-DAD Questions**" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date and time, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its Bid has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each Bid when received. Any Bid submitted after the Bid deadline will be rejected.

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Mailing address for delivery of Bid via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)

Bid Opens: 8/10/2020 at 2:00 pm ET

BID NUMBER: **19-IFB-015121-DAD Debris Monitoring**

Attn: Angie Dunaway
North Carolina Department of Public Safety
Purchasing and Logistics
3030 Hammond Business Place
Raleigh, NC 27603

Attempts to submit a Bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

- a) Submit **one (1) signed, original** Bid response, **two (2) un-redacted copies**, **one (1) redacted copy** and **one (1) electronic** version on a flash drive. The electronic (flash drive) version shall be an exact replica of the hardcopy and shall contain two (2) files – **un-redacted** version and, if required, **redacted** (Proprietary and Confidential Information Excluded; and, Federal ID number removed). All shall be submitted simultaneously with the Bid response to the address identified in the table above.

Electronic file(s) shall NOT be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

- b) Submit your Bid in a **sealed** package. Clearly mark the outside of the package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) Bid, each Bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids may be subject to rejection unless submitted with the information above included on the outside of the sealed Bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

Public Bid Opening. All bids will be opened in public at the following location: **DPS Purchasing and Logistics, 3030 Hammond Business Place, Raleigh, NC 27603.**

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all information requested in this IFB consistent with all IFB instructions may constitute grounds for rejection of the Bid. Vendor IFB responses shall include the following items and those attachments shall be arranged in the following order:

- a) **SECTION 1:** Completed and signed pages requiring information and/or execution.
- **FEDERAL EMPLOYER IDENTIFICATION**, IFB page 2
 - **EXECUTION PAGE**, IFB page 3
 - Any **ADDENDA** released in conjunction with this IFB (if required to be returned)

- **REFERENCES** (ref § 4.6)
 - **PROOF OF INSURANCE** (ref § 5.11)
 - **PROOF OF ABILITY TO SECURE PAYMENT & PERFORMANCE BOND** (ref § 5.12)
 - **PROJECT MANAGER/TRANSMITTING NOTICE TO PROCEED** (ref § 6.1)
 - **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**
 - **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**
 - **ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION**
 - **ATTACHMENT H: CERTIFICATION REGARDING LOBBYING**
- b) **SECTION 2:** Download, complete and print the **Excel PRICE file**. The link to the price file is located in Attachment A – Pricing. The “PRICE” file on the flash drive shall be in .XLS format and shall be an exact replica of the printed information that appears in Section 2 of the submitted hardcopy.
- c) **SECTION 3:** Entire **body of the IFB** (including signature on all attachments where requested).
- d) **SECTION 4: Detailed response** for the following **items**. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.
1. **Corporate Background and Experience**
This section shall include background information on the organization and should give details of experience with similar projects, (ref § 4.5).
 2. **Outsourcing**
Detail the manner in which the Vendor intends to utilize resources or workers located outside of the United States, (ref § 3.5 and Attachment D).
 3. **Project Organization**
This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. Including information verifying their qualifications and experience.
 4. **Technical Approach**
This section shall include, in narrative, outline, and/or graph form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work (ref § 5) of this IFB, including the training plan for staff assigned to this project.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **ACTIVATING ENTITY:** Eligible Applicants for FEMA PA Assistance to activate the IFB, enter into the contract with the Vendor for debris removal services, and issue the Notice to Proceed.
- b) **ACTIVATING ENTITY CONTACT:** Representative of the Activating Entity who corresponds with Vendors that contract with the Activating Entity and that administers the contract for the Subrecipient Activating Entity.
- c) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- e) **CONTRACT LEAD:** Representative of the North Carolina Department of Public Safety who corresponds with potential Vendors and activating entities concerning the debris removal project.
- f) **DEBRIS MONITORING SERVICES CONTRACTOR:** The Vendor activated by the Activating Entity as the Activating Entity's contractor for Debris Monitoring services.
- g) **DPS:** Department of Public Safety
- h) **ELIGIBLE DEBRIS:** All disaster-related debris located on local roads, rights of ways, federal aid highways, state

roads, government maintained public property, and/or drainage easements.

- i) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- j) **ET:** Eastern Time
- k) **FEMA:** Federal Emergency Management Agency
- l) **FHWA:** Federal Highway Administration
- m) **IFB:** Invitation for Bid
- n) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters
- o) **NC DEQ:** North Carolina Department of Environmental Quality
- p) **NCEM:** North Carolina Emergency Management
- q) **PDAT:** FEMA Procurement Disaster Assistance Team
- r) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.
- s) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.
- t) **QUALIFIED BID:** A responsive Bid submitted by a responsible Vendor.
- u) **PPDR:** Private Property Debris Removal
- v) **PREPOSITIONED:** A contract established prior to a disaster that can be enacted as needed.
- w) **REDACTED:** Copy of the Vendors bid response **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors; including the removal of the Vendors federal identification number.
- x) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- y) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.
- z) **SHOULD:** Denotes that which is recommended, not mandatory.
- aa) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- bb) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- cc) **USACE:** U.S. Army Corp of Engineers
- dd) **UN-REDACTED:** Copy of the Vendors bid response unedited including all confidential and/or proprietary information.
- ee) **VENDOR:** Supplier, Vendor, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law. Activating entities shall enter into separate contracts with Vendors by issuing a Notice to Proceed which incorporates by reference all pricing, terms, and conditions of the contract awarded by NCEM pursuant to this IFB.

All qualified bids will be evaluated and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to Vendor(s) for all line items per Geographic Region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of

the Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. It is the State and the Activating Entity's intention to have primary, secondary, and tertiary Vendors available to appropriately respond to the magnitude of the event. Vendors may be awarded more than one region, but consideration will be paid toward capacity to ensure activation by all eligible areas would not overwhelm the Vendors resources and detrimentally effect North Carolina's recovery. Vendors cannot be awarded the monitoring contract (this IFB) and the hauling contract (a separately issued IFB) for the same geographic region as described in Section 1.0 PURPOSE AND BACKGROUND.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in bids received.

Pursuant to 2 CFR § 200.323, NCEM has conducted an independent cost analysis in conjunction with this procurement. Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Method of Award as outlined herein.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS

From the issuance date of this IFB through the date the contract is awarded, each Vendor submitting a Bid (including its representatives, sub-Vendors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's Bid or qualifications, the contents of another Vendor's Bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of Bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's Bid may be disqualified if its sub-Vendor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to Bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Bid Evaluation Process as outlined herein.

The State will conduct a One-Step evaluation of Bids:

- a) Bids will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this IFB.
- b) All Bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.
- c) At that date and time, the Bid from each responding Vendor will be opened publicly and the name of the Vendor will be announced.
- d) At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the evaluators

are not required to request presentations or other clarification—and often do not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor.

- e) Bids will generally be evaluated to ensure completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below. Contracts will be awarded on a low-cost per Geographic Region basis; with the intent to have a primary, secondary, and tertiary Vendor to appropriately respond to the magnitude of the event.
- f) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.
- g) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the IFB have been evaluated.
- h) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.
- i) Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other Bids lacked merit, but that the selected Vendors met the standard of responsive and responsible at a lower overall cost.

3.4 EVALUATION CRITERIA

All qualified Bids will be evaluated and award made based on whether or not the requirements listed in this IFB have been met. If all requirements have been met then the remaining Vendors will be awarded solely on a low-cost basis. Minimum requirements include, but are not limited to, completion of Attachments A, D, E, F, H and J. If additional pages are necessary to fully answer questions presented in the listed attachments, please clearly label those answers.

Vendor should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the Activating Entity. The evaluators may randomly select any of Vendor's references, but the evaluators' reserve the right to contact all the references listed. The failure of the Vendor to list all similar contracts within the past three (3) years may result in the rejection of the Vendor's Bid. **Vendors shall disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance.** The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the past three (3) years. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts. Award of a contract to one Vendor does not mean that the other Bids lacked merit.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the Activating Entity
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State and Activating Entity's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State and Activating Entity's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State and Activating Entity's information technology

- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department and the Activating Entity; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. All provisions of the North Carolina General Contract Terms and Conditions (ATTACHMENT C) and Required Elements for Utilization of Federal Funds (ATTACHMENT G) shall apply to and be incorporated by reference into a Notice to Proceed issued by an Activating Entity. References to "NCEM," "State," or "State of North Carolina" in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds shall also mean the Activating Entity which has issued a Notice to Proceed to Vendor(s). Vendor(s) shall be bound to the Activating Entity by all provisions in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds to the same extent as Vendor(s) are bound to the State under a contract awarded pursuant to this IFB. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether Bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Activating Entity's needs as described in the Invitation for Bid. Except as specifically stated in the Invitation for Bid, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a Bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a Bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better Bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). This Agreement may be extended, upon agreement, for two (2) additional one (1) year periods.

4.2 PRICING

Bid price shall constitute the total cost to Activating Entity to complete performance in accordance with the requirements and specifications herein, including all applicable charges, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: FEE SCHEDULE and include the Fee Schedule in your Bid.

4.3 INVOICES

The Vendor must submit any and all invoices directly to the Activating Entity in accordance with Section 5.

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable or lacks the financial resources to fully perform the services required under the contract(s). From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State and the Activating Entity within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

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4.5 VENDOR EXPERIENCE

In its Bid, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor shall **provide any FEMA courses/certifications** or formally documented work-related experience relative to performing the duties referenced in Section 5.0 (SCOPE OF WORK).

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	E-MAIL

4.7 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State or the Activating Entity.

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead or the Activating Entity contact. Vendor shall notify the Contract Lead or the Activating Entity of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State or Activating Entity will approve or disapprove the requested substitution in a timely manner. The State or the Activating Entity may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State or Activating Entity may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State or Activating Entity under this Contract. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State and Activating Entity. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials, vehicles, and all other equipment necessary for the Vendor to provide and deliver the Services.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

Pursuant to NCGS 166A-19.12, NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b and at 44 CFR Part 206, including but may not be limited to, 44 CFR 206.224. Under the FEMA PA Program, the "Recipient" is the grant administrator for the funds. The "Recipient" is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients." 2 CFR 200.86, 44 CFR 206.202, and the FEMA PA Program and Policy Guide June 1, 2020. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." FEMA PA Program Overview. Subrecipients are "the government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of the funds provided." 44 CFR 206.201. The Subrecipient is the non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency." 2 CFR 200.93 and the FEMA PA Program and Policy Guide June 1, 2020. Under this IFB, NCEM is a Recipient. The Activating Entity is a Subrecipient. The Vendor is a contractor of the Activating Entity Subrecipient under this IFB.

NCEM is taking measures to ensure our communities are abundantly prepared to respond in the event of a natural or manmade disaster, or other potential events. Activation of the contract by the Activating Entity is strictly voluntary. No entity is required to purchase goods and services available under a contract awarded pursuant to this IFB; the intention is to allow entities the best available services at the best available price.

The extent and severity of the natural disasters to affect North Carolina have shown the need to have pre-positioned debris removal monitoring services contracts available for local governments and State Agencies to activate as necessary. Therefore, NCEM has developed this IFB for the Activating Entity to activate and award contracts for these services in the thirteen separate geographical regions around the state as identified in Section 1.0 of this IFB. The primary purposes of this bid offering for regional debris removal monitoring services are to provide a system for monitoring the removal of debris in the event of a disaster that ensures that:

1. All debris removal performed within a local government in the region is done properly and expeditiously;
2. All debris removal activities are eligible for reimbursement, where reimbursement is available; and
3. All debris removal activities are conducted in compliance with State, NCEM, FEMA, and FHWA guidelines and all applicable federal, state and local law and regulations.

While it is anticipated that these monitoring services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster events. If

the event is a non-declared disaster event, the cost of services provided during a non-declared disaster event may not receive reimbursement under the FEMA or State PA Program. Additionally, services may be performed within a municipality or in unincorporated areas at the direction of an Activating Entity.

It is a requirement of this bid offering that the successful Vendor be able to provide the services set out in these bid specifications in full compliance with all State, NCEM, FEMA, FHWA guidelines and regulations and all federal, state, and local law and regulations applicable at the time work is performed to ensure reimbursement under the FEMA Public Assistance Program or from another federal funding source, if reimbursement is available. Any conflict with the language included in these specifications shall be construed to comply with State, NCEM, FEMA, and FHWA requirements, including but not limited, the requirements promulgated under Title 2 U.S. Code of Federal Regulations, Part 200, and 44 CFR Part 206.

The monitoring services contractor (hereinafter referred to as "monitoring services contractor") or debris monitoring services contractor will work closely throughout the project with Activating Entity personnel. The Activating Entity and the debris monitoring services contractor/ monitoring services contractor will provide the names, contact information, and program areas of appropriate local and debris monitoring services contractor personnel.

5.1 SERVICES ACTIVATION PROCEDURES

Any Activating Entity shall be authorized under the terms of the contract between the Activating Entity's awarding authority and the successful Vendor (hereinafter sometimes referred to as "debris monitoring services contractor" or "contractor") to activate the contract in the event of a disaster within its jurisdiction warranting the need for debris removal and/or disposal activities. No entity shall be required to activate the services of the debris monitoring services contractor. However, in the event an entity desires to utilize the services of the debris monitoring services contractor, the entity will forward to the Vendor a written Notice to Proceed on a form prepared for that purpose.

The debris monitoring services contractor will be required to respond to the Notice to Proceed within 24 hours of its receipt and to activate its forces as soon as weather and safety conditions allows as directed by the Activating Entity.

Once activated, the debris monitoring services contractor shall provide the services set out in this IFB to the extent necessary to meet the needs of the entity.

The debris monitoring services contractor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a project manager, in the region requested by the Activating Entity within 24 hours of receipt of the written Notice to Proceed. **Each Vendor shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the debris monitoring services Vendor.** Project communication contacts for the Activating Entity shall be detailed in the Notice to Proceed delivered by the Activating Entity. The debris monitoring services Vendor shall be responsible for coordinating with these designated representatives to ensure compliance with the 24-hour mobilization requirement is met.

Upon activation, Vendor shall perform or participate in the Activating Entity's initial debris quantity estimating. Vendor shall use debris quantity estimates to create a work plan and establish a not-to-exceed contract price for performance of all debris removal activities required under the Notice to Proceed. A not-to-exceed contract price is required by 2 C.F.R. 200.318(j)(1). The not-to-exceed contract price shall be based on initial debris quantity estimates multiplied by the applicable pricing in Vendor's Contract awarded by NCEM. The not-to-exceed contract price shall be provided to the Activating Entity along with the work plan within 7 days of receipt of the Notice to Proceed.

All activities conducted for the Activating Entity shall be performed during daylight hours. The Vendor may work seven days per week, including holidays. However, the Activating Entity may suspend all operations due to inclement weather.

5.2 TRAINING REQUIREMENT

The debris monitoring services vendor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet State, NCEM, FEMA, and FHWA requirements, and where possible or required by State, NCEM, FEMA, or FHWA rules or regulations, shall involve personnel from either or all of these agencies. Proof of training shall be provided to the Activating Entity when responding to a Notice to Proceed. **The Vendor must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.**

5.3 SCOPE OF SERVICES

The Vendor must demonstrate in its bid documents that the debris monitoring services it shall be capable of performing includes each of the following services in compliance with all State, NCEM, FEMA, and FHWA guidelines and regulations and applicable federal, state and local law and regulations to any of the entities in the region for which the contract is awarded. As there may be a need for simultaneous performance of services of the contract in more than one jurisdiction in the region at the same time, the successful Vendor must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the Vendor is awarded the regional debris monitoring services contract under this IFB.

Vendor shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the State, NCEM, FEMA, and FHWA and all applicable federal, State and local laws and regulations in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris monitoring services contractor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide V.4 (June 2020) and any potential updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy or guidance

In addition to the compliance requirements above, the debris monitoring services vendor shall comply with requirements under **2 C.F.R. §200.321**. The awarded Vendor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

The affirmative steps must include:

- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as North Carolina Department of Administration Office of Historically Underutilized Businesses, the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

All Vendors shall document their efforts to comply with the above-described affirmative steps in their bid documents if subcontractor pricing is solicited in preparing a response to this IFB. The awarded Vendor shall document efforts to comply with the above-described affirmative steps in securing subcontractors to perform pursuant to a Notice to Proceed issued by an Activating Entity.

Except by written consent and agreement of the Activating Entity, the debris monitoring services vendor is expected to complete all activities for an Activating Entity within 180 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the Activating Entity that the last load of debris has been delivered unless there is a written extension of time granted by the Activating Entity. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the Vendor and the Activating Entity and, where applicable, approved by NCEM, FEMA, and FHWA. The contract shall provide for the assessment of liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

5.4 PROJECT MANAGEMENT AND WORK FORCES

The debris monitoring services vendor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The debris monitoring services vendor may use contract labor for this function and is encouraged to employ local residents and subcontractors in the Activating Entity.

5.5 PROJECT MANAGER

The debris monitoring services vendor shall have a project manager assigned to the Activating Entity at the time of contract activation and shall provide the Activating Entity with adequate contact information regarding this person in its initial response to the Notice to Proceed. **The Vendor must demonstrate in his or her bid documents that he or she will be able to assign a project manager to an Activating Entity at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal and monitoring activities and/or NCEM, FEMA, and FHWA related issues.

Additionally, the project manager shall perform, at a minimum, each of the following duties:

- (1) contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected
- (2) remain within the Activating Entity region during all work hours throughout the length of the project
- (3) schedule and coordinate daily debris removal monitoring activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
- (4) provide documents and estimates to the Activating Entity to assist the entity in planning and executing the debris removal activities
- (5) attend and participate in meetings and press conferences with designated entity personnel as determined necessary by the Activating Entity
- (6) oversee and supervise all debris removal and disposal monitoring activities throughout the project
- (7) regularly communicate with designated Activating Entity and debris monitoring services contractor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities
- (8) provide input to the Activating Entity to improve efficiency of monitoring collection and removal of debris
- (9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.6 FIELD WORKERS

In addition to the project manager, the monitoring services vendor shall provide an adequate number of field workers to accomplish the functions of the contract under the direction of the project manager. The Activating Entity shall approve the number of field workers assigned to work on the contract. The monitoring services vendor may use contract labor for this function. All field workers, including contract workers, shall report to and work under the supervision of the project manager. **The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.**

5.7 CLERICAL STAFF AND SUPERVISOR

The monitoring services vendor may be compensated for non-field work clerical staff performing administrative functions necessary for performance of the contract as approved by the Activating Entity. This includes personnel performing functions such as billing, invoicing, and other contract-related administrative services, data systems personnel, GIS services, and the like. Clerical staff consists of personnel who perform some or all of the duties listed herein. Clerical Supervisors are managerial personnel proficient in all duties listed herein and who oversee work performed by the clerical staff utilized under this contract. The Activating Entity shall approve the number of clerical staff and supervisors assigned to work on the contract. All clerical staff working on this activity shall be billed at the same hourly rate. All clerical supervisor(s) working on this activity shall be billed at the same hourly rate. The monitoring services vendor shall only bill for actual hours these personnel spend on work related to the contract.

5.8 FIELD DOCUMENTATION OF WORK

The monitoring services vendor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these bid specifications and those required under State, NCEM, FEMA, and FHWA guidelines and regulations. Additionally, where applicable, the monitoring services vendor shall communicate with FEMA to ensure the documentation being utilized satisfies FEMA verification requirements. **The Vendor must demonstrate in his or her bid documents the ability to properly document all activities as required herein.**

5.9 FIXED SITE MONITORING

The monitoring services vendor, utilizing adequate experienced personnel, shall oversee the inspection of disposal and unloading sites by providing monitoring, verification of load capacity and quantities, and documentation at designated temporary disposal sites. All personnel working on this activity shall be billed at the same hourly rate. **The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** Services of these monitors will include at a minimum each of the following:

- (1) completing load tickets recording debris removal vendor haulers' cubic yardage and other record keeping that may be necessary
- (2) signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area
- (3) remaining in constant contact with designated debris removal management personnel
- (4) performing other duties as directed by designated debris removal management personnel
- (5) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (6) adequately documenting and recording all required measurements and computations
- (7) ensuring debris is properly separated and not co-mingled at the disposal and unloading site
- (8) performing safety inspections of all vehicles, equipment and all elements of the disposal sites

5.10 FIELD DEBRIS MONITORING

The monitoring services vendor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal vendor's loading crews. All personnel working on this activity shall be billed at the same hourly rate. **The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

- (1) providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal
- (2) utilizing maps developed by the Activating Entity and debris removal vendor related to location of debris and progress of removal
- (3) determining debris eligibility and the estimation of debris to be removed
- (4) documenting all collection activity of trucks and trailers used to transport debris
- (5) issuing load tickets at the loading site for each load with multiple copies to ensure compliance with State, NCEM, FEMA, and FHWA policy and to provide for quality assurance
- (6) inspecting the area for safety concerns and considerations including, but not limited to, downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes
- (7) ensuring recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal vendor
- (8) performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the county right of way
- (9) documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
- (10) transmitting damage information to the Activating Entity within 24 hours of the incident for their records and information
- (11) ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
- (12) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (13) adequately documenting and recording all required measurements and computations

- (14) properly monitoring and recording performance and productivity of debris removal crews
- (15) remaining in constant contact with designated debris removal management personnel
- (16) ensuring that loads are properly contained before leaving the loading area
- (17) ensuring that only eligible debris is collected for loading and hauling
- (18) performing safety inspections of all vehicles, equipment and all elements of the work sites
- (19) performing other duties as directed by designated debris removal management personnel and/or designated Activating Entity personnel

“Eligible debris” is all disaster-related debris located on county roads, rights of ways, federal aid highways, state roads, county-maintained public property, and/or drainage easements provided:

- (1) The debris complies with current or future State, NCEM, FEMA, and FHWA debris eligibility guidelines and regulations;
- (2) The removal of the debris is the legal responsibility of the Activating Entity; and
- (3) The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility

5.11 BONDING AND INSURANCE

All Vendors **shall provide adequate documentation to demonstrate** ability to satisfy the following **requirements related to insurance, bonding, and payment of liquidated damages**:

General and Professional Liability Insurance

The debris monitoring services vendor shall maintain such general and professional liability insurance as will protect the Vendor and any Activating Entity from any claims for Worker’s Compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the Activating Entity as a result of the denial of State, NCEM, FEMA, and FHWA reimbursement due to the errors and/or negligence of the debris monitoring services vendor. Such insurance shall be written by companies authorized to do business in North Carolina.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the debris monitoring services vendor:

General Liability:

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Automobile Liability:

\$1,000,000 – Bodily injury and property damage combined coverage. Any automobile including hired and non-owned vehicles. Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

Statutory Workers Compensation as required under North Carolina law Employers Liability:

\$500,000 – Limit each occurrence. The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

Umbrella Coverage:

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

5.12 PAYMENT AND PERFORMANCE BOND

The debris monitoring services vendor shall also be required to execute a payment and performance bond equal to 100% of the estimated cost of a project conducted on behalf of any Activating Entity within 10 days of a receipt of a Notice to Proceed. All Vendors **shall include in their bid proof of ability to secure such payment and performance bond as evidenced by letter of credit from a bank holding deposits for the Vendor's company or a statement from a surety company satisfactory to demonstrate the Vendor's ability to secure such bond** in the event required due to activation by one or more of the entities included in the regional contract executed with the successful Vendor.

Additionally, the debris monitoring services vendor shall be required to post a **contractual performance bond in the amount of \$1,000,000 prior to execution of the contract** between NCEM and the successful debris monitoring services vendor. Intended awarded Vendors shall only be required to provide one bond to NCEM regardless of the number of geographic regions awarded. This bond shall be made payable to the NCEM on behalf of the entities in the region and shall be called in on behalf of an Activating Entity in the event that a Vendor fails to acknowledge and execute, in the prescribed time, a proper Notice to Proceed, or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each Vendor must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

5.13 PRICING AND PAYMENT PROCEDURES

The Vendor shall include his or her bid pricing schedule on the attached Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing.

The Activating Entity shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The debris monitoring services vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 60 days prior to any reimbursement by an Activating Entity. An Activating Entity may agree to reimburse the debris monitoring services vendor within a shorter time frame, but shall not be contractually required to make any payments in less than 60 days. After the initial 60-day period expires, the Vendor shall be entitled to payment for the first 30 days of work performed by the Vendor in an Activating Entity after the Notice to Proceed provided the Vendor has satisfactorily performed the functions required under the contract. The Activating Entity shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed;
- Debris monitoring services vendor reports to Activating Entity within 24 hours of notice;

- Debris monitoring services vendor submits bill to Activating Entity for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project;
- At the end of the second 30-day period, the Activating Entity remits payment for the first 30-day period if satisfactory work has been performed;
- Process continues until work is completed and all payments have been made. By submitting a bid Vendor acknowledges and accepts these terms.

Payment for work completed may be invoiced on a monthly basis after the initial 60-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the Vendor in response to this IFB.

The debris monitoring services vendor shall be expected to work diligently and efficiently to complete the debris removal and disposal monitoring project in any Activating Entity in the shortest time possible. The Activating Entity may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the Vendor during any period for which a payment is due. Additionally, the Activating Entity shall recover from the Vendor any delay costs caused by the acts or omissions of the Vendor or his or her agents.

The Activating Entity may also withhold payment or final payment for reasons including, but not limited to the following:

- (1) unsatisfactory job performance or progress,
- (2) defective or disputed work,
- (3) failure to comply with material provisions of the contract,
- (4) third party claims filed,
- (5) damage to the Activating Entity's right of way or other Activating Entity-maintained properties, or
- (6) reasonable evidence that a claim will be filed.

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 60 days of the certification of completion of the project by the Activating Entity, provided the debris monitoring services vendor has filed all contractually required documents and certification of the activation entity, including acceptable evidence of the satisfaction of all claims or liens.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in "Contact Information for Transmitting the Notice to Proceed".

Angie Dunaway, Purchasing Director, NC Department of Public Safety, Division of Emergency Management, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228, is designated as the Contract Officer for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202.

Kevin Kasai, NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275, is designated as the Contract Lead for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202 concerning administrative and operational issues of this contract.

The Vendor shall designate and make available to the Activating Entity a project manager. The project manager shall be the Activating Entity's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

Bid Number: 19-IFB-015121-DAD

Vendor: _____

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

**PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION
WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:**

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Bid Number: 19-IFB-015121-DAD

Vendor: _____

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11			
12			
13			

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity, and State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity, or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or under the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either entity to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the Activating Entity, Vendor and State.

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Bid Number: 19-IFB-015121-DAD

Vendor: _____

ATTACHMENT A: FEE SCHEDULE

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.

The below information is demonstrative of all categories of work that Vendor will be required to provide costs for, and will appear in the Excel PRICE file that is subsequently linked. **The Vendor shall download the Excel PRICE file located at <ftp://ftp1.ncem.org>**, populate the only the Vendor's pricing in the Cost column or if additional personnel is believed necessary the Title column. For submission Vender shall print a copy of the Excel PRICE and also provide in electronic flash drive to the Vendor's response, clearly showing for which Region as described Section 1.0 PURPOSE AND BACKGROUND.

PRICE File download at <ftp://ftp1.ncem.org> (Please copy and paste address into a Chrome browser to access).

Username: debmonitoring

Password: Nc3mD3br1s!

VENDOR'S HOURLY RATE FORM

<u>POSITIONS</u>	<u>\$ HOURLY RATES</u>
Project Manager	\$ _____
Operations Manager	\$ _____
Scheduler/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____
Administrative Assistants	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
TOTAL	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates, as needed.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY by SIGNING:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late Bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of Bids.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all Bids, to waive any informality in Bids and, unless otherwise specified by the Vendor, to accept any item in the Bid.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to execute page 1 of the IFB (Execution Page) in the designated space shall render the Bid non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this Bid, each Vendor shall submit with its Bid any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous Bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a Bid without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
- All copies of the Bid are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all Bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
11. **HISTORICALLY UNDERUTILIZED BUSINESSES**: The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
12. **RECIPROCAL PREFERENCE**: Reserved.
13. **INELIGIBLE VENDORS**: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
14. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its Bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
15. **PROTEST PROCEDURES**: When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.
- Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
16. **MISCELLANEOUS**: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and

construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. **COMMUNICATIONS BY VENDORS:** In submitting its Bid, the Vendor agrees not to discuss or otherwise reveal the contents of its Bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the Bids (i.e., after the public opening of the Bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's Bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF BID:** Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this IFB and in formal Addenda issued through IPS.
22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of Bids.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's Bid.
24. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT:

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.
- b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
- d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

4. TAXES: Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 60 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
7. **NON-DISCRIMINATION:**
- a) The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
 - b) The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
- a. Vendor warrants to the best of its knowledge that:
 - i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
 - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
 - b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired

from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.

- c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. TERMINATION FOR CONVENIENCE: If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 15 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees

engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. GENERAL INDEMNITY: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. ELECTRONIC PROCUREMENT:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) Reserved.

c) Reserved.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

17. SUBCONTRACTING: Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's

Bid shall include approval to use the subcontractor(s) that have been specified therein.

- 18. CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

- 19. CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 *et seq.*

- 20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Vendor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

- 21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- 22. ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's Bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

- 25. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

- 26. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it

is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. **PREA:** "The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, Vendor or party. Staff, volunteers, vendors, Vendors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, Vendor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, Vendors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DPS Communications office at (800) 368-1985.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above."

29. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/SAM> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that Vendors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Vendors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Vendors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State and Activating Entity, of the relocation of the Vendor, employees of the Vendor, sub-Vendors of the Vendor, or other persons performing services under the Contract outside of the United States ☐ YES ☐ NO

NOTE: All Vendor or sub-Vendor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

Bid Number: 19-IFB-015121-DAD

Vendor: _____

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Activating Entity and Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor submitting this IFB a Historically Underutilized Business? ☐ Yes ☐ No

b) Is Vendor a Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

If the awarded Vendor plans to subcontract with minority businesses, women's business enterprises and labor surplus area firms (**2 C.F.R. §200.321**) indicate below the HUB subcontractor name(s). If more than one subcontractor will be utilized, please enter "See Attached" and provide an additional page to list all required information with clearly defined Region's.

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
1				
2				
3				
4				
5				
6				

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Vendor: _____

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
7				
8				
9				
10				
11				
12				
13				

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

To the extent applicable, the following are the requirements that Vendor must agree to in order to be awarded any contract under this IFB. If Vendor is unwilling to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this IFB the Vendor affirms this condition, as directed in the VENDOR EXPERIENCE SECTION 4.5 section of this IFB. This affirmation is a material condition for the State's award of any work under this IFB.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** If through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:
 - a. **Notice to Cure.** NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.
4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Vendor.
5. **Equal Employment Opportunity.** During the performance of this contract, the Vendor agrees as follows:
 - a. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- d. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

6. **Anti-Discrimination.** Vendor will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).

- c. *Withholding for unpaid wages and liquidated damages.* NCDEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).
- d. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- a. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Vendor agrees to report each violation to NCEM and the activating entity and understands and agrees that NCEM and the activating entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Vendor agrees to report each violation to NCEM and the activating entity and understands and agrees that NCEM and the activating entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by NCEM and any activating entity. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM and any activating entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the NCEM the certification. See Attachment H.

11. Procurement of Recovered Materials.

- a. In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Women and Minority Owned Businesses. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Vendor to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned

businesses in total value of work performed for the State.

13. **Access to Records.** The following access to records requirements apply to this contract:

- a. The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the activating entity access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, NCEM, the activating entity, and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Vendor agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

14. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with Activating Entity, State or NCEM. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.

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19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
20. **DHS, Seal, Logo, and Flags.** The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: DEBRIS QUANTITY FORECAST

The chart below provides forecasts of debris quantities for each county in the State of North Carolina. County data is grouped by geographic region. The forecast is based on the USACE hurricane debris estimating model; model assumptions are listed below. This chart is provided for informational purposes only to assist Vendors in understanding the variations among geographic regions in the state. Fees quoted in Attachment A shall be based on a unit of one (1).

Assumptions:

<u>Population</u>	<u>Vegetation</u>	<u>Commercial</u>
</=59,999	Heavy	Light
60,000-199,999	Medium	Medium
>/=120,000	Light	Heavy

County	Zone	Population (2019)	Household H = P/3 (H)	Storm Assumption Cat 3 (C)	Vegetation Density (V)	Commercial Density (B)	Wet Storm (S)	Debris Forecasting in cyds (Q)
Camden	1	10,710	3570	26	1.5	1	1.3	180,999.00
Chowan	1	14,029	4676	26	1.5	1	1.3	237,090.10
Currituck	1	27,072	9024	26	1.5	1	1.3	457,516.80
Dare	1	36,501	12167	26	1.5	1	1.3	616,866.90
Gates	1	11,573	3858	26	1.5	1	1.3	195,583.70
Hertford	1	23,659	7886	26	1.5	1	1.3	399,837.10
Pasquotank	1	39,639	13213	26	1.5	1	1.3	669,899.10
Perquimans	1	13,422	4474	26	1.5	1	1.3	226,831.80
Beaufort	2	47,079	15693	26	1.5	1	1.3	795,635.10
Bertie	2	19,026	6342	26	1.5	1	1.3	321,539.40
Hyde	2	5,230	1743	26	1.5	1	1.3	88,387.00
Martin	2	22,671	7557	26	1.5	1	1.3	383,139.90
Pitt	2	179,914	59971	26	1.1	1.3	1.3	2,898,654.43
Tyrrell	2	4,131	1377	26	1.5	1	1.3	69,813.90
Washington	2	11,859	3953	26	1.5	1	1.3	200,417.10
Carteret	3	69,524	23175	26	1.3	1.2	1.3	1,221,953.82
Craven	3	102,912	34304	26	1.3	1.2	1.3	1,808,781.31
Greene	3	21,012	7004	26	1.5	1	1.3	355,102.80
Lenoir	3	55,976	18659	26	1.5	1	1.3	945,994.40
Pamlico	3	12,670	4223	26	1.5	1	1.3	214,123.00
Wayne	3	123,248	41083	26	1.1	1.3	1.3	1,985,689.61
Cumberland	4	332,330	110777	26	1.1	1.3	1.3	5,354,279.41
Duplin	4	58,856	19619	26	1.5	1	1.3	994,666.40
Jones	4	9,637	3212	26	1.5	1	1.3	162,865.30
Onslow	4	197,683	65894	26	1.1	1.3	1.3	3,184,936.71
Pender	4	62,162	20721	26	1.3	1.2	1.3	1,092,559.31
Sampson	4	63,626	21209	26	1.3	1.2	1.3	1,118,290.58
Bladen	5	33,190	11063	26	1.5	1	1.3	560,911.00
Brunswick	5	136,744	45581	26	1.1	1.3	1.3	2,203,128.17

Bid Number: 19-IFB-015121-DAD

Vendor: _____

Columbus	5	55,655	18552	26	1.5	1	1.3	940,569.50
Hoke	5	54,764	18255	26	1.5	1	1.3	925,511.60
New Hanover	5	232,274	77425	26	1.1	1.3	1.3	3,742,243.84
Robeson	5	131,831	43944	26	1.1	1.3	1.3	2,123,973.18
Franklin	6	67,560	22520	26	1.3	1.2	1.3	1,187,434.56
Granville	6	60,115	20038	26	1.3	1.2	1.3	1,056,581.24
Halifax	6	50,574	16858	26	1.5	1	1.3	854,700.60
Northampton	6	19,676	6559	26	1.5	1	1.3	332,524.40
Person	6	39,507	13169	26	1.5	1	1.3	667,668.30
Vance	6	44,582	14861	26	1.5	1	1.3	753,435.80
Warren	6	19,807	6602	26	1.5	1	1.3	334,738.30
Edgecombe	7	52,005	17335	26	1.5	1	1.3	878,884.50
Harnett	7	134,214	44738	26	1.1	1.3	1.3	2,162,366.49
Johnston	7	202,675	67558	26	1.1	1.3	1.3	3,265,364.48
Nash	7	94,016	31339	26	1.3	1.2	1.3	1,652,425.22
Wake	7	1,092,305	364102	26	1.1	1.3	1.3	17,598,489.96
Wilson	7	81,455	27152	26	1.3	1.2	1.3	1,431,653.08
Anson	8	24,877	8292	26	1.5	1	1.3	420,421.30
Chatham	8	73,139	24380	26	1.3	1.2	1.3	1,285,491.06
Lee	8	61,452	20484	26	1.3	1.2	1.3	1,080,080.35
Montgomery	8	27,271	9090	26	1.5	1	1.3	460,879.90
Moore	8	98,682	32894	26	1.3	1.2	1.3	1,734,434.83
Richmond	8	44,887	14962	26	1.5	1	1.3	758,590.30
Scotland	8	34,810	11603	26	1.5	1	1.3	588,289.00
Caswell	9	22,698	7566	26	1.5	1	1.3	383,596.20
Davie	9	42,733	14244	26	1.5	1	1.3	722,187.70
Forsyth	9	379,099	126366	26	1.1	1.3	1.3	6,107,790.36
Rockingham	9	90,690	30230	26	1.3	1.2	1.3	1,593,967.44
Stokes	9	45,467	15156	26	1.5	1	1.3	768,392.30
Surry	9	71,948	23983	26	1.3	1.2	1.3	1,264,558.05
Yadkin	9	37,543	12514	26	1.5	1	1.3	634,476.70
Alamance	10	166,436	55479	26	1.1	1.3	1.3	2,681,505.87
Davidson	10	166,614	55538	26	1.1	1.3	1.3	2,684,373.69
Durham	10	316,739	105580	26	1.1	1.3	1.3	5,103,087.61
Guilford	10	533,670	177890	26	1.1	1.3	1.3	8,598,135.26
Orange	10	146,027	48676	26	1.1	1.3	1.3	2,352,689.67
Randolph	10	143,351	47784	26	1.1	1.3	1.3	2,309,575.74
Cabarrus	11	211,342	70447	26	1.1	1.3	1.3	3,405,001.41
Catawba	11	158,652	52884	26	1.1	1.3	1.3	2,556,095.26
Cleveland	11	97,645	32548	26	1.3	1.2	1.3	1,716,208.52
Gaston	11	222,846	74282	26	1.1	1.3	1.3	3,590,346.19
Iredell	11	178,435	59478	26	1.1	1.3	1.3	2,874,825.76
Lincoln	11	83,770	27923	26	1.3	1.2	1.3	1,472,341.52

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Bid Number: 19-IFB-015121-DAD

Vendor: _____

Mecklenburg	11	1,093,901	364634	26	1.1	1.3	1.3	17,624,203.64
Rowan	11	141,262	47087	26	1.1	1.3	1.3	2,275,919.17
Stanly	11	62,075	20692	26	1.3	1.2	1.3	1,091,030.20
Union	11	235,908	78636	26	1.1	1.3	1.3	3,800,792.42
Alexander	12	37,353	12451	26	1.5	1	1.3	631,265.70
Alleghany	12	11,161	3720	26	1.5	1	1.3	188,620.90
Ashe	12	27,109	9036	26	1.5	1	1.3	458,142.10
Avery	12	17,505	5835	26	1.5	1	1.3	295,834.50
Burke	12	90,382	30127	26	1.3	1.2	1.3	1,588,554.03
Caldwell	12	82,029	27343	26	1.3	1.2	1.3	1,441,741.70
McDowell	12	45,507	15169	26	1.5	1	1.3	769,068.30
Mitchell	12	15,000	5000	26	1.5	1	1.3	253,500.00
Rutherford	12	66,826	22275	26	1.3	1.2	1.3	1,174,533.78
Watauga	12	55,945	18648	26	1.5	1	1.3	945,470.50
Wilkes	12	68,557	22852	26	1.3	1.2	1.3	1,204,957.83
Yancey	12	17,903	5968	26	1.5	1	1.3	302,560.70
Buncombe	13	259,103	86368	26	1.1	1.3	1.3	4,174,494.80
Cherokee	13	28,383	9461	26	1.5	1	1.3	479,672.70
Clay	13	11,139	3713	26	1.5	1	1.3	188,249.10
Graham	13	8,484	2828	26	1.5	1	1.3	143,379.60
Haywood	13	61,971	20657	26	1.3	1.2	1.3	1,089,202.30
Henderson	13	116,748	38916	26	1.3	1.2	1.3	2,051,962.85
Jackson	13	43,327	14442	26	1.5	1	1.3	732,226.30
Macon	13	35,285	11762	26	1.5	1	1.3	596,316.50
Madison	13	21,763	7254	26	1.5	1	1.3	367,794.70
Polk	13	20,611	6870	26	1.5	1	1.3	348,325.90
Swain	13	14,245	4748	26	1.5	1	1.3	240,740.50
Transylvania	13	34,215	11405	26	1.5	1	1.3	578,233.50

Bid Number: 19-IFB-015121-DAD

Vendor: _____

ATTACHMENT J: CERTIFICATION OF CAPACITY/CAPABILITIES

Name of Vendor: _____

Please answer all questions fully. If additional space is needed please provide explanations on an additional page clearly titled "Attachment J: Additional Information Provided". By signing this page Vendor certifies that all information is complete and accurate to best of Vendor's capabilities.

1. Please provide the number of direct employees of the Vendor. _____
2. Is there a minimum standard of training that all employees receive, such as FEMA ICS or NIMS training? If so please list: _____

3. List physical locations that would allow Vendor Representatives to be on site within the required 24 hours: _____

4. Please provide a brief description of the equipment immediately available to Vendor staff to ensure proper execution of the scope of work: _____

5. Please list contracts Vendor has held within the last three (3) years, with dates, that would be multijurisdictional and speak to their capacity to effectively execute this scope of work: _____

6. Please disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance: _____

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

**STATE OF NORTH CAROLINA
Department of Public Safety**

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Refer <u>ALL</u> Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	Invitation for Bids #: 19-IFB-015121-DAD
Contract Type: Open Market	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Commodity No. and Description: 9313 Humanitarian Aid & Relief	Using Agency: NCDPS – Emergency Management
	Requisition No.: n/a

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		DebrisTech, LLC	
STREET ADDRESS:	925 Goodyear Blvd	P.O. BOX:	N/A
		ZIP:	39466
CITY & STATE & ZIP:	Picayune, MS 39466	TELEPHONE NUMBER:	601-658-9598
		TOLL FREE TEL. NO:	601-658-9598
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
Brooks Wallace, President			
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 8/11/20	EMAIL:	brooks@debristech.com

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: N/A days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

FOR STATE USE ONLY: Offer accepted and Contract awarded this <u>10th</u> day of <u>September</u> , 20 <u>20</u> , as indicated on the attached certification, by <u>Angie Dunaway</u> (Authorized Representative of the NC Department of Public Safety)



Project Manager and Customer Service

Points of Contact for All Contract Related Issues

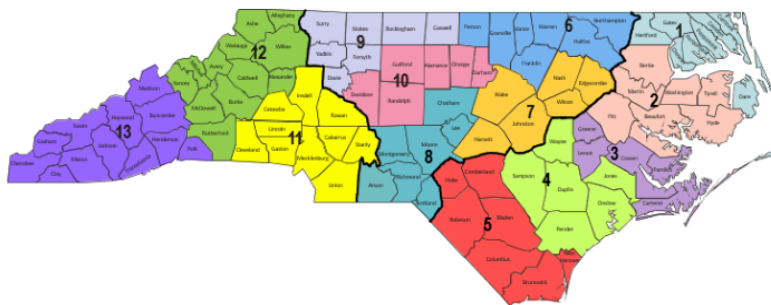
Brooks Wallace, President	601-658-9598	brooks@debristech.com
Debra McCormick, Business Manager	601-658-9598	debra@debristech.com

Contact Information for Transmitting Notice to Proceed

Brooks Wallace, President	601-658-9598	brooks@debristech.com
Debra McCormick, Business Manager	601-658-9598	debra@debristech.com

Project Manager to Respond with in 24 Hours By Region

Region	Project Manger	Contact Number	Email
1	Robert Ellis	601-467-9378	relleis@debristech.com
2	William Harrison	601-880-035	wharrison@debristech.com
3	Caleb Fortenberry	601-248-7341	cfortenberry@debristech.com
4	H. Les Dungan III	601-441-6411	les@dunganeng.com
5	Brooks Wallace	601-916-1113	brooks@debristech.com
6	Ryan Holmes	601-757-7313	ryan@debristech.com
7	Tyler Williamson	601-862-8947	twilliamson@debristech.com
8	Jeff Dungan	601-441-6184	jeff@dunganeng.com
9	Lee Mock	601-441-3424	lmock@dunganeng.com
10	Herman L. Dungan IV	601-441-8370	hdungan@debristech.com
11	John McNeese	601-441-7067	jmcneese@debristech.com
12	Hunter Austin	662-809-1023	haustin@debristech.com
13	Dennis Cruthirds	228-596-5431	dennis@debristech.com



Protecting Communities. Leading Recovery.

DebrisTech, LLC - Pricing

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POSITIONS	Hourly Rate
Project Manager	\$ 65.00
Operations Manager	\$ 55.00
Scheduler/Expeditors	\$ 1.00
GIS Analyst	\$ 1.00
Field Supervisors	\$ 45.00
Debris Site/Tower Monitors	\$ 36.00
Environmental Specialist	\$ 50.00
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ 36.00
Load Ticket Data Entry Clerks (QA/QC)	\$ 1.00
Billing/Invoice Analysts	\$ 1.00
Administrative Assistants	\$ 1.00
Field Coordinators (Crew Monitors)	\$ 36.00
 TOTAL	 \$ 328.00

OTHER REQUIRED POSITIONS (Include
Title)

TOTAL	\$ -
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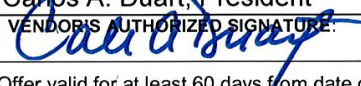
**STATE OF NORTH CAROLINA
Department of Public Safety**

Refer <u>ALL</u> Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	Invitation for Bids #: 19-IFB-015121-DAD
Contract Type: Open Market	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Commodity No. and Description: 9313 Humanitarian Aid & Relief	Using Agency: NCDPS – Emergency Management
	Requisition No.: n/a

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: CDR Maguire, Inc.		
STREET ADDRESS: 3800 Esplanade Way, Suite 108	P.O. BOX:	ZIP: 32311
CITY & STATE & ZIP: Tallahassee, Florida 32311	TELEPHONE NUMBER: 786-235-8534	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Carlos A. Duarte, President		FAX NUMBER: 786-235-8501
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 8/7/2020	EMAIL: carlos.duarte@cdrmaguire.com

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

FOR STATE USE ONLY: Offer accepted and Contract awarded this 10th day of September, 2020, as indicated on the attached certification, by Angela Dunaway (Authorized Representative of the NC Department of Public Safety)

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Carlos A. Duarte	786-235-8534	carlos.duarte@cdrmaguire.com

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Roy E. Dunn	786-235-8534	EMinfo@cdrmaguire.com

**PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION
WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:**

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1	Frank Day	786-235-8534	EMinfo@cdrmaguire.com
2	Jared George	786-235-8534	EMinfo@cdrmaguire.com
3	Lisa Harshman	786-235-8534	EMinfo@cdrmaguire.com
4	David Papin	786-235-8534	EMinfo@cdrmaguire.com
5	Sean Marr	786-235-8534	EMinfo@cdrmaguire.com
6	Ronna Bennett	786-235-8534	EMinfo@cdrmaguire.com
7	Joe Shiver	786-235-8534	EMinfo@cdrmaguire.com
8	Charston Hoskin	786-235-8534	EMinfo@cdrmaguire.com
9	Brandi Davis	786-235-8534	EMinfo@cdrmaguire.com
10	Don Day	786-235-8534	EMinfo@cdrmaguire.com

POSITIONS	Hourly Rate	
Project Manager	\$	25.00
Operations Manager	\$	25.00
Scheduler/Expeditors	\$	25.00
GIS Analyst	\$	25.00
Field Supervisors	\$	50.00
Debris Site/Tower Monitors	\$	40.00
Environmental Specialist	\$	40.00
Project Inspectors (Citizen Drop-Off Site Monitors)	\$	37.00
Load Ticket Data Entry Clerks (QA/QC)	\$	25.00
Billing/Invoice Analysts	\$	25.00
Administrative Assistants	\$	14.00
Field Coordinators (Crew Monitors)	\$	40.00
 TOTAL	 \$	 371.00

OTHER REQUIRED POSITIONS
(Include Title)

TOTAL	\$	-
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North Carolina Emergency Management

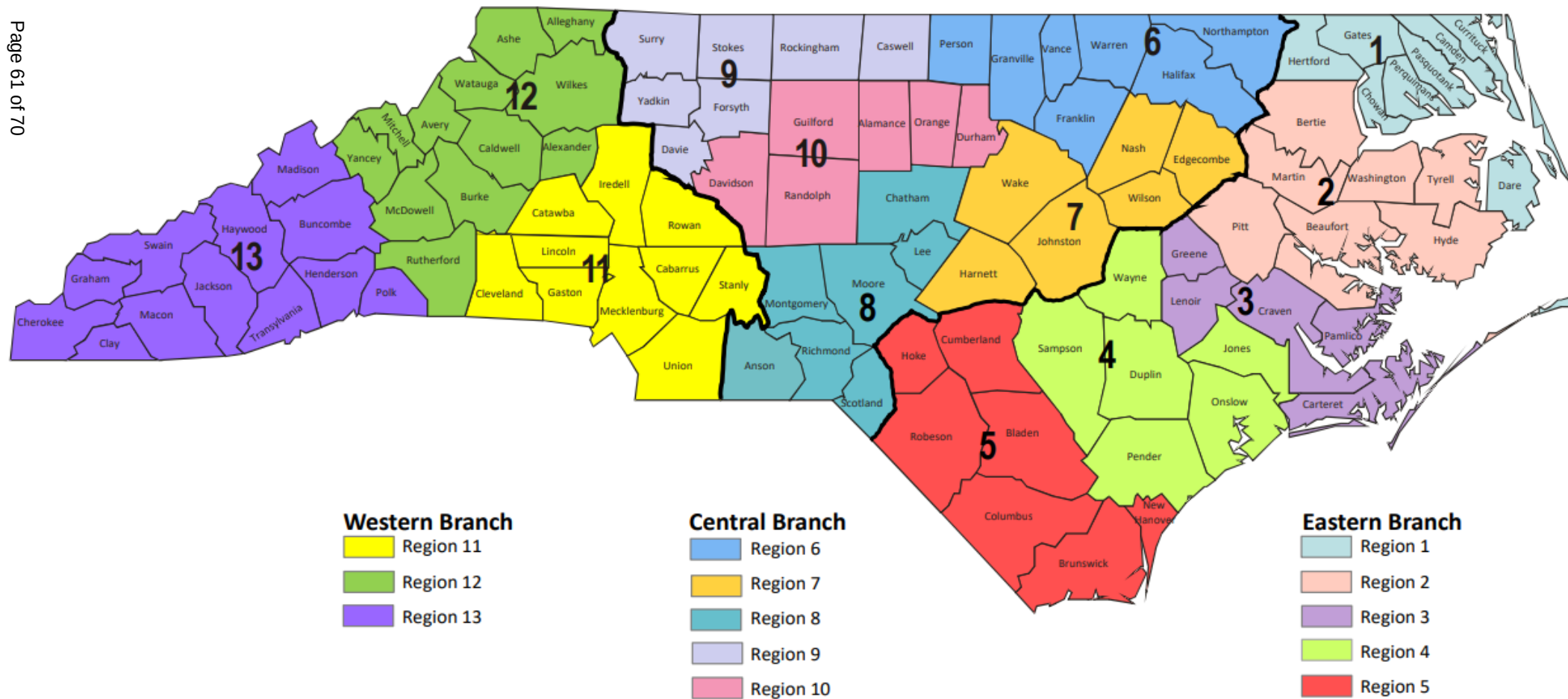


State-wide Regional Prepositioned Debris Contracts

Utilizing these Contracts

Regions

Page 61 of 70



Program Basics

- **Purpose:** To properly procure and preposition disaster debris removal and monitoring contracts that may be activated by state agencies and local governments in any disaster event, to aid in overall recovery and speed of response.
- The program is **completely voluntary**.
- Hauling and Monitoring are **independent** contracts and do not have to be activated together.
- Activating Entity will still be responsible for all aspects of the recovery process, including **fiscal management and area priorities**.



Resources

Page 63 of 70

WEBSITE

- [NCEM Debris Management Resources](#)

NC DPS - Our Organization - Emergency Management - Disaster Recovery - Debris Management

Debris Management

For Local Governments

Debris removal is one of the biggest challenges in after any disaster. From lack of available contractors, to improper monitoring, to procurement violations which impact FEMA reimbursement, debris removal problems can impede the community's recovery. To help address these challenges, NCEM encourages using prepositioned disaster debris removal and monitoring contracts for activation by local governments and state agencies.

Prepositioned Contracts

- Contracts are prepositioned in geographic regions ([see map](#)).
- NCEM is competitively bidding the contracts in full compliance with state and federal (2 CFR Part 200) procurement requirements.

Disaster Recovery

[Individual Assistance](#)

[Public Assistance](#)

[Hazard Mitigation](#)

[Debris Management](#)

[Disaster Reservists Program](#)

[Public Assistance for COVID-19](#)

EMAIL

- debris@ncem.org
- This email is maintained and answered by members of NC Emergency Management's Recovery Debris Team.

How to Activate

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1. A one page Notice to Proceed document must be forwarded to the contractor to activate the contract.
 - This document is available on the [NCEM Debris Management Resources](#)
2. Notice to Proceed should be sent to the listed Area Representative for the Contractor.
3. Primary, Secondary and Tertiary Contractors have been awarded; however, you must use the Primary Contractor unless they inform you they have reached capacity. Same with the Secondary.
4. Full terms, conditions and pricing are incorporated by reference.



Page 1 of 1

NOTICE TO PROCEED

Date: _____

Company Representative:
Contractor's Name: _____
Contractor's Address: _____

To: Region _____ Debris Removal Monitoring Services Contract Activation by _____ (hereafter referred to as Activating Entity)

Dear (Company Representative):

Pursuant to the terms of the Region _____ debris removal monitoring services contract dated _____, you (the "Contractor") are hereby given notice that Activating Entity is activating the contract for debris removal monitoring services resulting from (brief description of disaster causing activation). As per the contract, you are required to respond to this NOTICE TO PROCEED within 24 hours of receipt of this notice. Additionally, you are required to place project personnel, including the project manager, in the jurisdiction with the same 24-hour period. Please respond by contacting _____ directly at _____ upon receipt of this NOTICE to make necessary arrangements for beginning work under this Notice to Proceed. You should also sign and date this original and return it to my attention by facsimile at _____ (enter fax number) or e-mail to _____ (enter email).

To you know, your company is required to execute a payment and performance bond equal to 100% of the estimated cost of the debris removal services within 30 days of receipt of this NOTICE TO PROCEED. The estimated cost of debris removal for this activation is \$ _____. Please have this executed bond forwarded to my attention as required under the contract.

Pursuant to the contract, you are hereby instructed to submit a work plan to detail seven (7) and fourteen (14) days of projected work activity prior to beginning work in Activating Entity's jurisdiction. Please provide this plan no later than _____, and be prepared to meet with Activating Entity personnel to discuss this plan and the services the county expects to be provided to meet its needs in debris removal following this disaster. Please also keep in mind that Activating Entity may prioritize areas where your company shall perform specified activities.

Your company will have 140 days from the date of this Notice to Proceed to complete the debris removal monitoring services required under the contract. Additionally, all requirements set out in the contract and the bid specifications made a part thereof shall be complied with at all times throughout the project.

Your Activating Entity point of contact for this debris removal project is _____ (name of person) with the name of activating entity office or department: _____ (include way be contacted at telephone number and email address) and is fully authorized to administer this contract for and in the name of Activating Entity. Any questions related to the activation should be directed to her/him.

ACTIVATING ENTITY	CONTRACTOR
Name: Authorized Signature: (Leave Blank)	Name: Authorized Signature: (Leave Blank)
Printed Name: _____	Printed Name: _____

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Information Needed to Activate

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What NCEM Makes Available

- Contractor Contact Information
- Region Designation
- Contract Number and Date



Activating Entity Provides

- Activating Entity Point of Contact for Contract Matters with Contact Information
- Activating Entity Point of Contact for Work Performance Matters with Contact Information
- Estimated Debris Costs
- Required Work Plan Date

What these Contracts Are Not

1. Prepositioned Contracts do not transfer the financial responsibility. As the activating entity you will incur costs related to your own recovery will still be the applicant for FEMA Category A reimbursement in federally declared major disasters
2. Activating entities will still manage and oversee the debris operations in their respective jurisdictions (including obtaining all necessary permits).
3. NCEM will not manage local debris operations or apply for Category A reimbursement on behalf of another state agency or local government.
4. Local Governments will enter into MOAs with NCDOT for debris removal along state-designated roads as needed and under separate agreements directly with NCDOT according to NCDOT policies and procedures.

STATE OF NORTH CAROLINA
Department of Public Safety

Refer <u>ALL</u> Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	Invitation for Bids #: 19-IFB-015121-DAD
Contract Type: Open Market	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Commodity No. and Description: 9313 Humanitarian Aid & Relief	Using Agency: NCDPS – Emergency Management
	Requisition No.: n/a

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Thompson Consulting Services, LLC		
STREET ADDRESS: 1135 Townpark Avenue, Suite 2101	P.O. BOX:	ZIP: 32746
CITY & STATE & ZIP: Lake Mary, FL 32746	TELEPHONE NUMBER: 407-792-0018	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jon Hoyle, President		FAX NUMBER: 407-878-7858
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 8/5/2020	EMAIL: jhoyle@thompsoncs.net

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

FOR STATE USE ONLY: Offer accepted and Contract awarded this <u>10th</u> day of <u>September</u> , 20 <u>20</u> , as indicated on the attached certification, by <u>Angie Dunaway</u> (Authorized Representative of the NC Department of Public Safety)

Bid Number: 19-IFB-015121-DAD

Vendor: Thompson Consulting Services, LLC

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Jon Hoyle	office: 407-792-0018 cell: 321-3032543	jhoyle@thompsoncs.net

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Jon Hoyle	office: 407-792-0018 cell: 321-3032543	jhoyle@thompsoncs.net

**PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION
WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:**

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1	Ted Sowinski	407-792-0018	tsowinski@thompsoncs.net
2	Raul Cardenas	407-792-0018	rcardenas@thompsoncs.net
3	Tommy Dorsey	407-792-0018	tdorsey@thompsoncs.net
4	Keith Forrester	407-792-0018	kforrester@thompsoncs.net
5	Gary Brooks	407-792-0018	gbrooks@thompsoncs.net
6	Jeff Hollis	407-792-0018	jhollis@thompsoncs.net
7	Paul Lehman	407-792-0018	plehman@thompsoncs.net
8	Connie Stewart	407-792-0018	cstewart@thompsoncs.net
9	Kevin Parker	407-792-0018	kparker@thompsoncs.net
10	Andrew Sowell	407-792-0018	asowell@thompsoncs.net

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Bid Number: 19-IFB-015121-DAD

Vendor: _____

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11	Tiffany Thompson	407-792-0018	tthompson@thompsoncs.net
12	Collin Keogh	407-792-0018	ckeogh@thompsoncs.net
13	Jason Tasler	407-792-0018	jtasler@thompsoncs.net

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity, and State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity, or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or under the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either entity to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the Activating Entity, Vendor and State.

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PRICING

POSITIONS	Hourly Rate
Project Manager	\$ 75.00
Operations Manager	\$ 62.50
Scheduler/Expeditors	\$ -
GIS Analyst	\$ 55.00
Field Supervisors	\$ 49.00
Debris Site/Tower Monitors	\$ 31.00
Environmental Specialist	\$ 55.00
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ 25.00
Load Ticket Data Entry Clerks (QA/QC)	\$ -
Billing/Invoice Analysts	\$ 55.00
Administrative Assistants	\$ 18.00
Field Coordinators (Crew Monitors)	\$ 32.00
 TOTAL	 \$ 457.50

OTHER REQUIRED POSITIONS
(Include Title)

Automated Debris Management System	\$ 2.50
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Note: Automated Debris Management System (ADMS) will be used as alternative delivery to the Scheduler/Expeditor and the Load Ticket Data Entry Clerk (QA/QC) positions. Automation and technology provided by ADMS eliminate the need for these positions and will not be billed to the Activating Entities.

TOTAL	\$ 2.50
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Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Anthony Colon

DATE: May 17, 2021

SUBJECT: Approval of a Purchase Order to Calgon Carbon for the replacement of Granular Activated Carbon (GAC) in Contactor #4 at the Pender County Water Treatment Plant for FY21: \$60,778.

SUMMARY:

The Pender County Water Treatment Plant located on Hwy. 421 is equipped with four Granular Activated Carbon (GAC) contactors that are to enhance water quality and assist in the removal of Total Organic Carbon (TOC), thus reducing the formation of Disinfection - by - Products (DBP) and removing a great portion of Perfluoroalkyl Substances (PFAS). The life of the Granular Activated Carbon (GAC) is maintained and extended by periodically backwashing the media with finish water at a high rate. The manufacturer requires for the media to be regenerated once it loses the ability to adsorb organics, this is done by cooking the media at high temperatures destroying the organics that sits on its surface. Two out of four vessels are maintained yearly, one during the Spring months, and another one in the Fall. At this point the media has been regenerated several times, now requiring for the complete replacement with new carbon. Calgon Carbon Corporation was the lowest quote obtained out of three companies recommended by the manufacturer and neighbor utilities. A higher quote of \$70,500 was obtained by Cabot Norit America, and an email from Colin Jack, Sales Associate at JACOBI Group who declined to bid due to domestically Sourced Requirement (not being able to meet media specifications). Funding is available and provided in FY21 77-403372 Supplies - Chemicals.

ACTION REQUESTED:

To approve purchase order in the amount of \$60,778 to Calgon Carbon Corporation for the replacement of Granular Activated Carbon (GAC) on Contactor #4.

ATTACHMENTS:

Summary of quotes for carbon replacement.



CALGON CARBON CORPORATION SCOPE OF SUPPLY

Project: GAC Exchange Quote	Date: March 4, 2021
Site: Pender County WTP	Location: Burgaw, NC
Contact: Tom Hedrick 910-619-6068 cell	Contact Info: thedrick@pendercountync.gov

MEDIA PRICE**F300 GAC Turnkey Exchange Price:** \$60,778.00**ITEMS INCLUDED:**

- Product: Filtrasorb 300 Granular Activated Carbon
- Quantity: 40,000 lbs, One Vessel
- Removal of 40,000 lbs via water slurry into empty Calgon Carbon trailers for return to CCC facility for reactivation/disposal.
- Delivery of 40,000 lbs of Virgin Filtrasorb 300
- Installation by CCC field service personnel of fresh GAC into vessels
- All related labor and equipment (transfer hoses and connections), except utilities detailed below
- All freight to and from CCC facilities is included

ITEMS NOT INCLUDED IN THIS OFFER:

- Owner to provide clean water source (60 psig and 150 gpm min) for filling vessel and trailer
- Compressed air source for pressurizing vessel and trailer (100cfm at 15psig)
- Drain access for excess water from carbon transfer (gray water)
- Disinfection (if necessary) not included
- Any applicable taxes not included

SPECIAL TERMS AND CONDITIONS:

1. Unless otherwise noted, or until other Terms and Conditions are provided, this Offer is made only under Calgon Carbon Corporation's General Terms and Conditions for Purchase.
2. Pricing provided is exclusive of any Sales Tax.
3. Upon acknowledgement of any Purchase Order, the Buyer may be requested to complete a Credit Application and provide Tax Exemption Documentation.
4. The quoted price is valid for 90 days from the date of this Scope of Supply document.

SCHEDULE:

1. **Delivery:** 2-3 weeks after receipt of approved purchase order
2. **Completion:** Carbon exchange will take one full day on site.

For Information or to Place an Order, Contact:

Michael Prevade
Calgon Carbon Corp
National Account Manager
Municipal Drinking Water
michael.prevade@kuraray.com
724-417-0405



Terms and Conditions for the Sale of Carbon
(the "Terms and Conditions")

1) DEFINITIONS:

(a)	Seller:	Calgon Carbon Corporation, a Delaware corporation
(b)	Buyer:	The buyer named in the Documentation
(c)	Documentation:	The Proposal, Confirmation or Acknowledgement, as applicable, for the sale of the Products to which these Terms and Conditions are attached
(d)	Carbon:	Any carbon sold pursuant to the terms of the Documentation
(e)	Products:	The Carbon and service, collectively, described in the Documentation
(f)	Agreement:	The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation, subject to these Terms and Conditions and other terms and conditions as may be stated in the Documentation. Unless otherwise stated in the Documentation:

(a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller;

(b) Sales Tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided;

(c) Products will be billed for at the time of delivery; and

(d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice.

4) PRICING CONDITIONS:

(a) Pricing Limitations: Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) Pricing Escalations: If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor:

- (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and
- (ii) Producer Price Index of Basic Organic Chemicals.

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent adjustment to which all U.S. manufactured materials will be subject. Fees covered by this Agreement will, at no time during the contract period, be reduced.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (INCOTERMS 2010). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a twenty-five percent (25%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Product in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer, if Buyer is located outside the United States.

7) AVAILABILITY: Shipment dates (and delivery and installation dates if included in the scope of work description in the Documentation) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days



beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

9) INSPECTION: Buyer shall have the right to inspect the Products delivered under this Agreement and agrees promptly to notify Seller of any nonconformity, defective condition or breach of warranty, and unless Buyer gives prompt written notice to Seller of such breach of warranty, Buyer's rights and remedies under this Agreement shall be deemed to have been waived. No claim for breach of warranty may be made by Buyer more than ninety (90) days after date of delivery of such Product to Buyer hereunder.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity. The following provisions shall survive termination or expiration of this Agreement: Sections 2 (General), 10 (Termination), 11 (Limited Warranties), 12 (Limitation of Liability), 14 (Export Controls), 15 (Confidentiality), 18 (Applicable Law and Jurisdiction), 19 (Miscellaneous) and 20 (Entire Agreement).

11) LIMITED WARRANTIES: Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall conform to the specifications for such Products for the warranty period as published by Seller from time to time during the term of this Agreement. Seller shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after the date of delivery of the allegedly non-conforming Products by replacement of product or reperformance of services. Any Product removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPLACE A DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE GOODS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED HEREIN. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ANY ADVICE OR ASSISTANCE FURNISHED BY SELLER IN RELATION TO THE PRODUCTS SHALL NOT GIVE RISE TO ANY WARRANTY OR GUARANTEE OF ANY KIND, AND SHALL NOT CONSTITUTE A WAIVER BY SELLER OF ANY PROVISIONS OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN WRITING.

The sale of any Product pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by Seller. As such, Buyer agrees not to use the purchased Product for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, the Buyer agrees not to resell or sublicense the use of purchased Product for any use not expressly granted hereunder. **The sale of any Product pursuant to this Agreement does not grant any license, express or implied, by estoppel or otherwise, to any third party intellectual property including any combination, machine, or process in which Product may be used. Buyer agrees not to use, resell, or sublicense Product in a manner that would infringe the intellectual property rights of a third party, without first obtaining, at Buyer's expense, any necessary licenses.** Any indemnification obligations of the parties do not apply to any use of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type

of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) MODIFICATION OF PROVISIONS: This Agreement cannot be modified except by agreement in writing signed by Seller.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent (i) assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products and (ii) use subcontractors (for which Seller shall be responsible).

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.



(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, quotations, order acknowledgments, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.



P: +1 903 923 1000
F: +1 903 923 1035
W: cabotcorp.com

Cabot Norit Americas Inc.
3200 University Ave.
Marshall, TX 75670
USA

April 26, 2021

Mr. Matt Casto
WTP Superintendent / ORC
Pender County Utilities
Wilmington, NC
Via E-Mail: mcasto@pendercountync.gov

RE: GAC Supply and Turnkey Service Quotation # 20051 Rev.01
Revision to update pricing and quote expiration date

Dear Mr. Casto,

Thank you for the opportunity to offer granular activated carbon (GAC) supply and turnkey service pricing for your 40,000 lb vessels located at the Pender County WTP. We understand that the Spent Activated Carbon (SAC) contains contaminants that require disposal via landfill. Pricing is good through October 31, 2021. Please allow for a four-week lead time.

PRICING (*Due to density fluctuation actual pounds will vary. Invoice will reflect actual pounds shipped)

Item	Pounds*	Total USD
GAC300 per the below Scope of Supply	40,000	\$ 70,500.00

SCOPE OF SUPPLY:

CABOT NORIT TO PROVIDE

- ❖ Bulk supply, delivery and slurry installation of 40,000 lbs of GAC300 for (1) 40,000 lb vessel.
- ❖ Removal, transportation, and landfill disposal of 40,000 lbs of SAC.
- ❖ Supervision and labor for carbon transfer.

CUSTOMER TO PROVIDE

- ❖ Bulk truck and vacuum truck access within 100' of vessel.
- ❖ A high volume, high pressure water source (80 psi / 200 gpm minimum).
- ❖ A drainage area for excess water.
- ❖ An adequate hard surface staging area equipment and spent carbon.
- ❖ OSHA approved access to the top of the vessel (lift, scaffolding, ladder or similar)
- ❖ Forklift for Cabot's sub-contractor use (Cabot can provide for an additional fee)
- ❖ Assistance with profiling of media for landfill acceptance.
- ❖ SAC must be free flowing, free of debris, suitable for landfill, and non-hazardous.
- ❖ Customer is responsible for provision of spent carbon TCLP Analysis.
- ❖ Availability of electricity, lighting, and rest rooms.
- ❖ Service work performed during the normal Monday to Friday work-week.

PROVISIONS

- ❖ Cost for spent carbon disposal costs may be adjusted based on local landfill costs and requirements. Cost assumes SAC can be classified as non-hazardous.
- ❖ Service work performed during the normal Monday to Friday workweek.
- ❖ No wait time between spent GAC removal and virgin GAC installation.
- ❖ Service schedule cannot be changed or cancelled less than seven business days in advance of the confirmed service date without incurring significant demurrage charges for the bulk trailer.
- ❖ Pricing assumes service can be completed in one 8-hour day.
- ❖ If customer required delays are needed, add \$140 per hour for time on site past the first 8 hours. Add \$700 if an overnight stay is required - plus the per hour rate for second day on site.

Please contact me if you have any questions. We appreciate the opportunity to quote and hope we can work together on this project.

Regards,

Cabot Norit Americas Inc.



Sally Kelly
Inside Sales and Customer Care Manager

sally.kelly@cabotcorp.com
Cell: 903.930.0290

Hey Tom,

Thanks for confirming your requirements for the RFQ. Sadly, Jacobi will have to decline to bid due to the domestically sourced requirement. We understand your hands are somewhat tied due to the urgency of the informal bid.

Jacobi Carbons is the largest manufacturer and supplier of coconut-based activated carbon in the world. We have a dynamic product mix with multiple coal grades that would meet the specs required, but our focus is sustainably sourced media. Much like the coconut carbon we produce, our coal, wood, and lignite grades come in from overseas. If you are able to open next year's formal bid to non-domestically sourced media, we'd love to throw our hat in the ring.

Please keep my contact details should anything change.

Kind regards,

Colin Jack

Sales Associate

Jacobi Group

432 McCormick Boulevard, Columbus, OH 43213, United

City

↩️ ✓ Reply



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: May 17, 2021
SUBJECT: Approve Purchase Order to American Greenz for \$26,000 for
Electronics Recycling/Disposal for the Remainder of FY21

SUMMARY:

Pender Solid Waste (PSW) began using American Greenz for electronics recycling & disposal last October, following a solicitation of competitive quotes for the services. American Greenz has performed well at a much reduced cost. Staff had estimated the volume of electronics to be received for the rest of the fiscal year to determine the purchase order amount requested last Fall. However, volume has been greater than anticipated. Therefore, we need an additional PO to complete FY21.

This PO request for electronics disposal using American Greenz will provide for continuous service to our citizens through the remainder of FY21. We currently have a 3 year contract with American Greenz that started in October 2020, with potential extension to a total of 5 years.

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

ACTION REQUESTED:

Approve PO to American Greenz for \$26,000 for electronics recycling and disposal



Pender County Request for Board Action

TO:	Board of County Commissioners
FROM:	Dee Turner
DATE:	May 17, 2021
SUBJECT:	Approval of Purchase Order for Community in Schools of Cape Fear for the Juvenile Crime Prevention Council Program; Teen Court and Community Service/Restitution

SUMMARY:

The State of North Carolina occasionally has discretionary funds available for Juvenile Crime Prevention Council (JCPC) programs to apply to receive. Notice was sent to all programs throughout the State that discretionary funds were available this fiscal year. Pender County JCPC program, Teen Court and Community Service/Restitution operated by Communities in Schools (CIS) of Cape Fear, applied for \$35,000 to purchase a gently used passenger van to enable them to transport students, clients, volunteers to community service sites and/or Teen Court sessions as needed, whereby increasing access and participation to those programs. If awarded to this program, the State will send \$35,000 to Pender County to send to CIS of Cape Fear. Pender County will only act as a "pass through" agency for these monies.

ACTION REQUESTED:

Approval of a Purchase Order for Community in Schools of Cape Fear for \$35,000 for Purchase of a Van for the Juvenile Crime Prevention Council Program, Teen Court and Community Service/Restitution

JCPC Program Provider FY 2020-2021 Discretionary Funds Requests

County: Pender

Sponsoring Agency: Communities In Schools of Cape Fear

Program Name: Teen Court & Restitution (CIS Gives Back)

Allowable Category: 1. New equipment to expand or enhance the service capability of JCPC programs on a continuing basis.

Budget Category (line item)	Brief Description of Need	Discretionary Requests Amounts & Total
Transportation / 16-passenger Van	Pender County has no public transportation system, nor a taxi company. A van would enable us to transport students/clients/volunteers to community service sites and/or Teen Court sessions as needed, whereby increasing access and participation. The estimated cost includes the purchase of a gently used vehicle, inclusive of registration, title and taxes.	\$35,000.00
TOTAL (Discretionary Funds Requests, this total should not include any match amounts):		\$35,000.00



Pender County Sale of property

TO: BOCC

FROM: Chad McEwen

DATE:

SUBJECT: Approval of sale of real property PIN 2295-60-8304-0000

SUMMARY:

Parcel ID: 2295-60-8304-0000 (5 acres off of Larkins Drive, Rocky Point) - An offer was submitted on March 26, 2021 for \$5,300 by Karen Stith. According to the Deed, Pender County acquired the property in 1970 because of unpaid taxes in the amount of \$269.65. Per the Pender County GIS, the property has a tax value of \$5,250.00. The Offer, Property Map and Deed are attached for the Board's review.

ACTION REQUESTED:

Approval of sale

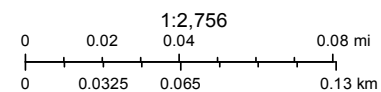


PIN: 2295-60-8304-0000
 Owner: PENDER COUNTY
 P O BOX 366
 BURGAW, NC 28425
 Deed Ref: 429/356
 Property
 Address:
 Description: OFF S/S RD 1406

Sale Price:
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 590294
 Township: LONG CREEK
 Subdivision:
 Tax Codes: G01 F25 R40

Acres: 5
 Land Value: \$5,250
 Building Value: \$0
 Total value: \$5,250
 Deferred Value: \$0
 Exempt Amount: 5250
 PCL Class: EX-1
 Heated Sq Feet:

Pender County



1 inch = 230 feet

March 26, 2021



Hi Melissa,

We spoke a little earlier. I wish to put in a bid for the property with the parcel # 2295-60-8304-0000

- All contact information for the bidder (name, phone number, mailing address)
 - Karen Stith et als, 919-720-2993, 1004 Jackson's Ridge Ct, Wilmington, NC 28411
- Property information (Parcel Number | Address)
 - # 2295-60-8304-0000; Long Creek Loop Rd, off S/S Road 1406
- Amount of Bid – We wish to place bid of \$5300

Please let me know if you have any other questions or if I need to provide additional information



**Pender County
Award of bid for FY2020-2021 Audit to
recommended firm - Martin Starnes &
Associates, CPA, P.A.**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: May 17, 2021
SUBJECT: Award of bid for FY2020-2021 Audit to recommended firm - Martin Starnes & Associates, CPA, P.A.

SUMMARY:

County Finance put out a Request for Proposal to audit firms that perform County audits in the State of North Carolina to do the County's Fiscal Year 2020-2021 audit. Of the 3 proposals, the lowest was not recommended due to previous experiences with Pender County, others did not have room in their schedule and declined to propose. Staff is recommending the next lowest proposal from a very reputable firm in the North Carolina Governmental auditing industry - Martin Starnes & Associates, CPA, P.A. Their firm profile and proposal are attached. They perform almost a quarter of County audits in North Carolina and have a very respected reputation with the NC Local Government Commission. Contract and engagement letter are available for signature should the Board choose to award to the recommended firm.

ACTION REQUESTED:

Award of bid for FY2020-2021 Audit to recommended firm - Martin Starnes & Associates, CPA, P.A.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

April 26, 2021

Pender County Finance Department
Attn: Margaret Blue, Finance Officer
805 S. Walker Street, #1578
Burgaw, NC 28425

Dear Margaret:

Thank you for the opportunity to propose on the audit of the financial statements of Pender County. We appreciate the confidence that you have shown in our firm by asking us to bid on the audit.

Our proposal is built on proven, success-based methodologies for providing a quality audit. We value the efforts and expertise put into the audit by your staff and ours.

Enclosed is a detailed proposal regarding the audit and a brief history of our firm. Also, please be sure to view our enclosed "MSA Profile" for additional information regarding our firm.

Please call me at (828) 327-2727, ext. 308, or email me at mspivey@martinstarnes.com if you need additional information.

Sincerely,



Marcela J. Spivey, CPA
Audit Partner

Enclosures

**PENDER COUNTY
NORTH CAROLINA**

**SECTION I
PROFILE OF THE FIRM
2021 – 2023**

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"



Pender County, NC

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Pender County, NC ***Executive Summary/Scope***

Firm Name:

Martin Starnes & Associates, CPAs, P.A.
730 13th Avenue Drive SE
Hickory, NC 28602

Request for Proposal – Auditing Services

Executive Summary/Scope:

It is our understanding that we will be engaged to perform an audit of the financial statements for Pender County, as required by auditing standards generally accepted in the United States of America. We will also audit the County's compliance with the specific requirements of its major federal and state programs under the guidelines of Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act and its compliance with laws and regulations, and the design of its internal control system as required by Generally Accepted Government Auditing Standards (GAGAS "Yellow Book"). Our audit opinion will include an "in relation to" paragraph specifically covering the Schedule of Expenditures of Federal and State Awards.

We will conduct the audit in a timely manner such that all necessary financial and compliance information for all funds is completed and the audit report, management letter, and other applicable reports are presented to the Finance Officer in a timely manner as outlined in the RFP each engagement year. We will work with Pender County to develop a mutually agreed-upon audit calendar that meets the completion dates requested. We will conduct periodic conferences during the audit as well as an exit conference prior to the completion of fieldwork. We will present the financial statements to the Board of Commissioners at a mutually agreed-upon time during each engagement year.

Our fees include technical assistance and guidance related to new note disclosures and GASB pronouncements during our audit relationship. The audit contract will conform to the North Carolina Local Government Commission (LGC) and be approved by the Secretary of the Commission or his designee prior to audit commencement. We will submit our invoices to the LGC for approval prior to submitting our invoices to Pender County for payment.

Our firm is best qualified to perform the audit of Pender County based on our:

- *Experience in auditing governments in North Carolina*
- *Commitment to the governmental industry*
- *Availability to our clients throughout the year*
- *Record of providing non-traditional services to our governmental audit clients*
- *Commitment to continued education and training, specifically in the governmental arena*



Pender County, NC

Section I – Profile of the Firm

❖ REQUIREMENT 1 – FIRM’S OFFICE LOCATION

The audit will be serviced by our Hickory, NC offices.

❖ REQUIREMENT 2 – TEAM ASSIGNED TO AUDIT

Your audit team will consist of the following roles in varying degrees depending on the audit issues that arise during the engagement. We view each engagement as a client of the *firm*, not a client of a specific partner or manager; therefore, if expertise is needed from within the firm, it is utilized.

Partners, Supervisors, and Staff

Five to six members of our firm will conduct the audit engagement. Members to be assigned to the engagement are as follows:

Engagement Partner – The Audit Partner’s role ends with signing the opinion letters and approving the issuance of the audited financial statements. It begins with the staff planning meeting, the client planning meeting, approving the assessment of risk in the engagement, and approving the audit plan. At our firm, the Partners are not figureheads! Since our auditors primarily serve governmental clients, the Partners are actively involved in the scheduling, staffing, and review of the audit engagement. The Partner will also have significant contact with the County’s Finance Officer should there be any concerns regarding the audit, findings that must be addressed, the service level of our staff, and conflicts of any kind. When a decision needs to be made, the client is one contact away from a decision maker.

An Audit Partner will perform the technical review of the audited financial statements. Since the Partners are not directly involved with the day-to-day audit procedures, this functions as an unbiased “forest for the trees” review of the report. Unusual relationships and fluctuations are sometimes overlooked by the team members directly involved in the engagement due to the magnitude of data they must analyze. The Audit Partners are charged with the responsibility of pre-issuance review and LGC compliance.

Manager – The Manager’s role is to manage every aspect of the engagement which includes: supervising the staff, staying in close contact with the client, monitoring the time budget, monitoring compliance with “on-time” delivery, and resolving differences of opinion within our staff and between our team and the unit. The Managers review our audit workpapers and agree the financial statements to the workpapers. The County will know the face and voice of the Manager as he/she will be intricately involved in the day-to-day management of the client relationship and the audit process.

Senior Accountant (1) – The Senior is responsible for conducting the audit from scheduling fieldwork to delivery of the audit opinions. They are also responsible for the first review of the audit workpapers and supervising the staff. The Senior will work directly with your Finance Department personnel.

Staff Accountant (2-3) – Our staff accountants are all full-time employees and perform the support function of the engagement. Each of our staff accountants is dedicated to our governmental auditing niche, and staff are trained from the moment we hire them regarding Yellow Book standards, GASB standards, and our governmental audit approach.



Pender County, NC

Section I – Profile of the Firm

We have not submitted specific names for your proposed audit team for two reasons: (1) the quality of our staff is interchangeable at each level, and (2) we will design the remainder of the audit team based on our mutual schedules and our evaluation of the “best fit” for your staff and your engagement complexities. The resumes of our Audit Partners and Managers are at Attachment B.

Continuity Is King

Typically, there are at least three people in our firm that are keenly aware of the operations of any one particular client (a Partner, a Senior Manager or Manager, and a Senior Accountant). This structure ensures the County continuity of key staff. An unexpected illness or departure from the firm of any one member does not affect the engagement continuity you will come to expect from Martin Starnes & Associates. Also, a wider breadth of people working on the County’s audit offers a wider perspective from which to draw audit conclusions and offer suggestions for improvement. Approximately 85% of our audit hours are spent serving local governments in North Carolina. We understand the importance of staff continuity; and since we primarily serve one industry, we do not suffer from having two “busy seasons”.

We experience low turnover of our professional staff compared to the public accounting industry, locally and nationally. We are extremely proud to be recognized as the #1 “**Best Accounting Firms to Work for 2020**” for mid-sized firms by **Accounting Today**. We have been recognized as a “Best Accounting Firms to Work For” in 2009, 2010, 2012, 2013, 2014, 2019 and 2020. We also feel honored to be recognized as one of *North Carolina’s Best Employers* in 2014, 2015, 2017, 2018, 2019 and 2020, with a 1st place ranking in 2020. Furthermore, we earned recognition by *LiveWell at Work* (formally *WellBusiness*) in 2015, 2016, 2017, 2018, 2019 and 2020, as well as *When Work Works* in 2016.

❖ REQUIREMENTS 3 AND 10 – EXPERIENCE AND REFERENCES

Please see Attachment A for a listing of our current audit references of North Carolina counties and municipalities, as well as a listing of prior governmental client references. For the fiscal year ended June 30, 2020, we audited 23 counties, 42 municipalities, and numerous other governmental units (91 total governmental units). We have over **1,035 years** of continuous service with our current clients. We are able to maintain our audit relationships by great service, expertise in the governmental accounting field, low turnover of our staff, internal rotation of staff assigned to continuing engagements, and exceptional value-based fees.

❖ REQUIREMENT 4 – ADDITIONAL SERVICES

Martin Starnes & Associates, CPAs, P.A. has been serving clients since 1987. We provide auditing services throughout North Carolina. Our services include: annual audits, cost reporting, preparation of various financial reports required by the Office of Management and Budget and the Local Government Commission, mid-year reviews of financial condition, agreed-upon procedure engagements over specific financial and control functions, and facilitating training, when needed, on new GASB pronouncements. We have been conducting Single Audits and Yellow Book Audits since 1992.

Our firm is equipped to provide management consulting services and additional services to our governmental audit clients as needed.

Please see our management consulting and additional services provided to clients at Attachment A.



Pender County, NC

Section I – Profile of the Firm

❖ REQUIREMENT 5 – FIRM QUALITY STANDARDS/PEER REVIEW

Our professionals are members of the American Institute of Certified Public Accountants and the North Carolina Association of Certified Public Accountants. Our firm participates in the Quality Review Program sponsored by the American Institute of Certified Public Accountants. Membership in the division requires that we be subjected to a peer review by an independent CPA firm. Such a review assures that the services our clients receive meet the highest standards of the accounting profession. Due to the large number of governmental audits our firm performs, we have numerous governmental clients reviewed during each of our quality reviews. We received an unqualified opinion (pass) with no letter of comments, which is the best review result issued since our first peer review in 1993 and that includes our most recent review for the year ended December 31, 2017. See the copy of our most recent peer review letter at Attachment C.

We have had several engagements submitted for desk review by a cognizant agency, and the reports were approved without any exceptions or modifications.

AICPA Governmental Audit Quality Center – The AICPA has developed the Governmental Audit Quality Center (GAQC). It is a voluntary membership Center designed to help CPAs meet the challenges of performing quality governmental audits. Martin Starnes & Associates, CPAs, P.A. was a charter member of the Center. Our membership in the Center has improved our audit quality through improved training and membership accountability. The GAQC's primary purpose is to promote the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. We strive for excellence in the governmental audit industry, and membership in the Center is an example of our efforts to "stay ahead of the curve" in the industry.

❖ REQUIREMENT 6 – PROFESSIONAL EXPERIENCE

As the County evaluates the qualifications and experience of Martin Starnes & Associates and compares us to other firms, we would like to remind the County of the unique composition of our firm's audit practice. Our audit practice is comprised of approximately 85% government auditing hours; therefore, a year of experience with MSA is the equivalent to 2-3 years with the typical firm. Why? The typical auditing firm audits clients from a variety of industries and with a variety of risks and reporting issues, one of which is governments. At MSA, our staff is working on a government, completing a government, planning for a government, or training for a government 85 of every 100 hours they work. What does this mean to Pender County? It means excellence, timeliness, quality at all levels of work, efficient design of procedures, effective evaluation of results, minimal staff turnover, and the highest quality of audit work with the most cost-effective fee.

As mentioned previously, we have not submitted specific names for your proposed audit team. We will design the audit team based on our mutual schedules and our evaluation of the "best fit" for your staff and your engagement complexities. Until the audit team is assigned, your primary contact is Marcie Spivey, Audit Partner. Once the team is assembled, the Manager and the Senior will be your contacts. We understand the importance of our staff understanding your entity. This is accomplished through training, supervision, and continuity.



Pender County, NC

Section I – Profile of the Firm

Please see Attachment B for the resumes of our audit partners and managers, including recent client experience.

The Senior Accountant will be on site 100% of the time, with the Manager on site approximately 100% of the time, and the Audit Partner on site approximately 5% of the time. An Audit Partner will provide technical review of the financial statements.

❖ *REQUIREMENT 7 – EDUCATION & GASB REPORTING REQUIREMENTS*

Staff quality is assured by our commitment to continuing education in the field of governmental accounting. All of our professional staff receives a minimum of 40 hours per year in continuing education. Governmental audit staff members average 32 hours **per year in governmental auditing and accounting seminars**. We receive our training from the NCGFOA, Governmental Audit Quality Center, Institute of Government at UNC-Chapel Hill, NCACPA, AICPA, self-study courses from the AICPA or other recognized vendors, and in-house developed training. We attend the State Treasurer's Auditing, Reporting & Review Conference and the Local Government Conference annually. In addition, our Audit Partners and Managers attend NCGFOA conferences annually.

We develop in-house training courses that are government industry specific as well as training on all new audit pronouncements, FASB, and GASB pronouncements. The Audit Partners and the Managers keep the professional staff apprised of all exposure drafts and prepare responses as deemed necessary.

Continuing education courses completed annually by our governmental auditing staff include single audit updates, accounting and auditing updates, governmental accounting and auditing updates, and quarterly yellow book updates. We did not include a list of all the classes attended in the prior years, as the list is lengthy. However, if you would like a sample, please contact us, and we will be glad to provide it.

Experience with the GASB Reporting Requirements

All of our seniors, managers, and audit partners are well-versed in the nuances and requirements of the reporting requirements of GASB 34 and other GASB standards. We developed an internal "GASB 34 worksheet" which we think is much more user friendly than the LGC's version. We authored and taught a course, "Nuts and Bolts of GASB 34," during the implementation period of the new standard. We have extensively trained our staff on the practical implications of this reporting model. All of our seniors and managers serve clients who engage our firm to draft their financial statements; therefore, all of our supervisory level staff has significant amounts of experience with GASB 34 and other GASB standards.

Please see information on the educational background of our audit partners and managers in the resumes at Attachment B.

❖ *REQUIREMENT 8 – RELEVANT PROFESSIONAL EXPERIENCE*

Each of our senior accountants, managers, and audit partners have extensive experience in auditing governmental organizations, programs, activities, and functions that are relevant to the County, including water/sewer utilities and federal & state grant compliance. Our ability to maintain our client relationships for a long period of time enables our staff to work on a breadth and depth of governmental clients with varying fund structures and complexities.



Pender County, NC

Section I – Profile of the Firm

Experience with Federal and State Single Audit Acts, including “Yellow Book”

Martin Starnes & Associates has been conducting Single Audits and Yellow Book audits since 1992. We began with one municipal audit and have grown the practice to one of the largest government auditing practices in North Carolina. Virtually all of our government clients are subject to the Generally Accepted Government Auditing Standards contained in the “Yellow Book.” Approximately 80% of our government audit hours in 2020 were on engagements under the provisions of the Federal and State Single Audit Acts.

❖ *REQUIREMENT 9 – SPECIALIZED SKILLS*

Paula Hodges, Marcie Spivey, and Erica Brown, Audit Partners, have been reviewers for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program. Paula and Marcie also serve on the Government Audit and Accounting Task Force of the NCACPA and the NCGFOA. Paula has also been a speaker at the NCGFOA conference.

Throughout the years, our firm has supported and participated in the following governmental associations:

- **NC Government Finance Officers' Association (GFOA)**
- **National GFOA**
- **NC City and County Management Association**
- **NC League of Municipalities**
- **NC Association of County Commissioners**

The governmental industry has been good to Martin Starnes & Associates, and we are committed to supporting the industry any way we can.

❖ *REQUIREMENT 11 – INDEPENDENCE*

The firm monitors compliance with professional independence standards in accordance with the firm's quality control document (see Attachment C). This document requires all employees to notify management of any potential independence violations and to review the client list annually for possible independence violations. The firm's independence policy also requires a determination of independence for each new and recurring audit client as a part of the audit planning stage.

Furthermore, the 2018 revision of *Government Auditing Standards* (“The Yellow Book”) requires auditors to assess independence and how it is affected by the performance of certain non-attest services such as drafting financial statements. Threats to independence that arise from performing certain non-attest services must be evaluated and safeguards must be applied to reduce these threats to an acceptable level. An assessment of these threats will be performed during the planning stage of the annual audit.

We are also required by the Yellow Book to determine that management of the governmental entity has designated an individual who possesses suitable skill, knowledge or experience (SKE) to sufficiently oversee any non-attest services that we might provide.

In all matters relating to the audit of Pender County, North Carolina, Martin Starnes & Associates, CPAs, P.A. is independent, in fact and appearance.



Pender County, NC

Section I – Profile of the Firm

❖ REQUIREMENT 12 – PROFESSIONAL LIABILITY INSURANCE

We presently carry professional liability insurance with Continental Casualty Company. Our policy limits are \$4,000,000 per claim and \$4,000,000 in the aggregate.

❖ REQUIREMENT 13 – REGULATORY ACTION

There has never been any regulatory action taken by an oversight body against our firm. Our firm is not currently involved in litigation of any kind.

❖ REQUIREMENT 14 – NC LOCAL GOVERNMENT COMMISSION & UNC SCHOOL OF GOVERNMENT

We have an impeccable relationship and reputation with the Local Government Commission and the UNC School of Government and encourage you to contact Sharon Edmundson or Jim Burke at the LGC, or Greg Allison at the School of Government, to verify our reputation.

ATTACHMENT A
(References and Additional Services Provided)

Current References - Counties

Our firm is currently performing audits for the following counties:

County	Client Contact	E-Mail Address	Address	Phone	Years Served
Alamance County	Ms. Susan Evans	susan.evans@alamance-nc.com	124 West Elm Street, Graham, NC 27253	(336) 570-4025	10
Alexander County	Ms. Jennifer Herman	jherman@alexandercountync.gov	621 Liledoun Road, Taylorsville, NC 28681	(828) 632-4591	26
Brunswick County	Ms. Julie Miller	julie.miller@brunswickcountync.gov	PO Box 249, Bolivia, NC 28422	(910) 253-2070	17
Cabarrus County	Ms. Wendi Heglar	wmheglar@cabarruscounty.us	65 Church Street SE, Concord, NC 28025	(704) 920-2894	1
Caldwell County	Mr. Tony Helton	thelton@caldwellcountync.org	905 West Avenue NW, Lenoir, NC 28645	(828) 757-1302	14
Catawba County	Ms. Jeanne Jarrett	jjarrett@catawbacountync.gov	100-A Southwest Blvd, Newton, NC 28658	(828) 465-8219	20
Chatham County	Ms. Hope Tally	hope.tally@chathamcountync.gov	PO Box 608, Pittsboro, NC 27312	(919) 542-8213	15
Davidson County	Ms. Jane Kiker	jane.kiker@davidsoncountync.gov	PO Box 1067, Lexington, NC 27293	(336) 242-2029	16
Davie County	Ms. Robin West	rwest@davielcountync.gov	123 South Main Street, Mocksville, NC 27028	(336) 753-6020	13
Gaston County	Ms. Tiffany Murray	tiffany.murray@gastongov.com	128 West Main Avenue, Gastonia, NC 28052	(704) 866-3032	15
Harnett County	Ms. Kimberly Honeycutt	khoneycutt@harnett.org	PO Box 760, Lillington, NC 27546	(910) 893-7557	11
Henderson County	Ms. Samantha Reynolds	sreynolds@hendersoncountync.gov	113 North Main Street, Hendersonville, NC 28793	(828) 697-4821	14
Hoke County	Mr. Ellis Prevatte	eprevatte@hokecounty.org	227 North Main Street, Raeford, NC 28376	(910) 875-8751	14
Iredell County	Ms. Debra Cheek	debra.cheek@co.iredell.nc.us	PO Box 788, Statesville, NC 28677	(704) 878-3040	16
Jackson County	Ms. Darlene Fox	darlenefox@jacksonnc.org	401 Grindstaff Cove Road, Sylva, NC 28779	(828) 631-2249	1
Lincoln County	Ms. Deanna Rios	drios@lincolncounty.org	353 N. Generals Boulevard, Lincolnton, NC 28092	(704) 736-8487	17
Macon County	Ms. Lori Carpenter	lhall@maconncc.org	5 West Main Street, Franklin, NC 28734	(828) 349-2000	21
Pitt County	Mr. Brian Barnett	brian.barnett@pittcountync.gov	1717 West Fifth Street, Greenville, NC 27834	(252) 902-3000	22
Rowan County	Mr. James Howden	james.howden@rowancountync.gov	130 West Innes Street, Salisbury, NC 28144	(704) 216-8177	12
Stokes County	Ms. Julia Edwards	jedwards@co.stokes.nc.us	PO Box 20, Danbury, NC 27016	(336) 593-2405	15
Transylvania County	Mr. Jonathan Griffin	jonathan.griffin@transylvaniacounty.org	101 South Broad Street, Brevard, NC 28712	(828) 884-3104	11
Wilkes County	Mr. Chris Huffman	chuffman@wilkescounty.net	110 North Street, Wilkesboro, NC 28697	(336) 651-7315	13
Wilson County	Mr. Angel Landrau	alandrau@wilson-co.com	2201 Miller Road South, Wilson, NC 27893	(252) 399-2950	8

Current References - Municipalities

Our firm is currently performing audits for the following municipalities:

Municipality	Client Contact	E-Mail Address	Address	Phone	Years Served
City of Albemarle	Mr. Jacob Weavil	jweavil@ci.albemarle.nc.us	144 North Second Street, Albemarle, NC 28001	(704) 984-9450	2
City of Archdale	Ms. Lori Nurse	lnurse@archdale-nc.gov	307 Balfour Drive, Archdale, NC 27263	(336) 434-7345	1
City of Claremont	Ms. Valerie McKenna	vnmckenna@cityofclaremont.org	PO Box 446, Claremont, NC 28610	(828) 466-7255	1
City of Concord	Ms. Jessica Jones	jonesj@concordnc.gov	PO Box 308, Concord, NC 28026	(704) 920-5220	1
City of Havelock	Ms. Lee Tillman	ltillman@havelocknc.us	1 Governmental Avenue, Havelock, NC 28532	(252) 444-6403	22
City of Hickory	Ms. Melissa Miller	mmiller@hickorync.gov	76 N. Center Street, Hickory, NC 28601	(828) 323-7417	12
City of Kannapolis	Ms. Africa Otis	aotis@kannapolisnc.gov	PO Box 1199, Kannapolis, NC 28082	(704) 920-4306	17
City of Kings Mountain	Mr. Chris Costner	chris.costner@cityofkm.com	PO Box 429, Kings Mountain, NC 28086	(704) 734-4611	12
City of Lexington	Mr. John Overton	jnovertont@lexingtonnc.gov	28 West Center Street, Lexington, NC 27292	(336) 248-3925	21
City of Monroe	Ms. Lisa Strickland	lstrickland@monroenc.org	300 West Crowell Street, Monroe, NC 28112	(704) 282-4500	7
City of Mount Airy	Ms. Pam Stone	pstone@mountairy.org	PO Box 70, Mount Airy, NC 27030	(336) 786-3514	10
City of Mount Holly	Ms. Michelle Wood	michelle.wood@motholly.us	400 E. Central Avenue, Mount Holly, NC 28120	(704) 951-3002	10
City of Newton	Ms. Vickie Thomas	vthomas@newtonnc.gov	PO Box 550, Newton, NC 28658	(828) 695-4258	10
City of Shelby	Ms. Beth Beam	beth.beam@cityofshelby.com	PO Box 207, Shelby, NC 28150	(704) 669-6581	10
City of Statesville	Mr. Chris Tucker	ctucker@statesvillenc.net	PO Box 1111, Statesville, NC 28687	(704) 878-3592	5
City of Thomasville	Mr. Thomas Avant	thomas.avant@thomasville-nc.gov	10 Salem Street, Thomasville, NC 27360	(336) 475-4233	14
City of Washington	Ms. Tammy Swindell	tswindell@washingtonnc.gov	102 East Second Street, Washington, NC 27889	(252) 975-9360	15
City of Wilson	Ms. Kim Hands	khands@wilsonnc.org	PO Box 10, Wilson, NC 27894	(252) 399-2140	14
Town of Beaufort	Ms. Christi Wood	c.wood@beaufortnc.org	PO Box 390, Beaufort, NC 28516	(252) 728-2141	3
Town of Calabash	Mr. Chuck Nance	tacalabash@atnc.net	882 Persimmon Road, Calabash NC 28467	(910) 579-6747	9
Town of Chapel Hill	Ms. Amy Oland	aoiland@townofchapelhill.org	405 Martin Luther King Jr. Blvd. Chapel Hill, NC 27514	(919) 968-2712	13
Town of Cornelius	Ms. Julie Niswonger	jniswonger@cornelius.org	PO Box 399, Cornelius, NC 28031	(704) 892-6031	11
Town of Cramerton	Mr. Joel Lineberger	jlineberger@crampton.org	155 North Main Street, Cramerton, NC 28032	(704) 824-4337	1
Town of Elkin	Ms. Dina Reavis	dreavis@elkinnc.org	PO Box 857, Elkin, NC 28621	(336) 835-8900	13
Town of Franklin	Ms. Sarah Bishop	sbishop@franklinnc.com	95 East Main Street, Franklin, NC 28734	(828) 524-2516	13
Town of Granite Falls	Ms. Jana Williams	williams@granitefallsnc.com	30 Park Square, Granite Falls, NC 28630	(828) 396-3131	24
Town of Highlands	Ms. Rebecca Shuler	rebecca.shuler@highlandsnc.org	PO Box 460, Highlands, NC 28741	(828) 526-2118	18
Town of Holden Beach	Mr. David Hewett	david.hewett@hbtownhall.com	110 Rothschild Street, Holden Beach, NC 28462	(910) 842-6488	1
Town of Huntersville	Ms. Pattie McGinnis	pmcginnis@huntersville.org	PO Box 664, Huntersville, NC 28070	(704) 875-6541	15
Town of Lake Lure	Mr. Sam Karr	sfindir@townoflakeure.com	PO Box 255, Lake Lure, NC 28746	(828) 625-9983	9
Town of Maggie Valley	Ms. Shayne Wheeler	swheeler@maggievalleyncc.gov	3987 Soco Road, Maggie Valley, NC 28751	(828) 926-0866	13
Town of Matthews	Ms. Lindsey Wiggs	lwiggs@matthewsnc.gov	232 Matthews Street Station, Matthews, NC 28105	(704) 847-4411	14
Town of Newport	Ms. Teresa Fulk	tfulk@townofnewport.com	PO Box 1869, Newport, NC 28570	(252) 223-4749	15
Town of Pine Knoll Shores	Ms. Julie Anderson	janderson@townofpkps.com	100 Municipal Circle, Pine Knoll Shores, NC 28512	(252) 247-4353	13
Town of Pineville	Mr. Richard Dixon	rdixon@pinevillenc.net	PO Box 249, Pineville, NC 28134	(704) 889-1722	11
Town of Rutherfordton	Mr. Doug Barriek	dbarrick@rutherfordton.gov	129 North Main Street, Rutherfordton, NC 28139	(828) 287-3520	4
Town of Taylorsville	Mr. David Odum	townmanager@taylorsvillenc.com	67 Main Avenue Drive, Taylorsville, NC 28681	(828) 632-2218	29
Town of Wrightsville Beach	Ms. Melissa Norton	mnorton@towb.org	321 Causeway Dr., Wrightsville Beach NC 28480	(910) 256-7900	9

Current References - Other Governmental Units

Our firm is currently performing audits for the following other governmental units:

Governmental Agency	Client Contact	E-Mail Address	Address	Phone	Years Served
Alamance County Tourism Development Authority	Ms. Susan Evans	susan.evans@alamance-nc.com	124 West Elm Street, Graham, NC 27253	(336) 570-4025	5
Brunswick County Airport Commission	Mr. Howie Franklin	hfranklin@ec.rr.com	4019 Long Beach Road, Oak Island, NC 28461	(910) 253-2070	10
Brunswick County Tourism Development Authority	Ms. Mitzi York	myork@ncbrunswick.com	PO Box 1186, Shallotte, NC 28470	(910) 755-5517	11
City of Kings Mountain Tourism Development Authority	Mr. Chris Costner	chris.costner@cityofkm.com	PO Box 429, Kings Mountain, NC 28086	(704) 734-4611	7
City of Monroe Tourism Development Authority	Ms. Lisa Strickland	lstrickland@monroenc.org	300 West Crowell Street, Monroe, NC 28112	(704) 282-4500	7
City of Mount Holly Tourism Development Authority	Ms. Michelle Wood	michelle.wood@mholly.us	400 E. Central Avenue, Mount Holly, NC 28120	(704) 951-3002	7
City of Washington Tourism Development Authority	Mr. Matt Rauschenbach	mrauschenbach@washingtomnc.gov	102 East Second Street, Washington, NC 27889	(252) 957-9312	1
Davidson County Airport Authority	Ms. Jane Kiker	jane.kiker@davidsoncountync.gov	PO Box 1067, Lexington, NC 27293	(336) 242-2029	4
Gastonia Tourism Development Authority	Ms. Crystal Certain	crystalc@cityofgastonia.com	181 S South Street, Gastonia, NC 28052	(704) 866-6708	17
Henderson County Tourism Development Authority	Ms. Samantha Reynolds	sreynolds@hendersoncountync.gov	113 North Main Street, Hendersonville, NC 28792	(828) 697-4821	8
Jackson County Airport Authority	Ms. Darlene Fox	darlenefox@jacksonnc.org	401 Grindstaff Cove Road, Sylva, NC 28779	(828) 631-2249	1
Jackson County Tourism Development Authority	Ms. Darlene Fox	darlenefox@jacksonnc.org	401 Grindstaff Cove Road, Jackson, NC 28779	(828) 631-2249	1
Lexington Tourism Authority	Mr. John Overton	jmoverton@lexingtonnc.net	28 West Center Street, Lexington, NC 27292	(336) 248-3925	20
Lincoln County Airport Authority	Ms. Deanna Rios	drios@lincolncounty.org	353 N. Generals Blvd, Lincoln, NC 28092	(704) 736-8487	17
Macon County Airport Authority	Ms. Lori Carpenter	lhall@maconnc.org	5 West Main Street, Franklin, NC 28734	(828) 349-2000	21
Mount Airy Tourism Development Authority	Ms. Pam Stone	pstone@mountairy.org	PO Box 70, Mount Airy, NC 27030	(336) 786-3514	10
Orange County Water & Sewer Authority	Mr. Stephen Winters	swinters@owasa.org	400 Jones Ferry Road, Carboro, NC 27510	(919) 537-4230	10
Pitt County Development Commission	Mr. Brian Barnett	brian.barnett@pittcountync.gov	1717 West Fifth Street, Greenville, NC 27834	(252) 902-3000	21
Pitt-Greenville Airport Authority	Mr. Bill Hopper	bill.hopper@pittcountync.gov	400 Airport Road, Greenville, NC 27834	(252) 902-2026	2
Statesville Convention & Visitors Bureau	Mr. Chris Tucker	ctucker@statesvillenc.net	PO Box 1111, Statesville, NC 28687	(704) 878-3592	5
Stokes County Water & Sewer Authority	Ms. Julia Edwards	jedwards@co.stokes.nc.us	PO Box 20, Danbury, NC 27016	(336) 593-2405	14
Thomasville Tourism Commission	Ms. Cameron Marsden	cmarsden@visitthomasvillenc.com	44 West Main Street, Thomasville, NC 27360	(336) 472-4422	13
Tourism Partnership of Surry County	Ms. Jessica Roberts	jroberts@visitmayberry.com	200 N. Main Street, Mount Airy, NC 27030	(336) 786-6116	10
Town of Franklin Tourism Development Authority	Ms. Sarah Bishop	sbishop@franklinnc.com	95 East Main Street, Franklin, NC 28744	(828) 524-2516	7
Transylvania County Tourism Development Authority	Mr. Jonathan Griffin	jonathan.griffin@transylvaniacounty.org	21 East Main Street, Brevard, NC 28712	(828) 884-3104	7

Additional Services Provided To Governmental Clients

In addition to the client services listed below, we have also performed the following:

- 22 agreed-upon procedures engagements as required by the Office of the State Auditor related to County eligibility processes over certain major programs (2018)
- Annual pension attest examination engagements for the Local Governmental Employees' Retirement System (LGERS) for our governmental audit clients based on an annual sample selected by the Office of the State Auditor
- Annual agreed-upon procedures engagements on the electronic submission of audited financial data within the U.S. Department of Housing and Urban Development's (HUD) REAC system as required for our governmental audit clients
- Agreed-upon procedures engagements related to requirements of the Federal Transit Administration (FTA) as set forth in its applicable National Transit Database (NTD) Uniform System of Accounts (USOA) as required for our governmental audit clients

Pitt County:

- Conducted "Agreed Upon Procedures" internal audit engagement on various departments (2 years)
- Assisted client with internal audit function on an annual basis (2 years)
- Performed a working capital analysis of local ABC Board to determine ability of local Board to increase distributions to the County (1 year)
- Performed "Agreed Upon Procedures" for ancillary units (17 years)

City of Lexington:

- Conducted "Agreed Upon Procedures" engagement on central warehouse inventory procedures (2 years)
- Taught a 4-hour seminar on the implementation issues related to GASB 34

Alexander County:

- Conducted "Agreed Upon Procedures" engagement on Landfill and Convenience Centers (1 year)
- Assisted finance department with monthly closing process during extended illness of Finance Officer (1 year)
- Performed mid-year review of financial condition and recommended a plan of action to address budget shortfalls (1 year)

Surry County:

- Taught a leadership training course (1 year)
- Assisted client with posting all property tax revenues for entire year after data conversion from old accounting system failed (2 years)
- Conducted "Agreed Upon Procedures" internal audit engagement on various departments (1 year)
- Performed "Agreed Upon Procedures" for ancillary units (15 years)

Northampton County:

- Performed mid-year review of financial condition and recommended a plan of action to address budget shortfalls (10 years)

Brunswick County:

- Assisted client with implementation of new audit software (1 year)

Bessemer City:

- Bookkeeping & Audit Preparation Assistance (1 year)

Catawba County:

- Performed "Agreed Upon Procedures" for ancillary units (13 years)

Davie County:

- Performed "Agreed Upon Procedures" for ancillary units (4 years)

Additional Services Provided To Governmental Clients (continued)

Gaston County:

- Performed "Agreed Upon Procedures" for ancillary units (7 years)

Harnett County:

- Conducted "Agreed Upon Procedures" engagement related to capital assets (1 year)

Lincoln County:

- Performed "Agreed Upon Procedures" for ancillary units (4 years)

Cleveland County Board of Education:

- Conducted "Agreed Upon Procedures" engagement on credit card transactions (1 year)

We have prepared the AFIR for submission to the Local Government Commission for the following clients:

Caldwell County	12 years
City of Albemarle	2 years
City of Claremont	1 year
City of Gastonia	17 years
City of Hickory	9 years
City of Kings Mountain	10 years
City of Lexington	4 years
City of Mount Holly	10 years
City of Newton	1 year
City of Shelby	10 years
Harnett County	8 years
Hoke County	8 years
Jackson County	1 year
Pitt County	19 years
Town of Chapel Hill	2 years
Town of Cramerton	1 year
Town of Franklin	6 years
Town of Holden Beach	1 year
Town of Lake Lure	5 years
Town of Newport	11 years
Town of Pine Knoll Shores	10 years
Town of Pineville	9 years
Town of Rutherfordton	4 years
Town of Taylorsville	27 years
Town of Wrightsville Beach	9 years
Wilkes County	11 years
Wilson County	7 years

We have been asked on numerous occasions to perform agreed-upon procedures engagements, in-depth internal control reviews, and litigation support procedures for various sundry purposes. Our twelve-months-a-year service model allows us to assist you in virtually any manner you may request as long as our independence standards are met.

As you can see, we are more than the firm who provides your annual audit report; we are your financial consultants year-round.

ATTACHMENT B
(Resumes of Senior Audit Staff)

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Paula Hodges, Audit Partner

Years in Public Accounting:	29
Years with Current Firm:	21
Education Background:	North Carolina State University Bachelor of Arts in Accounting Certified Public Accountant in North Carolina
Continuing Education:	Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing
Specialized Training and Other Information:	Member of the Special Review Committee of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program Member of the NCACPA Government Auditing and Accounting Committee Speaker at the North Carolina Government Finance Officers Association conferences Member of the AICPA and NCACPA Graduate of Leadership Catawba
Work Experience:	Paula was named Audit Partner in 2011. Served as Audit Director on all of our governmental audit engagements from 2002-2010 Technical review responsibility for various types of audit clients Served as an Audit Senior on counties, municipalities, and public authorities prior to assuming management responsibility in 2002 Responsibilities include oversight of audit managers, seniors, staff accountants, and technical review of workpapers.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Marcie Spivey, Audit Partner

Years in Public Accounting:	25
Years with Current Firm:	21
Education Background:	Lenoir-Rhyne College Bachelor of Arts in Accounting Certified Public Accountant in North Carolina
Continuing Education:	Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing
Specialized Training and Other Information:	Member of the Special Review Committee of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program Member of the NCACPA Government Auditing and Accounting Committee Member of the Executive Board of Directors of the Women's Resource Center Actively serving on the Board of Advisors for the Hickory Young Professionals Actively involved in Catawba County Chamber of Commerce Member of the AICPA and NCACPA
Work Experience:	Marcie was promoted to Audit Partner in 2013. Served as Audit Director for 50% of our governmental audit engagements from 2011-2012 Technical review responsibility for various types of audit clients Served as Audit Manager from 2005-2010 with management responsibility for approximately half of our audit clients Responsibilities include oversight of audit managers, seniors, staff accountants, and technical review of workpapers.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Erica Brown, Audit Partner

Years in Public Accounting:	20
Years with Current Firm:	14
Education Background:	Salisbury University Bachelor of Science in Business Administration in Accounting, Magna Cum Laude Certified Public Accountant in North Carolina
Continuing Education:	Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing
Specialized Training and Other Information:	Member of the Special Review Committee of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program Member of the AICPA and NCACPA Member of NCACPA Professional Development Advisory Council (PDAC) Previous NCACPA Young CPA Cabinet Member Previous Advisory Board Member for Catawba County Chamber of Commerce Leadership Catawba Program Graduate of Leadership Catawba Recipient of Top 40 Under 40 for 2015 by CPA Practice Advisor Recipient of Hickory Young Professionals Top 10 Under 40 for 2013 Recipient of 2018 NCACPA Taking it to the Max Award
Work Experience:	Erica was named Audit Partner in 2017. Served as Manager and Senior Manager on several counties and municipalities from 2007-2016 Technical review responsibility for various types of audit clients Responsibilities include oversight of audit managers, seniors, staff accountants, and technical review of workpapers.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Amber McGhinnis, Senior Manager

Years in Public Accounting:	18
Years with Current Firm:	18
Education Background:	Appalachian State University Bachelor of Science in Business Administration in Accounting, Magna Cum Laude Master of Science in Accounting Certified Public Accountant in North Carolina
Continuing Education:	Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing
Specialized Training and Other Information:	Member of the AICPA and NCACPA Current Advisory Board Member for The Chamber of Catawba County Leadership Catawba Program Graduate of Leadership Catawba Recipient of Hickory Young Professionals Top 10 Under 40 for 2013 Recipient of Top 40 Under 40 for 2018 by CPA Practice Advisor
Work Experience:	Amber currently serves as the project manager for our audit department. Technical review responsibility for government audit clients Additional responsibilities include oversight of audit managers, seniors, staff accountants, and pre-issuance review of financial statements.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Ko Tang Cha-Moses, Senior Manager

Years in Public Accounting: 14

Years with Current Firm: 13

Education Background: Gardner-Webb University
Bachelor of Science in Accounting
Masters of Accountancy

Certified Public Accountant in North Carolina

Continuing Education: Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing

Specialized Training and Other Information: Member of the AICPA and NCACPA

Work Experience: Ko Tang is currently the Manager for several counties and municipalities, in addition to a few non-profit entities.

Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements.

<u>Client Name</u>	<u>Position Held</u>	<u>Years Served</u>
Alexander County	Manager	6
Davidson County & Airport Authority	Manager	2
Hoke County	Manager	11
Town of Pineville	Manager	8
Wilson County	Manager	4

Please contact us if you would like to see a list of additional prior client experience.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Matt Braswell, Senior Manager

Years in Public Accounting: 12

Years with Current Firm: 12

Education Background: Montreat College
Bachelor of Science in Business Administration
Concentration in Accounting, Magna Cum Laude

Certified Public Accountant in North Carolina

Continuing Education: Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing

Specialized Training and Other Information: Member of the AICPA and NCACPA

Work Experience: Matt is currently the Manager for several counties and municipalities.

Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements.

<u>Client Name</u>	<u>Position Held</u>	<u>Years Served</u>
Brunswick County & Airport Authority	Manager	6
Cabarrus County	Manager	1
City of Havelock	Manager	8
City of Kings Mountain	Manager	5
City of Shelby	Manager	3

Please contact us if you would like to see a list of additional prior client experience.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Kari Dunlap, Manager

Years in Public Accounting: 9

Years with Current Firm: 9

Education Background: UNC Chapel Hill
Bachelor of Science in Management and Sociology
Master of Science in Accounting

Certified Public Accountant in North Carolina

Continuing Education: Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing

Specialized Training and Other Information: Member of the AICPA and NCACPA

NCACPA Young CPA Cabinet Alumni

Work Experience: Kari is currently the Manager for several counties and municipalities.

Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements.

<u>Client Name</u>	<u>Position Held</u>	<u>Years Served</u>
City of Hickory	Manager	5
City of Kannapolis	Manager	6
Gaston County	Manager	4
Rowan County	Manager	3
Town of Chapel Hill	Manager	5

Please contact us if you would like to see a list of additional prior client experience.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Elsa Watts, Manager

Years in Public Accounting: 9

Years with Current Firm: 9

Education Background: East Carolina University
Bachelor of Science in Accounting,
Magna Cum Laude
Master of Science in Accounting

Certified Public Accountant in North Carolina

Continuing Education: Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing

Specialized Training and Other Information: Member of the AICPA, NCACPA, and the Young CPA Cabinet

Work Experience: Elsa is currently the Manager for several counties and municipalities.

Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements.

<u>Client Name</u>	<u>Position Held</u>	<u>Years Served</u>
Alamance County	Manager	3
Catawba County	Manager	5
City of Lexington	Manager	5
City of Monroe	Manager	5
Lincoln County	Manager	5

Please contact us if you would like to see a list of additional prior client experience.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Cassie Wilson, Manager

Years in Public Accounting: 16

Years with Current Firm: 9

Education Background: Appalachian State University
Bachelor of Science in Accounting

Gardner-Webb University
Masters of Accountancy

Certified Public Accountant in North Carolina

Continuing Education: Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing

Specialized Training and Other Information: Member of the AICPA and NCACPA

Work Experience: Cassie is currently the Manager for several municipalities and counties.

Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements.

Previously served as Audit Senior for a regional firm

<u>Client Name</u>	<u>Position Held</u>	<u>Years Served</u>
Henderson County	Manager	2
Iredell County	Manager/Senior Accountant	9
Town of Highlands	Manager	2
Town of Huntersville	Manager/Senior Accountant	5
Wilkes County	Manager/Senior Accountant	3

Please contact us if you would like to see a list of additional prior client experience.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Kelly Gooderham, Manager

Years in Public Accounting: 7

Years with Current Firm: 7

Education Background: Appalachian State University
Bachelor of Science in Accounting

Certified Public Accountant in North Carolina

Continuing Education: Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing

Specialized Training and Other Information: Member of the AICPA and NCACPA

Advanced Single Audit Certification (AICPA)

Work Experience: Kelly is currently the Manager for several municipalities and counties.

Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements.

Previously served as Audit Senior for MSA

<u>Client Name</u>	<u>Position Held</u>	<u>Years Served</u>
Davie County	Manager	2
Transylvania County	Manager	2
City of Mount Airy	Manager	2
Town of Franklin	Manager	2
City of Washington	Manager	2

Please contact us if you would like to see a list of additional prior client experience.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Justin Allen, Manager

Years in Public Accounting: 8

Years with Current Firm: 2

Education Background: Appalachian State University
Bachelor of Science in Accounting

University of North Carolina at Wilmington
Master of Science in Accountancy

Certified Public Accountant in North Carolina

Continuing Education: Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing

Specialized Training and Other Information: Member of the AICPA and NCACPA

Work Experience: Justin is currently the Manager for several municipalities and counties.

Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements.

Previously served as Audit Senior for MSA

<u>Client Name</u>	<u>Position Held</u>	<u>Years Served</u>
Caldwell County	Manager	1
City of Albemarle	Manager	1
City of Concord	Manager	1
City of Thomasville	Manager/Senior Accountant	2
Macon County	Manager	1
Town of Lake Lure	Manager/Senior Accountant	3

Please contact us if you would like to see a list of additional prior client experience.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Tonya Thompson, Manager

Years in Public Accounting:	16
Years with Current Firm:	1
Education Background:	Appalachian State University Bachelor of Science in Business Administration in Accounting Appalachian State University Master of Science in Accounting Certified Public Accountant in North Carolina
Continuing Education:	Minimum of 40 hours per year with an average of 32 hours in governmental accounting and auditing
Specialized Training and Other Information:	Member of the AICPA and NCACPA AICPA Not-for-Profit Certificate Holder
Work Experience:	Tonya is currently the Manager for several municipalities and counties. Responsibilities include oversight of seniors, technical review of audit procedures performed, and in-charge responsibility of several complex engagements. Previously served as Senior Audit Manager for a local firm

ATTACHMENT C
(Independence Document and Peer Review Letter)

Martin Starnes & Associates, CPAs, P.A.

Statement of Policies & Procedures

INDEPENDENCE

It is the firm's policy that all professional personnel be familiar with and adhere to relevant ethical requirements of the AICPA, contained in the Code of Professional Conduct, the State of North Carolina Board of Accountancy and the State of North Carolina CPA Society in discharging their professional responsibilities. Furthermore, it is the policy of the firm that, for engagements subject to Government Auditing Standards and other applicable regulatory agencies, all professional personnel be familiar with and adhere to the relevant ethical requirements included in those standards, including any that may be more restrictive. Any transaction, event, circumstance, or action that would impair independence or violate the firm's relevant ethical requirements policy on an audit, attestation, review, compilation engagement, or other service subject to the standards of the AICPA Auditing Standards Board or the AICPA Accounting and Review Services Committee as required under the General Standards and Compliance with Standards Rules is prohibited. Additionally, when the firm and its professional personnel encounter situations that raise potential independence threats, but such situations are not specifically addressed by the independence rules of the AICPA Code of Professional Conduct, the situations will be evaluated by referring to the Conceptual Framework for AICPA Independence Standards and applying professional judgment to determine whether an independence breach has occurred. The firm will take appropriate action to eliminate those threats or mitigate them to an acceptable level by applying safeguards. If effective safeguards cannot be applied, the firm will withdraw from the engagement or take other corrective actions as appropriate to eliminate the breach.

Although not necessarily all-inclusive, the following are considered to be prohibited transactions and relationships:

- Investments by any partner or professional employee in a client's (or affiliate of a financial statement attest client's) business during the period of a professional engagement, including a commitment to acquire any direct or material indirect financial interest in a client.
- An investment in an entity or property by any of the following individuals and the attest client or the attest client's officers or directors, an affiliate or any member of firm management who has the ability to exercise significant influence over the client that enables them to control, as defined by GAAP for consolidation purposes, the entity or property:
 - An individual on an attest engagement team
 - An individual in a position to influence the attest engagement by doing any of the following:
 - Evaluating the performance or recommending the compensation of the attest engagement partner.
 - Directly supervising or managing the attest engagement partner and all of that partner's superiors.
 - Consulting with the attest engagement team about technical or industry-related issues specific to the engagement, or
 - Participating in or overseeing quality control activities, including internal monitoring, with respect to the attest engagement.

Martin Starnes & Associates, CPAs, P.A.

Statement of Policies & Procedures

- A member of firm management who provides nonattest services to the attest client beginning once he or she provides ten or more hours of nonattest services to the client within any fiscal year and ending on the later of the date:
- The firm signs the report on the financial statements for the fiscal year during which those services were provided, or he or she no longer expects to provide ten or more hours of nonattest services to the attest client on a recurring basis
- A partner in the office in which the lead attest engagement partner primarily practices with respect to the attest engagement.
- The firm and its employee benefit plans.
- Borrowing from or loans to an attest client, an affiliate, or attest client's personnel during the period of a professional engagement by any of the individuals listed in item 2, except as grandfathered or permitted.
- Accepting or offering gifts or entertainment from or to an attest client unless reasonable in the circumstances and approved by the firm management.
- Certain family relationships between professional personnel and attest client personnel. The firm management will be consulted for a ruling on such relationships.

Notwithstanding the preceding policy and list of prohibited transactions and relationships, at the partners' discretion, certain prohibitions can be waived if it is deemed to be in the best interest of the firm. However, in so doing, the engagement service performed for the client must be limited to that allowed by AICPA professional standards.

The firm ensures compliance with this policy by implementing the following procedures:

All personnel have ready access to the relevant ethical requirements to which the firm is subject. Those requirements include the AICPA Code of Professional Conduct, the State of North Carolina Board of Accountancy, and the State of North Carolina CPA Society ethical requirements. The firm personnel have online access to those ethical requirements. The firm expects its personnel to be familiar with those relevant ethical requirements.

The firm's management emphasizes the concepts of independence, integrity, and objectivity in firm training sessions, in the acceptance and continuance of clients and engagements, and in the performance of engagements. Because the firm has a concentration of governmental clients and ERISA clients, this also includes discussing the independence requirements for engagements subject to Governmental Auditing Standards and Department of Labor. In addition, all professional personnel are required to sign a representation letter when hired and annually thereafter that acknowledges their familiarity with the firm's relevant ethical requirements policy and procedures, particularly with regard to independence. The representation also lists known circumstances and relationships, if any that may create a potential threat to independence or violate the firm's relevant ethical requirements policy. Such signed representation letters are also required from part-time, seasonal, and contract professionals and any other individuals who work on accounting and auditing engagements and are required to be independent. Ethics training is provided for professional personnel periodically in firm training sessions. Ethics training is provided to certified firm personnel annually as required by the State of North Carolina Board of Accountancy. Additional training is provided as needed which covers the firm's relevant ethical requirements policy and procedures

Martin Starnes & Associates, CPAs, P.A.

Statement of Policies & Procedures

and the independence and ethical requirements of all applicable regulators. Professional standards, including the AICPA's Conceptual Framework for Independence, Governmental Auditing Standards, Department of Labor independence requirements and advice of the quality partner are consulted if an employee is unsure if a threat to independence should be reported to firm management.

All professional personnel review the firm's current client list in conjunction with completing the representation letter for identification of threats to, or breaches of independence. The current client list is maintained in Practice CS by the firm administrator and changes to that list are communicated to all personnel via e-mail on a timely basis from the firm administrator. When hired and annually thereafter, all professional personnel are required to sign a representation that confirms this responsibility.

To ensure that independence is properly addressed at the engagement level, the firm management will consider relevant information about client engagements and evaluate the overall effect, if any, on independence requirements as part of the engagement and acceptance decision. In addition, for audit engagements, the engagement partner forms a conclusion on compliance with independence requirements. In making this determination, any familiarity threat related to senior personnel recurring on an audit or attest engagement for a long period of time, five years or more, will be considered, including any other specific rotation requirements of regulatory agencies or other authorities. Additionally, the work programs and forms in the accounting and auditing manuals used by the firm contain steps requiring an evaluation of independence on each new and recurring engagement. Furthermore, those manuals contain reporting guidance for the types of engagements where a lack of independence is allowed.

All professional personnel remain alert for any evidence of noncompliance with relevant ethical requirements during the engagement and are required to promptly notify the audit partner of any circumstances or relationships that may create a potential threat to independence such as a potential prohibited transaction or an independence breach, so that appropriate action can be taken.

If a potential threat to independence is identified, firm management accumulates and communicates relevant information to appropriate personnel so firm management and the engagement partner can determine whether they satisfy independence requirements, the engagement partner can take appropriate action to address identified threats to independence, and current independence information can be maintained. For clients of whom the firm is not independent, only compilation services are performed, and the firm discloses the lack of independence in its accountant's report for those clients.

If performing a group audit, the firm is required to obtain a written representation regarding the significant component auditor's independence with respect to the client. The auditing manuals used by the firm contain examples of representation letters to use in such situations. Furthermore, in a review or attestation engagement, if another firm performs work on a segment of the engagement, a representation regarding the other firm's independence is required. The engagement programs in the accounting and auditing manuals used by the firm contain steps to ensure compliance with this procedure.

The Manager and/or the accountant in charge under the manager's supervision has the primary responsibility for determining if there are unpaid fees on any of his or her clients that would impair the firm's independence. The engagement work programs and standard forms used by the firm contain steps to ensure compliance with this procedure. The firm's client accounts receivable information in the billing software and the engagement partner's and manager's knowledge of unbilled fees should be considered in making this determination. In addition, the managing partner has secondary responsibility to review the firm's accounts receivable listing on a periodic basis to identify potential independence problems.

Martin Starnes & Associates, CPAs, P.A.

Statement of Policies & Procedures

The engagement partner has the primary responsibility to identify all nonattest services performed for an attest service client and for determining if such nonattest services, individually or in the aggregate, impair independence with respect to that client. Reviewing nonattest services performed for attest clients includes obtaining and documenting an understanding with the client regarding the client's responsibilities for the nonattest services performed by the firm. The firm will only provide nonattest services to an attest client when the client accepts its responsibilities. Where applicable, this includes determining whether such nonattest services impair independence under the independence rules in Government Auditing Standards or Department of Labor. Firm engagement work programs for all attest and compilation engagements include steps to ensure compliance with this procedure.

The engagement partner has the primary responsibility for determining whether actual or threatened litigation has an effect on the firm's independence with respect to the client. The firm's independence could be impaired by litigation between the client and the firm, with the client company's security holders, and from other third parties.

If the firm is engaged as principal auditor to report on the basic financial statements of a financial reporting entity, all professional personnel must be independent of the financial reporting entity. If the firm is engaged as principal auditor to report on a major fund, nonmajor fund, internal service fund, fiduciary fund, or blended component unit of the financial reporting entity, all professional personnel must be independent of the fund or entity the firm reports on. The engagement partner has the primary responsibility for determining whether the firm's relationship with entities in the governmental financial statements has an effect on independence.

The managing partner has the primary responsibility for determining whether the firm was a party to a cooperative arrangement with a client that was material to the firm or the client.

The Senior Manager and the accountant in charge under the supervision of senior management are responsible for obtaining the representation letters, reviewing them for completeness, and accumulating relevant information relating to identified threats to relevant ethical requirements matters including questions from the representation letters and those from other sources. In determining a resolution, firm management should consider the AICPA's Code of Professional Conduct, AICPA's Conceptual Framework for AICPA Independence Standards, and when necessary, consult the AICPA or the NCACPA for assistance in interpreting independence, integrity, and objectivity rules. Documentation of the resolution of a relevant ethical requirement matter should be filed in the client's permanent workpaper file. Firm management is also responsible for determining actions to be taken when professional personnel violate firm independence policies and procedures. The action for each incident is determined based on its unique circumstances and may include eliminating a personal impairment, requiring additional training, drafting a reprimand letter, or even termination.

The partners are responsible for monitoring the firm's independence of attest clients at which partners or other senior personnel have been offered management positions or have accepted offers of employment. The independence, integrity, and objectivity questionnaire used by the firm and the client acceptance checklists used by the firm in attest engagements include questions to help ensure compliance with this requirement.

Martin Starnes & Associates, CPAs, P.A.

Statement of Policies & Procedures

If a breach of independence is identified, the firm promptly communicates the breach and the required corrective actions to the engagement partner, who along with the firm has the responsibility to address the breach and other relevant personnel in the firm and those subject to the independence requirements who need to take appropriate action, and those charged with governance at the attest client. The engagement partner confirms to the firm when required corrective actions related to the breach and noncompliance with these policies and procedures has been taken.

At least annually, firm management reviews the firm's ethical requirement policy and procedures to determine if they are appropriate and operating effectively.



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the
Peer Review Committee, North Carolina Association
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619
919 782 9265
919 783 8307 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707
919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312
919 542 6000
919 542 5764 FAX

**PENDER COUNTY
NORTH CAROLINA**

**SECTION II
AUDIT APPROACH AND COST ESTIMATE
2021 – 2023**

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"



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Pender County, NC

Section II – Audit Approach & Cost Estimate

❖ REQUIREMENT 1 – AUDIT PROGRAMS

We use an intuitive audit software, developed by CCH, a Wolters Kluwer subsidiary, an industry leader in accounting and tax software. The program is called “*Knowledge Coach*” and is integrated into CCH’s “*Knowledge Based Audit Approach*”. Knowledge Coach is the only integrated audit planning, risk assessment, and audit program workflow and management system that has been approved by the AICPA’s National Peer Review Committee. Please see the following excerpt from a press release about Knowledge Coach:

“Developed from the ground up by auditors, for auditors, ProSystem fx Knowledge Coach combines the industry-specific content and guidance of ProSystem fx Knowledge Tools with a dynamic audit workflow engine that dramatically streamlines the audit planning process and helps users efficiently manage an audit from beginning to end.

“Peer review is an important milestone for Knowledge Coach, because it confirms that not only is our content compliant with AICPA risk-based audit standards, but our processes for developing, presenting and utilizing this content in the Knowledge Coach application maintains and enhances this compliance,” said CCH Product Manager Mike Ritchie. “Knowledge Coach is the first product of its kind – making the same kind of breakthrough in the audit realm that the first computer-based programs did for tax. As a result, we wanted to have it subjected to peer review, and we’re very gratified that it has been validated through that process,” Ritchie said.

After we have completed the planning, risk assessment, and internal control portion of the engagement, Knowledge Coach will intuitively guide the substantive portion of the audit through suggested audit steps. This process will eliminate unnecessary procedures due to SALY (same as last year) and highlight audit areas that, based on our planning and risk assessment, require and deserve the brunt of our audit effort. Our approach is a combination of a balance sheet approach, substantive analytic review, and detail testing of specific general ledger accounts. Our substantive analytic review procedures are designed specifically for Pender County and are approved by the senior management of the engagement during the planning stages of the audit. Every procedure we perform will have a specific purpose and audit objective in mind.

❖ REQUIREMENT 2 – STATISTICAL SAMPLING

We do not use statistical sampling in our financial statement audit approach. Our audit approach uses haphazard or random sampling in order to test the contents of the audit area rather than the attributes of the audit area. We obtain our audit assurance from a combination of detail testing (sampling) and analytic review. Detail testing (sampling) is the process of testing 100% of all individually significant items based on materiality and risk assessment and then evaluate the remaining population to determine whether the sample is sufficient or additional transactions need to be tested to fulfill the sample requirement based on our risk assessment. Analytic review is the process of comparing our expectations of a particular audit area to the actual results and analyzing the differences. We believe this approach is more effective in detecting material errors and is less time consuming on our staff and the governmental unit’s staff.



Pender County, NC

Section II – Audit Approach & Cost Estimate

❖ REQUIREMENT 3 – USE OF AUTOMATED PROCESSES AND INTERNAL CONTROL TESTING METHODS

We use Knowledge Coach software (see details in Section II, Requirement 1 above) that accepts data and answers to client-specific and risk assessment planning questions to automate our audit programs used for testing. Our audit software, ProSystem Engagement, allows us to automate our files (Excel) by linking them to the trial balance database that contains detailed account balances.

Our internal control procedures include documentation of the major systems of internal controls (cash receipts, cash disbursements, payroll, and computer/IT), performing walk-throughs (testing) to confirm our understanding of internal controls, and performing cash counts at various sites where cash collections are conducted. We will also test controls over manual journal entries and budget amendments posted to the general ledger as part of our internal control procedures.

We will interview many members of the County's staff to document our understanding of internal controls and accounting procedures. Our focus on internal controls is over any area where significant amounts of cash collections take place, the cash disbursement process (P.O. to check), journal entry preparation, approval and entry to general ledger, and the budget amendment process. Every procedure we perform will have a specific purpose and audit objective in mind.

Controls over cash disbursements will be tested by making selections posted to the general ledger using dual purpose testing (major program expenditures are selected to duly test controls and compliance) and tracing the GL posting back to source documents (invoices, purchase orders, etc.) to test for proper approval and posting, as well as allowance as a major program expenditure.

Controls over cash receipts are tested by performing walk-throughs and cash counts at various sites/departments that collect cash throughout the County's operations (Register of Deeds, for example).

Controls over payroll are tested by selecting a sample of County employees from selected payroll periods. Personnel files and timesheets for the selected pay period will be obtained. We agree the payroll records to the personnel files and timesheets to ensure that the employee actually exists, is being paid from the correct department, is being paid for actual time worked, and is being paid at an approved rate.

Controls over manual journal entries and budget amendments are tested by making several selections of entries and amendments posted during the fiscal year and obtaining documentation to ensure that the item was properly approved and posted to the system as approved.



Pender County, NC

Section II – Audit Approach & Cost Estimate

❖ REQUIREMENT 4 – COMPUTER AUDIT SPECIALISTS

Our Technology Manager is available to either conduct the County's MIS controls assessment or review the assessment performed by our Senior Accountant. Our audit process includes documenting our understanding of the internal control systems, including the computer system's controls, assessing risk, and identifying potential security issues that would have a direct and material impact on the financial statements taken as a whole. Our staff is qualified to analyze the computer controls and make any necessary recommendations.

❖ REQUIREMENT 5 – AUDIT TEAM ORGANIZATION

Staff Assigned	Percentage of Time
Senior Management Team (2)	30%
Senior Accountant (1)	25%
Staff Accountants (2 or 3)	45%

The Manager will supervise the on-site fieldwork with assistance of the Senior Accountant.

❖ REQUIREMENT 6 – MANAGEMENT LETTER

Audit standards have significantly changed the content of the Yellow Book and the Single Audit opinion letters. Consequently, a management letter would only report minor internal control weaknesses, suggestions for improving operational procedures, cost-saving ideas, and any other suggestions for improving the overall operation of the County. There will be no surprises! If we have detected an issue during our audit procedures, management will be informed immediately. Any issues disclosed in the management letter or the compliance letters will have been fully discussed with management during the engagement.

❖ REQUIREMENT 7 – ASSISTANCE EXPECTED FROM COUNTY STAFF

To expedite the audit, we need the final trial balance in electronic format (preferably Excel) one week before final fieldwork is scheduled to begin. This allows us to import your trial balance into our audit software and begin identifying our risk areas before fieldwork actually begins. We may also download your interim trial balance for risk assessment and planning purposes as of 12/31, 3/31, and 6/30 (unadjusted).

We prefer all of the client assistance outlined in the RFP to be provided in electronic format wherever possible. The County can expedite the audit process by minimizing immaterial post-final AJE's and providing all items on the "Prepared by Client" list before fieldwork begins.



Pender County, NC

Section II – Audit Approach & Cost Estimate

❖ REQUIREMENT 8 – TENTATIVE AUDIT SCHEDULE

Note: MSA is committed to working with our clients through the COVID-19 pandemic. Due to any existing COVID restrictions, we have the ability to perform audit procedures and audit presentations remotely to the extent required by the County, utilizing secure electronic sharing of files and virtual meetings through Zoom, Microsoft Teams or other online platforms. Such requirements can be discussed during the planning stage of the audit.

Audit Planning

We work on our government engagements year-round. We begin by downloading an interim trial balance in January or February of each year. We use this data to assess audit risk, plan our interim procedures, perform preliminary analytic review, and gather data about new projects, funds, and departments. We also stay current with the County by reading the minutes of the Board's meetings each month. We will meet with the appropriate members of the Finance Department to plan the engagement each year. At this meeting, timetables for our responsibilities and the County's responsibilities will be agreed upon.

Interim and Final Fieldwork

Generally, we will perform interim fieldwork at a mutually agreed-upon week from March–June of each year. During interim, we will update our understanding of internal controls, test compliance (Federal and State programs), and audit transactions in capital project funds, special revenue funds, and capital outlay. Our team will be on site for up to one week. We are planned and prepared when we arrive; therefore, once we come on site, we will stay until our objectives are completed. If we have internal control or compliance findings, we will discuss those with management at the completion of our interim procedures.

In a typical year, we will perform final fieldwork in September. Final fieldwork will last approximately one week on site and several weeks in the office. Before we begin the on-site portion of the fieldwork, we will have imported final trial balances, planned our procedures, and coordinated with the finance staff any data needed for our procedures. Our staff will hit the ground running and complete our procedures timely, efficiently, and with minimal interruption of your staff. We will provide any audit adjustments, compliance findings, and internal control findings at the completion of final fieldwork.

Please note that the engagement timeline may be different during the first year of our audit. However, the typical timeline for the County will be as follows:

- March-April – Download interim trial balance and perform preliminary analytic procedures. This procedure allows us to keep informed of changes at the County before the audit commences.
- March-April – Planning meeting with the Finance Officer. At the planning meeting, we will mutually agree on the fieldwork timetable, client prepared schedules, etc. The purpose of this meeting is to get your staff and our staff on the same page.
- Mutually agreed-upon time between March and June – Interim fieldwork (test internal controls and grant compliance)
- September – Import final trial balance; perform analytical procedures; perform compliance testing; perform final risk assessment; perform final fieldwork
- October – Submission of report to Local Government Commission
- Mutually agreed-upon time between October and December – Presentation to the Board of Commissioners

MARTIN ❖ STARNES
& ASSOCIATES, CPAs, P.A.



Pender County, NC

Section II – Audit Approach & Cost Estimate

❖ REQUIREMENT 9 – PROFESSIONAL FEES – AUDITING SERVICES

	On-Site Interim	On-Site Final	In Office Total	Total Hours	Rate	Fee
Partner	-	-	24	24	\$ 300	\$ 7,200
Senior Audit Manager/Manager	40	40	50	130	190	24,700
Senior Accountant	40	40	65	145	150	21,750
Staff Accountants (2-3)	100	80	60	240	100	24,000
Clerical	-	-	20	20	-	600
Travel costs	-	-	-	-	-	-
Supplies and materials	-	-	-	-	-	-
Other costs	-	-	-	-	-	-
Totals for the 2021 audit	<u>180</u>	<u>160</u>	<u>219</u>	<u>559</u>		<u>\$ 78,250</u>

Proposed fees for year ending June 30, 2021 ⁽¹⁾ \$ 78,250

Estimated costs for year ending June 30, 2022 ⁽¹⁾ \$ 80,590

Estimated costs for year ending June 30, 2023 ⁽¹⁾ \$ 80,590

(1) Single Audit fees - per each major program in excess of five (5) \$ 4,000

AFIR preparation fees (per year) \$ 3,000

Audit contracts must be approved annually by the Local Government Commission. For your planning purposes, our estimated fees to provide our services to you in the future are shown in the table above. These are estimated fees only. Governmental and rule-making boards may add or change their requirements related to our services which may change these estimates. The actual fee agreement will be set forth in the annual contract signed for the relevant year.

Basis/Methodology of Cost Estimate:

At Martin Starnes & Associates:

- Estimated fees presented are generally on a “fixed-fee” basis. If a situation occurs that would cause additional fees, we will discuss the changes with the Finance Officer before the additional fees are incurred by the County. We will specify the services to be provided and an estimate of the related fees. We do not bill for travel costs related to the audit engagement. If we are engaged to provide services outside of the audit engagement, we will negotiate the fees for those services, and they may include reimbursing our firm for travel related expenses. Our hourly rates for such services range from \$85-\$300.
- The fees proposed herein include technical assistance to the County’s staff throughout the year. We are available to serve our government clients twelve months a year. Any assistance that would require supplemental fees will be negotiated in advance. Summary: No surprise fees!
- Our fees also include the planning meeting; single audit testing (up to 5 major programs); submission of the report to the LGC; printing up to 10 copies of the financial statements and other applicable documents; preparation of the Data Collection Form; and a presentation to the Board of Commissioners.

MARTIN ❖ STARNES
& ASSOCIATES, CPAs, P.A.



Pender County, NC

Section II – Audit Approach & Cost Estimate

Basis for Determining Cost Estimate After First Year:

We estimate an average fee increase of 3-5% per year. However, as you know, there are many governmental and rule-making boards that regularly add or change their requirements related to the services we provide to you that could affect the average increase.

❖ REQUIREMENT 10 – ADDITIONAL INFORMATION

We Have A Story To Tell!

We have provided Pender County with all of the information requested in the RFP. There is information and perspective that we would like to share about our firm that is difficult to glean from the basic questions in an RFP. Please indulge us as we explain what makes us different from other qualified firms.

History

Our firm's government client list has grown from one small town in Alexander County to one of the largest governmental audit practices in the state with a simple formula:

$$\text{Quality} + \text{Service} + \text{Value} = \text{Success}$$

We have grown one client at a time with a focus on client retention. Since 1992, we have lost very few clients during the re-proposal process. We are convinced that ***Quality + Service + Value = Success*** works!

Quality

Approximately 85% of our audit practice is dedicated to serving governments in North Carolina. We are confident no other firm in North Carolina can make that claim. Our audit staff does not have a 12/31 busy season. Therefore, they are focused on serving our government clients and only have one busy season. This structure has minimized our turnover and increased the quality of our audit product through continuity on the engagement.

We have three Partners who have been reviewers for the GFOA Certificate of Excellence Program. We serve on the NCACPA's Government Auditing and Accounting Task Force. We have been members of the AICPA's Government Audit Quality Center since its inception. We are 100% committed to providing the absolute best quality government audit available in North Carolina. Our audit practice has been subjected to quality reviews since 1992 without a blemish. *In fact, during a recent review, the Peer Reviewer asked us to provide his firm with training.*

Service

"If you fail to plan, you plan to fail". Each of our engagements start with a plan that is mutually agreed upon by our staff and the client's staff. This includes dates of fieldwork, dates client prepared schedules are due to us, and dates documents are due from us to the client.



Pender County, NC

Section II – Audit Approach & Cost Estimate

We have a state-of-the-art technology system that successfully eliminates geography as a constraint on service. Your staff will never notice that our firm is in Hickory, and you are in Burgaw. Our most recent enhancement to service is our “SafeSend” electronic document transfer system. Documents can be transmitted to us through a simple and secure email link. This provides secure, fast transmission of data. It is like having our own private electronic file room with our clients!

Value

Fees do not always reflect value. Our business model from the very beginning was to provide quality service with a highly trained staff. Our model also includes maintaining state-of-the-art hardware and software in our audit practice. An example of this commitment was the conversion to ***Knowledge Coach***, as discussed herein. We are focused on efficiency and effectiveness in every step of the audit process. The end result - we offer much more to the County than an audit. We add VALUE to the financial reporting process.

Our firm is “lean” in regard to overhead. Each member of management has client responsibilities as well as management responsibilities. This results in lower standard hourly billing rates. Finally, integrity is the ultimate source of our value-based firm.

How Do We Complete the Volume of Governmental Audits On Time?

- We plan our engagements starting January 2nd of each year so that we can efficiently perform the engagement and minimize the final fieldwork time required.
- We use state-of-the-art technology and use it to the fullest extent.
- We hire and retain the best staff.
- We spend more hours auditing your unit from January–July than our competition. Therefore, we are rarely surprised by what we find at final fieldwork from August–October.
- Our audit staff is leveraged so that we have a balanced ratio of senior leadership, senior accountants, and staff accountants. Each senior accountant manages approximately 10 engagements and has the entire staff accountant pool, as well as our firm leadership, at his or her disposal. Any time an engagement incurs problems, it is handed off “up the ladder” to a manager, rather than drowning the senior accountant.
- Finally, we view our audit practice with a “team” approach. When all of our engagements are completed, then *WE* are finished. “All hands on deck” takes on a whole new meaning at Martin Starnes & Associates.

We have grown our audit practice from the ground up, one client at a time, and one staff member at a time. Therefore, our growth has been planned for and managed. Every engagement has a staffing plan that anticipates when the staff will be ready to supervise the engagement, when the senior will be ready for a promotion to audit manager, and when the audit manager will be ready for more complex management requirements. This allows for continuity on the job, continuity with your staff, and maximum efficiency in our procedures. How do we manage turnover? We have made staff retention a number one priority of the firm.



Pender County, NC

Section II – Audit Approach & Cost Estimate

❖ REQUIREMENT 11 – SUMMARY OF AUDIT COSTS SHEET

SUMMARY OF AUDIT COSTS SHEET

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Base Audit - Pender County (Includes personnel costs, travel, and on-site work)	\$ 78,250	\$ 80,590	\$ 80,590
Extra audit service*	-	-	-
Other (explain)**	-	-	-
TOTAL	<u>\$ 78,250</u>	<u>\$ 80,590</u>	<u>\$ 80,590</u>
*See discussion of fees for extra audit services in Requirement 9.			
**Single audit testing per major program in excess of 5	<u>\$ 4,000</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>
**AFIR preparation	<u>\$ 3,000</u>	<u>\$ 3,000</u>	<u>\$ 3,000</u>

Audit contracts must be approved annually by the Local Government Commission. For your planning purposes, our estimated fees to provide our services to you in the future are shown in the table above. These are estimated fees only. Governmental and rule-making boards may add or change their requirements related to our services which may change these estimates. The actual fee agreement will be set forth in the annual contract signed for the relevant year.

Firm:	Martin Starnes & Associates, CPAs, P.A.	Primary Contact:	Marcela J. Spivey
Address:	730 13th Avenue Drive SE	Telephone:	(828) 327-2727
	Hickory, NC 28602	Fax:	(828) 328-2324
		Email:	mspivey@martinstarnes.com
		Date:	April 26, 2021



Pender County, NC

Section II – Audit Approach & Cost Estimate

PROPOSAL CERTIFICATION

Proposer's Signature _____

Date 4-26-2021

By signing above, I certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the Proposal on behalf of my organization.

BY (Printed): Marcela J. Spivey

TITLE: Audit Partner

COMPANY: Martin Starnes & Associates, CPAs, P.A.

ADDRESS: 730 13th Ave. Dr. SE, Hickory, NC 28602

TELEPHONE: (828) 327-2727

EMAIL: mspivey@martinstarnes.com



Pender County, NC

Section II – Audit Approach & Cost Estimate

FINAL CONSIDERATIONS

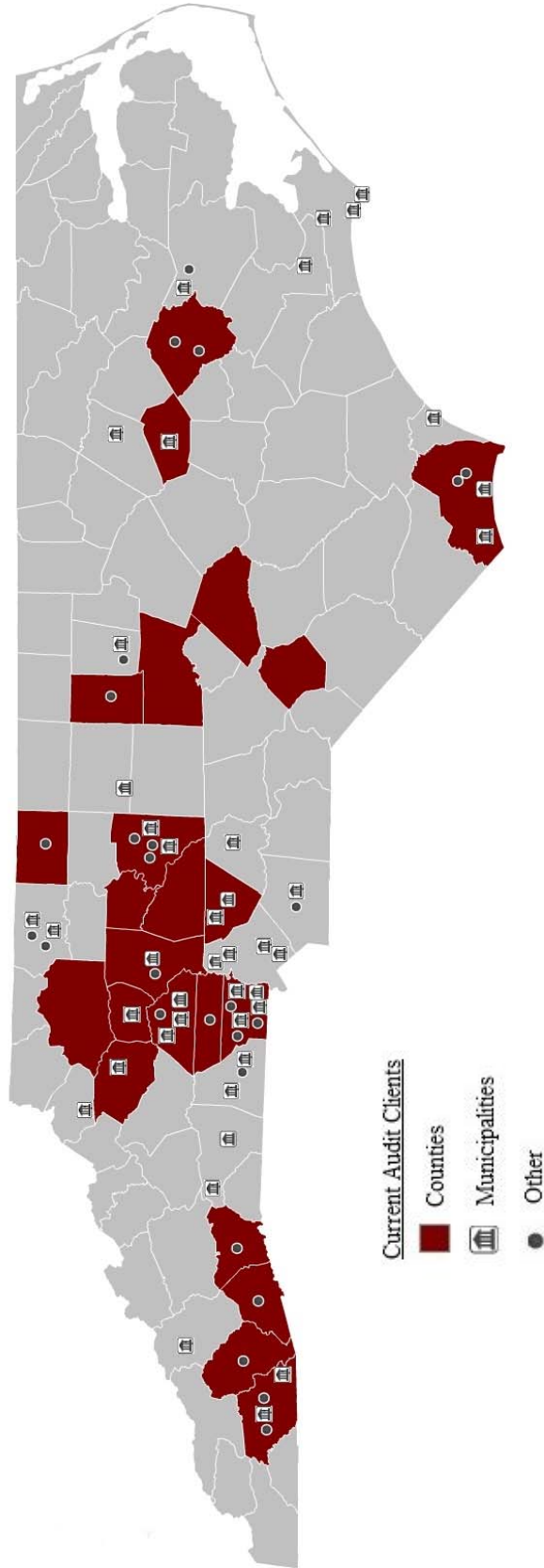
Quote from J. Michael Barham, NC Board of CPA Examiners at the 2009 Local Government Update

“If you want to improve the quality of Yellow Book and OMB audits, select your auditors based on the following criteria: experience, references, contact the firm's current audit clients, evaluate professional qualifications, evaluate the firm's commitment to CPE, the firm's peer review results, and contact the LGC about the firm's quality and timeliness; but most importantly, do not let the price be the driving force.”

SUPPLEMENTAL INFORMATION

North Carolina Is Our Neighborhood

Governmental Entities We Currently Audit



**Map as of June 30, 2020



Pender County Sale of property

TO: BOCC
FROM: Chad McEwen
DATE: May 17, 2021
SUBJECT: Approval of sale of real property (PIN 3228-84-6662-0000)

SUMMARY:

Surplus property is located on Highway 117 in St. Helena and owned by Pender County. Staff was instructed to advertised for sealed bids.

ACTION REQUESTED:

Approve offer received



Pender County Request for Board Action

TO: Board Of County Commissioners
FROM: Travis Henley
DATE: May 17, 2021
SUBJECT: Resolution Requesting Approval of a Conditional Zoning Map Amendment from PD, Planned Development to CZ-4, Conditional Zoning District 4.

SUMMARY:

Evolve Acquisitions LLC, applicant on behalf of Lanwillo Development Co. and Headwaters Properties LLC, owners, is requesting the approval of a Conditional Zoning Map Amendment from PD, Planned Development to CZ-4, Conditional Zoning District 4 for four (4) parcels to allow for two-hundred and ninety-four (294) multi-family residential units and three commercial outparcels, with numerous potential commercial uses to be allowable within the proposed conditional zoning district. The proposed development is located on the east side of US HWY 17 between the intersections with Hughes Road (SR 1618) to the south and Deerfield Drive (SR 1673) to the north, and approximately ±0.5 miles south of the intersection of US HWY 17 and NC HWY 210 in the Topsail Township. The subject properties may be further identified by the following Pender County PINs: 3282-74-3515-0000; 3282-74-1001-0000; 3282-74-6231-0000; and 3282-74-8862-0000.

ACTION REQUESTED:

To hold a Public Hearing and consider the Conditional Zoning Map Amendment.

PLANNING STAFF REPORT CONDITIONAL ZONING MAP AMENDMENT

SUMMARY:

Hearing Date: April 7, 2021 Planning Board
May 17, 2021 Board of Commissioners

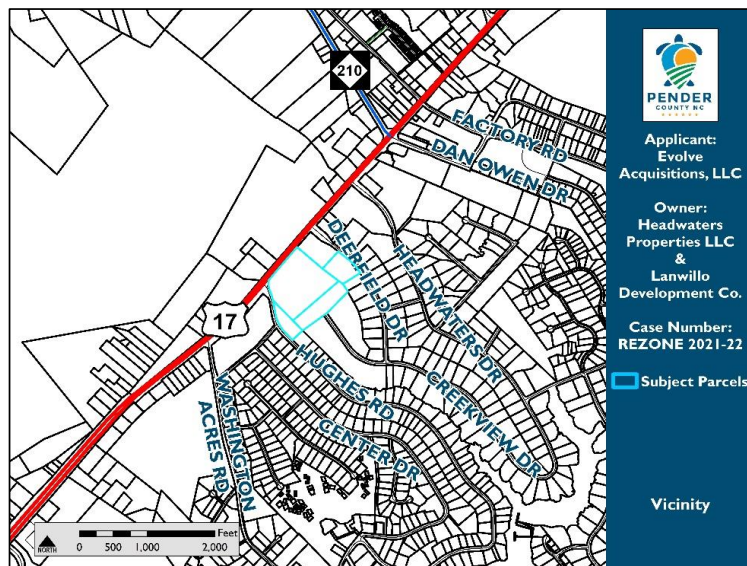
Applicant: Evolve Acquisitions, LLC

Property Owners: Lanwillo Development Company and Headwaters Properties, LLC

Case Number: REZONE 2021-22

Development Proposal: Evolve Acquisitions LLC, applicant on behalf of Lanwillo Development Co. and Headwaters Properties LLC, owners, is requesting the approval of a Conditional Zoning Map Amendment from PD, Planned Development to CZ-4, Conditional Zoning District 4 for four (4) parcels to allow for two-hundred and ninety-four (294) multi-family residential units and three commercial outparcels, with numerous potential commercial uses to be allowable within the proposed conditional zoning district.

Property Record Number, Acreage, and Location: The proposed development is located on the east side of US HWY 17 between the intersections with Hughes Road (SR 1618) to the south and Deerfield Drive (SR 1673) to the north, and approximately ±0.5 miles south of the intersection of US HWY 17 and NC HWY 210 in the Topsail Township. The subject properties may be further identified by the following Pender County PINs: 3282-74-3515-0000; 3282-74-1001-0000; 3282-74-6231-0000; and 3282-74-8862-0000.



RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The request for Conditional Zoning Map Amendment is compliant with the Pender County Unified Development Ordinance. The request is consistent with the Future Land Use Map, as well as three (3) goals, two (2) objectives, and five (5) policies within the Pender 2.0 Comprehensive Land Use Plan, while conflicting with one (1) objective and two (2) policies within the Plan.

At the April 7, 2021 meeting of the Pender County Planning Board, the Board voted unanimously to recommend denial of the petition as presented in this report. While the request on balance is consistent with the Pender 2.0 Comprehensive Land Use Plan, its inconsistencies lie in the infrastructure needed to

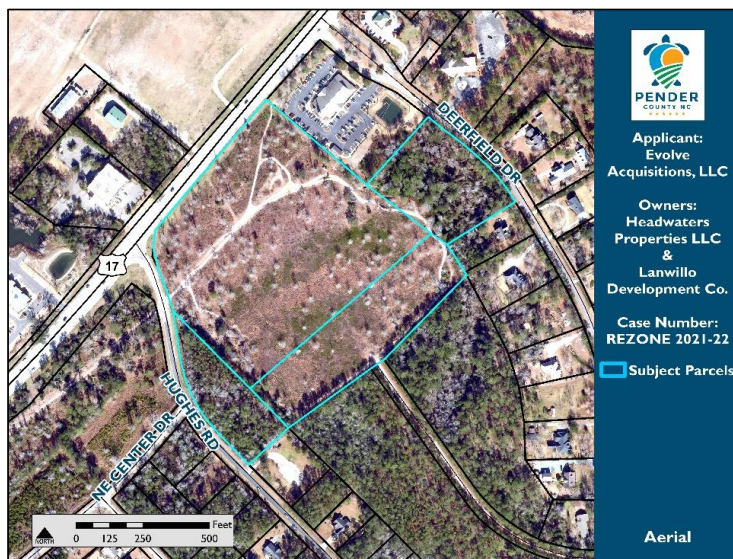
support such a proposal. Based upon the initial review of the proposal by various entities through the Technical Review Committee, Pender County Schools communicated to Planning Staff that the school system does not currently have the capacity to serve the proposed development, nor are there any plans currently adopted to increase capacity in the system at this time.

While the Pender 2.0 Comprehensive Land Use Plan supports the development types proposed in this request in this location, much of that support is qualified by ensuring that appropriate infrastructure is available or planned to be available to support that development. Therefore, Planning Staff respectfully recommend denial of the request based on the conditions outlined in this report. Staff have also provided draft conditions for a motion to approve.

PARCEL HISTORY

At their October 3, 2017 meeting, the Pender County Planning Board approved a Master Development Plan and Major Site Development Plan for the construction and operation of a mixed-use commercial development known as Headwaters Town Center. This approval was a revision of a previously approved project that was identical in terms of proposed land uses, but revised condition language relating to the phasing of the proposed project. This Master Development Plan included only non-residential uses, including 75,000 sq. ft. of grocery store and retail uses along with five (5) outparcels collectively totaling approximately ±5.21 acres. Per Section 3.5.4 of the Pender County Unified Development Ordinance, Master Development Plan approvals shall be valid for two (2) years. Due to the project failing to move forward in a manner to extend the validity of the Master Development Plan, the Plan expired on October 3, 2019.

The proposed site plan associated with the Conditional Zoning Map Amendment request is similar in terms of layout, with some carryover of proposed infrastructure, and also makes mention of previously approved conditions. These conditions are provided for contextual purposes only. As the previously approved Master Development Plan is expired, the Conditional Zoning Map Amendment described in this report is an unrelated submittal and no conveyances from the previous case should be considered automatically applicable to the newly-submitted case.



DEVELOPMENT PROPOSAL

Evolve Acquisitions, LLC, applicant, is requesting approval of a Conditional Zoning Map Amendment from PD, Planned Development to a new CZ-4, Conditional Zoning District 4, with associated Master

Development Plan that shall be specific to this district. The proposal includes two-hundred and ninety-four (294) multi-family units across twelve multi-family buildings, one of which including thirty (30) dwelling units, the other eleven including twenty-four (24) dwelling units. Additionally, the proposal includes three (3) parcels reserved for non-residential development along US HWY 17 to the north of the US HWY 17/Hughes Road intersection. The proposal also includes associated amenities for the residential uses, four roadways, a wastewater pump station, and other associated infrastructure.

Per the proposed Master Development Plan associated with the Conditional Zoning Map Amendment request, the multi-family component of the site is proposed to be constructed as one phase, including all amenities and all stormwater infrastructure. The non-residential outparcels along US HWY 17 shall be constructed as tenants are established. All phases of the proposed development shall occur in accordance with the parameters set by the requested Conditional Zoning District and the standards of the Unified Development Ordinance. Changes to the proposal, including modifications to layout, allowable uses, and dimensional standards, shall require the applicant to initiate another round of the Conditional Zoning Map Amendment process.

Dimensional Requirements

Per Section 3.3.9 of the Pender County Unified Development Ordinance, the applicant is requesting the dimensional standards shown in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses proposed to be included within Conditional Zoning District 4.

Side Yard	Setback
Front	5'
Side	5'
Rear	5'
Corner	5'
Max. Height	45'
Structure Separation	20'

Allowable Uses

Per Section 3.3.9.B of the Pender County Unified Development Ordinance, applicants for Conditional Rezoning shall provide a listing of all uses proposed for the conditional district. The proposed uses need not be limited to those allowable in any available by-right zoning district that exists within the Unified Development Ordinance. As shown on the attached site plan, the applicant has proposed the following non-residential uses to be allowable within proposed Conditional Zoning District 4 (shown on the following page):

Proposed Allowable Uses in Conditional Zoning District 4	
NAICS Code	Use
443	Electronic & Appliance Stores
445	Food & Beverage Stores
446	Health & Personal Care Stores
447	Gasoline Station
448	Clothing & Clothing Accessories Stores
451	Sporting Goods, Hobby, Book & Music Stores
453	Miscellaneous Store Retailers
454	Non-Store Retailers
491110	Postal Services
52	Finance and Insurance
53	Real Estate and Rental and Leasing
54	Professional, Scientific, and Technical Services
55	Management of Companies and Enterprises
561	Administrative and Support Services
611	Educational Services
6114	Business Schools, Computer and Management Training
6115	Technical and Trade Schools
6116	Other Schools and Instruction
622	Hospitals
7111	Performing Arts Companies
7114	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures
712	Museums, Historical Sites, and Similar Institutions
713940	Fitness and Recreational Sports Centers
71395	Bowling Centers
72111	Hotels and Motels
7221	Full Service Restaurants
7222	Limited Service Eating Places
7223	Special Food Services
7224	Drinking Places
8114	Personal & Household Goods, Repair & Maintenance
8121	Personal Care Services
812310	Coin Operated Laundries and Dry Cleaners
812320	Dry Cleaning & Laundry Services
8129	Other Personal Services
8131	Religious Organizations
8139	Business Professional, Labor, Political, and Similar Organizations
92	Public Administration

Density

The proposed net density of the project is shown in the table below in accordance with Section 4.6.7.A.1 of the Unified Development Ordinance, totaling approximately ± 12.12 units per acre. The proposed density conforms with the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan, from which guidance for residential project density in conditional rezonings is sourced. The Future Land Use Category for the subject properties is Regional Mixed Use, which envisions multi-family residential development at a density of up to fifteen (15) units per acre.

Total Acreage	24.26
Potential Wetland Acreage	0.86
Total Units	294
Net Density	12.12 u/a

Street Connectivity and Access

Ingress and egress to the proposed development is shown through multiple entrances. From a roadway perspective, the proposed development is similar to previous proposals for the subject properties. Included in the proposal is "Collector Road B" which is designed to run parallel to US HWY 17 connecting Deerfield Drive (SR 1673) in the north to Hughes Road (SR 1618) in the south at the intersection of Hughes Road and NE Center Drive (SR 1684). This roadway is proposed in accordance with the Pender County Collector Street Plan, with this portion of the roadway intending to be part of a larger parallel collector street to US HWY 17 that extends from Factory Road south toward Scotts Hill. "Road A" is proposed to connect "Collector Road B" to US HWY 17 as a public right-of-way, meeting US HWY 17 at a new signal-controlled intersection.

A graphic of the proposed cross section to be utilized for Collector Road B, which shall include a 10 ft. wide Multi-Use Path parallel to it, is provided below as shown in the Pender County Collector Street Plan:



Additional roadways include “Road C” which will connect Road A to Collector Road B as a private right-of-way and also provide primary access to the non-residential outparcels (in accordance with proposed condition of approval #9), as well as a roadway stub to the east to connect to the proposed development (49 single-family detached dwelling units) established in 2018 under RM-CD4, Residential Mixed Conditional District 4. Through this adjacent development, an additional connection point with Deerfield and Creekview Drives (SR 1673/1674) will be established. Road C will include on-street parking adjacent to the northbound lane.

Per Section 7.4.4, cross access corridors are required for all non-residential adjacent properties. Cross access corridors between the proposed non-residential outparcels will be required when site specific development plans are submitted for each outparcel. As specified in proposed condition of approval #9, the non-residential outparcels shall not have direct access to US HWY 17 in order to limit the amount of conflict points along that roadway.

In addition to being in conformance with the Pender County Collector Street Plan and the Pender County Unified Development Ordinance, the roadway network proposed to be established by the development outlined in this report will serve to significantly increase the interconnectivity of the surrounding community by providing an additional signalized intersection along US HWY 17 between Hughes Road and Deerfield Drive, establishing a connection between the Deerfield community and the signalized intersection at US HWY 17 and Washington Acres Road, and continuing a parallel roadway to US HWY 17 will continue to help reduce congestion and increase safety as more portions of the roadway are built.

Pedestrian Access

Per the applicant’s submitted site plan, pedestrian facilities are proposed along one side of all rights-of-way within the proposed development and throughout the residential portion of the development. Per a note on the submitted site plan, the applicant proposes the “creation of a walkable community with sidewalks on every street and throughout the apartment/future mixed use development.” The proposed pedestrian infrastructure is in conformance with the Pender County Unified Development Ordinance as well as the Pender 2.0 Comprehensive Land Use Plan’s vision for this portion of the County, whereby bicycle and pedestrian access to proposed developments is greatly encouraged.

Per proposed Conditions of Approval #7 and #8, the applicant shall also construct sidewalks along the external boundaries of the proposed development that border along existing roadways. Sidewalks shall be required along the Hughes Road and Deerfield Drive boundaries, while staff recommend a payment-in-lieu of construction of sidewalks along US HWY 17 to be established in increments as the outparcels move forward for development.

Traffic

A Traffic Impact Analysis (TIA) is required due to the number of trips projected to associate with the proposed development exceeding thresholds set by Pender County in the Unified Development Ordinance. A TIA was previously approved for the former conception of the project and is currently in the process of being updated to reflect the current proposal. The scoping document has been approved and may be found as an attachment to this report.

Parking

The Pender County Unified Development Ordinance does not establish parking minimums for residential development including the multi-family residential use type. As such, the submitted site plan is found to

be in conformance with the Unified Development Ordinance at this time, though parking will be reevaluated through the zoning approval process for conformance with all other parking design standards. The applicant has proposed five garage buildings in the context of the residential component of the project as well. Per the applicant's submitted narrative and site plan, the project is proposed to use pervious pavement for parking in concert with the Low Impact Development certification proposed as a condition of approval for the project.

As specific tenants for the non-residential component are not yet known, parking requirements for this portion of the project cannot be determined at this time. Through the site development plan approval process, parking will be reevaluated at point at which each outparcel moves forward, with the specific number of parking spaces dependent upon the use(s) or tenant(s) of each outparcel.

Landscape and Buffers

All landscape and buffers are to be approved in accordance with Section 8.2 of the Pender County Unified Development Ordinance with relation to landscaping and buffering. Type A buffers are proposed along all adjacent rights-of-way, a Type B buffer is proposed along all boundaries adjacent to the non-residential use to the north (The Church of Jesus Christ of Latter Day Saints), and a Type C buffer adjacent to all single-family residential uses. Due to the presence of a regional stormwater pond between the proposed development at the development to the east, the required Type C buffer along that border is proposed along Collector Road B instead of the property line. The buffer standards proposed are sourced from those required in the PD, Planned Development zoning district, and are in conformance with the Pender County Unified Development Ordinance, including the standards outlining Conditional Zoning Districts. All proposed buffers will be reevaluated through the zoning approval process.

Additionally, a Type C-3 Buffer is to be planted around the perimeter of the proposed pump station to provide a visual barrier for any adjacent residential properties due to comments received during the community meetings. All required project buffers are in compliance with Ordinance standards.

Significant Trees

A significant tree survey conforming with section 8.1.3 of the Pender County Unified Development Ordinance will be required prior to administrative approval of any subsequent Preliminary Plat or Site Development Plan within this project. A previous significant tree survey was provided in the context of a previous development proposal for the subject properties – per proposed condition of approval #3, an updated significant tree survey and mitigation plan shall be required prior to the issuance of zoning approval by Staff for any portion of the project. Any significant tree proposed for removal shall be mitigated by the on-site planting of two (2) trees of the same species with a minimum caliper of 2" or greater.

Open Space

Per Section 7.6.1.C of the Pender County Unified Development Ordinance, all new residential subdivisions shall provide open space in the amount of 0.03 acres per dwelling unit within the subdivision. No more than 50% of the required open space shall be designated as passive open space. 50% or more of the required open space shall be designated as active open space. A minimum of 8.82 acres of open space would be required for this development, with a minimum of 4.41 acres of open space required to be active open space. The applicant's submitted site plan demonstrates compliance with this requirement, and total open space provided exceeds that which is required by the Unified Development Ordinance.

The applicant has illustrated an amenity area, active transportation infrastructure, and there are several potential common areas in and around the proposed multi-family buildings for future residents of the development to use. Should the Conditional Rezoning be approved, conformance with open space requirements will be confirmed prior to administrative approval of project phases.

Recreational Units

Per Section 7.6.2 of the Pender County Unified Development Ordinance, developments are required to provide recreational units equivalent to financial credits based on the total proposed dwelling units as established in Table 5 below. The applicant has proposed 294 residential units and is therefore required to provide three (3) recreation units totaling a minimum of \$30,000. The applicant has illustrated an unspecified amenity area on the submitted plan.

Required Recreation Units		
Dwelling Units	Recreational Unit(s)	Financial Unit
34-99	1.0	\$10,000
100-150	1.5	\$15,000
151-200	2.0	\$20,000
201-250	2.5	\$25,000
251-300	3.0	\$30,000

Should the Conditional Rezoning be approved, conformance with ordinance requirements will be confirmed prior to administrative approval of project phases.

Utilities

The project has proposed water connection to Pender County Utilities (PCU); subject to review and approval by PCU. The development is proposed to be serviced by a County water service line that runs along US HWY 17. Wastewater service to the development is proposed through Pluris Hampstead, LLC, a private wastewater utility located along US HWY 17. All review and approvals for the wastewater services are subject to review and approval of the private wastewater entity and the State of North Carolina, in conjunction with Pender County. Additionally, a Type C-3 Buffer shall be located around the perimeter of the proposed pump station to act as an enhanced buffer to nearby residential properties.

Environmental Concerns

Stormwater

The Pender County Unified Development Ordinance requires projects proposed under a high-density stormwater permit from the North Carolina Department of Environmental Quality (NCDEQ) to be designed to retain stormwater from a 25-year, 24-hour storm event. This is a storm event that has a 4% chance of occurring per year. The applicant initially proposed the project with a stormwater retention system that exceeds the standards of the Unified Development Ordinance in that it is proposed to retain stormwater from the 100-year, 24-hour storm event. Per Conditional of Approval #2, the applicant shall be required to provide the Unified Development Ordinance-provided engineer's stormwater certification with modifications referencing the 100-year, 24-hour storm event prior to the issuance of any final plat or certificate of occupancy.

Additionally, the applicant has also proposed the project to meet Pender County's Low Impact Development standards. Where the previously referenced standards address stormwater quantity, Low Impact Development implementation has implications for water quality impacts that occur due to

stormwater runoff. Low Impact Development certification requires the implementation of Best Management Practices (BMPs) to treat stormwater runoff on-site to ensure it does not impact water quality in surrounding waterways. Per Condition of Approval #1, Planning Staff shall require the Low Impact Development certification located in the Unified Development Ordinance prior to the issuance of zoning approval for any portion of the site.

The applicant's submitted site plan shows a regional stormwater pond to the east that is intended to also be utilized by the proposed single-family detached development on that parcel. This is consistent with the Conditional Zoning Map Amendment approval for those parcels.

Wetlands

There are wetlands located on the proposed development as shown on the submitted site plans. Any development within these areas may be subject to the permit requirements of Section 404 of the Clean Water Act under review and approval of the US Army Corps of Engineers. Per the applicant's submitted site plan, the proposed development is intended to avoid wetlands where possible and the intended wetlands impact across the entire site is less than a tenth of an acre. Wetlands Impact permits shall be required prior to the issuance of zoning approval for any portion of the development that proposes impacts to wetlands.

Flood

The subject properties are not located within a designated Special Flood Hazard Area.

Tree Survey

Per the applicant's submitted site plan, the development was designed to preserve significant trees on-site where they do not interfere with essential infrastructure improvements. In the context of previous development proposals, previous applicants provided a significant tree survey. Planning Staff shall require an updated significant tree survey and associated mitigation plan prior to the issuance of zoning approval for any portion of the proposed development. Per the Pender County Unified Development Ordinance, any significant tree proposed to be removed is required to be mitigated by planting two (2) of the same species of tree on-site. Such plantings shall be required to have a caliber width of 2" or greater at the time of planting.

Permits

All applicable local, state, and federal agency permits including a Stormwater Management Permit, Sedimentation and Erosion Control permit, wetlands impact permits, and NCDOT Driveway Permit will be required prior to the approval of each phase as applicable.

PUBLIC INPUT MEETING

In accordance with the Pender County Unified Development Ordinance, the applicant held a public input meeting on Thursday, February 4, 2021 at the Hampstead Annex. Among the concerns raised by the public and noted by the applicant in the attached meeting summary include the multi-family component of the project, specifically whether or not Section 8 housing would be included in the project and the height and visibility of the proposed buildings, in addition to impacts on the school system, stormwater and flooding, and traffic.

TECHNICAL REVIEW COMMITTEE (TRC) RESPONSES

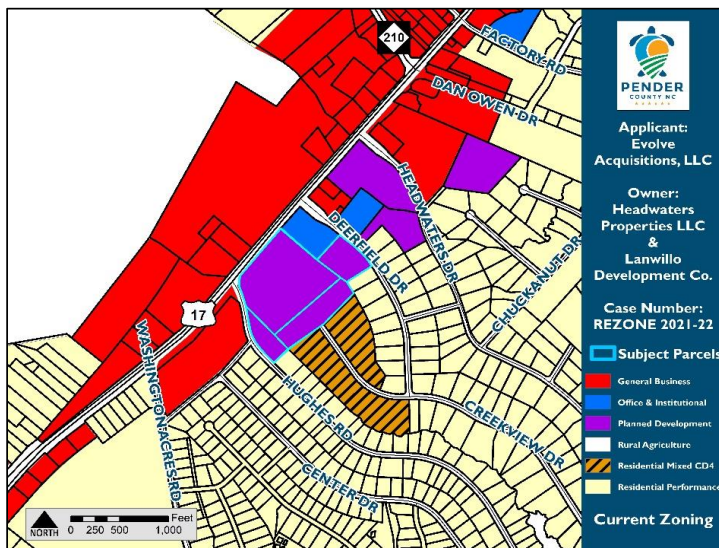
Due to the impacts of COVID-19, Pender County's Technical Review Committee meeting was held virtually over the course of multiple days in early January, 2021. Comments received are located in Attachment 8

incorporated within this report. As previously stated, compliance with all appropriate local, state, and federal rules will be ensured through the zoning approval process should the Conditional Zoning Map Amendment request be approved. This process will include additional review by the members of the Technical Review Committee.

EVALUATION

A. **Public Notifications:** Public Notice of the proposal for the Master Development Plan and Major Site Plan has been advertised in the Pender-Topsail Post and Voice. Adjacent property owners within 500' of the proposed development have been given written notice of the request, and a public notification sign has been placed on the property.

B. **Existing Zoning in Area:** The subject properties are current located within the PD, Planned Development zoning district. Properties in the GB, General Business and O&I, Office and Institutional zoning districts exist to the north, west, and south. The majority of parcels to the east are within the RP, Residential Performance zoning district, as well as the proposed single-family detached development within the RM-CD4, Residential Mixed Conditional Zoning District 4.



C. **Existing Land Use in Area:** The site is currently vacant and is immediately surrounded commercial uses to the northeast, including The Church of Jesus Christ of Latter Day Saints, vacant land directly south, and residential uses to the east, including the Deerfield and Washington Acres subdivisions. The Beacon Building, vacant land (Spot Festival tract), and other commercial uses are located to the west across US HWY 17.

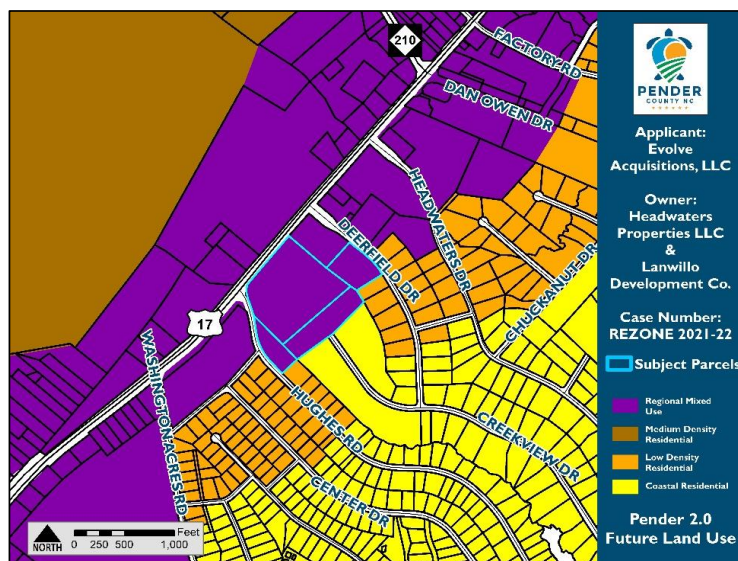
D. **Pender 2.0 Comprehensive Land Use Plan Compliance:** The subject properties are located within the Regional Mixed Use Future Land Use Category as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. The regional mixed use category will allow for the strategic allocation of future development and population growth, while limiting land use conflicts within existing neighborhoods. Growth is focused in locations that are served by water/sewer infrastructure and are located along planned major collector roadways and existing primary roadway corridors in the southern portion of the County (I-40, US 17, US 117, US 421, and NC-210). This future land use category provides access to retail, office, and multi-family residential uses. These land uses are primarily accessed by the automobile, but facilities should be included to increase the viability of access via walking or cycling.

The preferred land use mix is primarily commercial/retail and office with multi-family residential uses. Large employment centers and retail spaces are encouraged. Higher density single-family uses should account for less than 25% of a development proposal and should complement a more substantial mix of commercial/office and multi-family development. Development within this category should provide ample landscaping and street trees to present an inviting environment to travelers passing through the County. More intense commercial and offices uses requiring larger lots sizes, parking area, and stormwater infrastructure are permitted in this land use category. Artisan manufacturing is encouraged in this category. Inappropriate uses include medium and low-density single family uses, as well as storage facilities and industrial uses.

Big box buildings, such as department stores, variety stores, warehouse retail centers, grocery stores, furniture outlets, and similar buildings shall be designed such that the exterior façade has the appearance of several smaller, human scale, buildings through the use of vertical treatments and elements that break up the horizontal wall.

Internal circulation patterns should create street-like spaces lined with on-street angled or parallel parking and parking areas. Internal pedestrian connections should also be provided whereby structures within a development are connected with each other. Sidewalks should connect all buildings within the site and to adjoining sites. Sidewalks should have street trees and pedestrian lighting. Surface parking lots should be heavily shaded, landscaped, and located in the rear of new development where practicable. Shared parking should be encouraged where multiple uses are located within walking distance (1/4 mile). Stormwater infrastructure should be located behind buildings or incorporated into the design of the development as an amenity. Development density within this category allows for up to 15 units per acre for multi-family residential development and up to 10 units per acre for single family development.

From the perspective of the Future Land Use Map and the desired development outcomes proposed by it over a 30-year planning horizon, the proposed development is consistent with the County's preferred growth pattern for the subject properties for a number of reasons. The proposal includes both multi-family residential and non-residential uses along the existing primary corridor through the Hampstead area. The project is proposing to construct a walkable community, with pedestrian facilities along roadways along project boundaries and internal to the project. Furthermore, the project is proposing a stormwater management system that is proposed to retain more stormwater than is required by the Unified Development Ordinance, be a certified Low



Impact Development, and also uses some of the stormwater management system as an amenity. Finally, the project seeks to increase the interconnectivity of the surrounding community by extending an existing collector street and providing an additional, signal-controlled access point to US HWY 17.

In addition to the Future Land Use Map, the Conditional Zoning Map Amendment was found to be consistent with three (3) goals, two (2) objectives, and five (5) policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 3.1.H: Low Impact Development (LID): The County supports Low Impact Development practices. Such LID practices may include retaining/infiltrating most of the runoff on-site, maximizing the use of permeable pavements, reducing the amount of impervious coverage, and clustering housing to allow a profitable development density while maximizing open space and minimizing wildlife habitat fragmentation.

Goal 4.2: Manage the timing, location and intensity of growth by coordinating transportation improvements in accordance with development and ensuring safe and efficient modes of transportation are available to all residents and visitors.

Policy 4.2.F: Collector Street Plan: The County shall continue to support and implement the Pender County Collector Street Plan when reviewing and approving new development proposals within the WMPO Boundary area of the County.

Goal 4.3: Provide safe opportunities for walking and cycling, while supporting the need for paratransit service and other alternatives to provide transportation choices for residents and visitors.

Objective 4.3: Encourage alternative means of transportation to reduce traffic, enhance economic development, offer services to those without use of a vehicle, and provide recreational opportunities for residents and visitors.

Goal 5.1: Land Use and Growth Management: Manage the physical growth and development of Pender County by encouraging more intensive land uses in key locations identified for such growth while preserving and protecting the unique physical character and social assets of the rural heritage and coastal habitat that makes the County a unique place to live.

Objective 5.1: Land Use and Growth Management: Ensure that development and use of resources balances protection of natural resources and agricultural lands with economic development, avoids risks to public health and welfare, and is consistent with the capability of the land.

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

Policy 5.1.H: Mixed Use Development: The County supports a wide range of commercial and residential development at varying intensities, when appropriately located, and provided that impacts to adjacent property owners and traffic congestion is mitigated.

Policy 5.1.V: Residential Development: The County supports a range of housing types and development at appropriate densities and locations that are compatible with their surroundings and are in accordance with the future land use map.

The proposed project fulfills several desired outcomes for development as outlined in the Pender 2.0 Comprehensive Land Use Plan. These outcomes include extending existing collector streets and promoting increased interconnectivity for multiple communities, providing pedestrian facilities across the proposed development, and incorporating mixed use and multi-family development types in an area of the County in which this type of development is desired. Furthermore, the project is intending to provide above-average stormwater management infrastructure in the form of an increased stormwater retention standards and a Low Impact Development (LID) certification.

The proposed Conditional Zoning Map Amendment was found to conflict with one (1) objective and two (2) policies within the Pender 2.0 Comprehensive Land Use Plan:

Objective 4.6: Ensure adequate student space in Pender County Public Schools and encourage co-location of community facilities.

Policy 5.1.C: Coordination with Infrastructure/Services: The County shall encourage development in areas where the necessary infrastructure – roads, water, sewer, broadband, and schools – is available, planned or can be most cost effectively provided and extended to serve existing and future development. Natural resource conservation should be considered.

Policy 5.1.D: Focused Growth and Development: The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Pender County Schools has indicated that insufficient capacity is available to serve the proposed development at this time, and the Pender 2.0 Comprehensive Land Use Plan only supports otherwise-consistent development applications when appropriate infrastructure is available to serve them.

- E. **Unified Development Ordinance Compliance:** Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against the following criteria:

Utilities

The applicant has provided statements from Pender County Utilities and Pluris Hampstead, LLC that state that water and wastewater service is available for the subject properties. Should the proposed Conditional Zoning Map Amendment be approved, any final zoning approvals are contingent upon review and approval by appropriate local and state agencies with relation to water and wastewater service provision.

Traffic & Roadways

The subject property has direct frontage on US HWY 17. Average Annual Daily Trips (AADT) and capacity of US Hwy 17 in this area are 39,000/66,000 (V/C), which represents a V/C ratio of 0.59:1, suggesting that traffic volumes are approximately 59% of the full capacity of the roadway.

A Traffic Impact Analysis (TIA) has been scoped for the proposed development. A Traffic Impact Analysis is required when the development generates 100 trips in the morning or peak hours or 1,000 trips per day. The proposed development is projected to result in 3,813 daily trips, 342 adjusted AM peak hour trips, and 414 adjusted PM peak hour trips at buildout. Any traffic management requirements and/or roadway improvements will be required by the NCDOT and will be required to be compliant with the NCDOT's Driveway Manual.

Schools

294 residential units are proposed in this application. Therefore, an impact to the school system should be anticipated. In consultation between Planning Staff and Pender County Schools, the school system indicated that insufficient school capacity was available to support the proposed residential construction (see attached email).

3.3.9.B.3) Review Approval Criteria for Conditional Rezoning

When evaluating an application for the establishment of a conditional zoning district, the reviewing bodies shall consider the following:

- i) The Approval Criteria for a Rezoning.
- ii) That the application meets the intent of a conditional rezoning, per this subsection.
- iii) That the contents of the application are complete, sufficient, and recorded appropriately either as conditions of approval or on the associated site plan or preliminary plat, and that the appropriate procedures have been followed.
- iv) The potential impacts and/or benefits on the surrounding area and adjoining properties.
- v) The report of results from the public input meeting.
- vi) That sufficient guarantee is in place or can be made that any off-site impacts generated by the proposed project shall be mitigated appropriately at the time the need for the mitigating action is generated.

CONDITIONS FOR APPROVAL OF PETITION

Per Section 3.3.9.B.4) of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

Planning staff have identified the following conditions of approval to consider in a motion to recommend approval of the request. These conditions of approval have been sourced from the "Superior Design"

components of the design as submitted by the applicant as well as previous approvals for other projects proposed for the subject properties and have been agreed to by the applicant:

1. The applicant shall be required to submit Low Impact Development design certifications in accordance with Section 7.14 of the Pender County Unified Development Ordinance prior to receiving zoning approval for any phase of the proposed development.
2. In accordance with Section 7.9 of the Pender County Unified Development Ordinance, the applicant shall be required to submit stormwater certifications with updates to reference the proposed 100-year pre-post retention standard.
3. The applicant shall be required to submit an updated significant tree survey and mitigation plan prior to issuance of zoning approval for any portion of the site.
4. The applicant shall be required to demonstrate species and location of native vegetation on all submitted site development plans or preliminary plats.
5. Prior to the issuance of a Certificate of Occupancy for any residential building, all roadways shall be installed and certified in accordance with the standards for such found within the Pender County Unified Development Ordinance.
6. The non-residential outparcels shall include pedestrian facilities that provide effective pedestrian linkages to the residential component of this project and the surrounding community as a whole.
7. Pedestrian facilities shall be constructed along the portions of Hughes Road and Deerfield Drive that border the proposed development.
8. A pedestrian easement shall be required along US HWY 17 in advance of the U-5732 Hampstead Median Project, which will include sidewalks along both sides of US HWY 17 at the time of construction. All sidewalks and multi-use paths within the development shall be maintained by the development, unless they are proposed within a current or future NCDOT right-of-way. A tri-party agreement shall be required for such facilities within NCDOT rights-of-way.
9. Parcels 1-3 shall only be accessed internally to the development; no direct access to these parcels from US HWY 17 shall be permitted.
10. A type C-3 Buffer shall be located around the perimeter of the proposed pump station.

RECOMMENDATION

Planning Staff is submitting the proposal for Board of Commissioners disposition. The request for Conditional Zoning Map Amendment is compliant with the Pender County Unified Development Ordinance. The request is consistent with the Future Land Use Map, as well as three (3) goals, two (2) objectives, and five (5) policies within the Pender 2.0 Comprehensive Land Use Plan, while conflicting with one (1) objective and two (2) policies within the Plan.

At the April 7, 2021 meeting of the Pender County Planning Board, the Board voted unanimously to recommend denial of the petition as presented in this report. While the request on balance is consistent with the Pender 2.0 Comprehensive Land Use Plan, its inconsistencies lie in the infrastructure needed to support such a proposal. Based upon the initial review of the proposal by various entities through the Technical Review Committee, Pender County Schools communicated to Planning Staff that the school system does not currently have the capacity to serve the proposed development, nor are there any plans currently adopted to increase capacity in the system at this time.

While the Pender 2.0 Comprehensive Land Use Plan supports the development types proposed in this request in this location, much of that support is qualified by ensuring that appropriate infrastructure is available or planned to be available to support that development. Therefore, Planning Staff respectfully

recommend denial of the request based on the conditions outlined in this report. Staff have also provided draft conditions for a motion to approve.

BOARD OF COMMISSIONERS ACTION NEEDED:

TO APPROVE: Motion to conditionally approve the Conditional Zoning Map Amendment and to make a finding that the approval is consistent with the following goals, objectives, and policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 3.1.H**
- **Goal 4.2**
- **Policy 4.2.F**
- **Goal 4.3**
- **Objective 4.3**
- **Goal 5.1**
- **Objective 5.1**
- **Policy 5.1.K**
- **Policy 5.1.H**
- **Policy 5.1.V**

The proposed rezoning is consistent with the Regional Mixed Use Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan because the proposed development is of an appropriate density for the area, enhances local transportation infrastructure, and utilizes design techniques to minimize stormwater runoff and create a walkable, interconnected community.

TO DENY: Motion to deny the Conditional Zoning Map Amendment and to make a finding that the proposal is inconsistent with the following objective, and policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Objective 4.6**
- **Policy 5.1.C**
- **Policy 5.1.D**

While the proposed rezoning is consistent with the Regional Mixed Use Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan, the lack of available infrastructure – specifically schools – to support the proposed development renders the proposal inconsistent with the Pender 2.0 Comprehensive Land Use Plan.

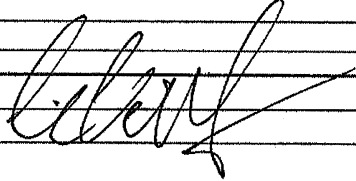
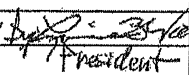
BOARD ACTION FOR CONDITIONAL ZONING MAP AMENDMENT:

Motion: _____ Gruntfest _____ Seconded _____ Teachey _____

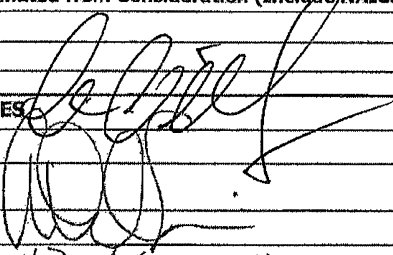
Approved: _____ **Denied:** _____ X _____ **Unanimous** _____ X _____

McClammy: X Jordan: X Buchanan: X Gruntfest: X Pitts: X Teachey: X

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	Date	
Application Fee	\$	Invoice Number	
Pre-Application Conference		Hearing Date	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	EVOLVE ACQUISITIONS, LLC - MIKE WINSTEAD	Owner's Name:	Lanwillo Development Co.
Applicant's Address:	2918-A MARTINSVILLE ROAD	Owner's Address:	2325 Tatersalls Dr.
City, State, & Zip	GREENSBORO, NC 27408	City, State, & Zip	WILMINGTON, NC 28403
Phone Number:	910-239-9120	Phone Number:	910-619-0248
Email Address:	MIKE@EVOLVECOS.COM	Email Address:	CLAUDE@SWAINASSOCIATES.COM
Legal relationship of applicant to landowner: APPLICANT IS DEVELOPER OF PROPERTY			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3282-74-3515-000 3282-74-1001-000	Total property acreage:	24.26
Current Zoning District:	PD	Proposed Zoning District:	CONDITIONAL DISTRICT
Project Address or Location:	HWY 17 BETWEEN HUGHES ROAD AND DEERFIELD DRIVE		
Proposed Uses to be Considered (Include NAICS Code):			
COMMERCIAL			
MULTI-FAMILY			
See attached narrative.			
Proposed Uses to be Eliminated from Consideration (Include NAICS Code):			
SECTION 3: SIGNATURES			
Applicant's Signature			Date: 1.25.21
Applicant's Name Printed			Date:
Owner's Signature	LANWILLO DEVELOPMENT COMPANY, INC. 		Date: 01/19/21
Owner's Name Printed	Lonnie Williams, Jr. President		Date:
NOTICE TO APPLICANT			
1. Applicant must also submit the information described on the Rezoning Checklist. 2. Applicant or agent authorized in writing must attend the public hearing. 3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing. 4. All fees are non-refundable. 5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda.			

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	Date	
Application Fee	\$	Invoice Number:	
Pre-Application Conference		Hearing Date	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	EVOLVS ACQUISITIONS, LLC - MIKE WINSTEAD	Owner's Name:	HEADWATERS PROPERTIES, LLC
Applicant's Address:	2918-A MARTINSVILLE ROAD	Owner's Address:	1131-B MILITARY CUTOFF ROAD
City, State, & Zip	GREENSBORO, NC 27408	City, State, & Zip	WILMINGTON, NC 28405
Phone Number:	910-239-9120	Phone Number:	910-239-5590
Email Address:	MIKE@EVOLVECOS.COM	Email Address:	CLAUDE@SWAINASSOCIATES.COM
Legal relationship of applicant to landowner: APPLICANT IS DEVELOPER OF PROPERTY			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3282-74-3515-000 3282-74-1001-000	Total property acreage:	24.26
Current Zoning District:	PD	Proposed Zoning District:	CONDITIONAL DISTRICT
Project Address or Location:	HWY 17 BETWEEN HUGHES ROAD AND DEERFIELD DRIVE		
Proposed Uses to be Considered (Include NAICS Code):			
COMMERCIAL			
MULTI-FAMILY			
See attached narrative.			
Proposed Uses to be Eliminated from Consideration (Include NAICS Code):			
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	1.25.21
Applicant's Name Printed		Date:	
Owner's Signature		Date:	1/19/2021
Owner's Name Printed	H. David Swain, Manager	Date:	1/19/2021
NOTICE TO APPLICANT			
1. Applicant must also submit the information described on the Rezoning Checklist. 2. Applicant or agent authorized in writing must attend the public hearing. 3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing. 4. All fees are non-refundable. 5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda.			

Hawthorne at Headwaters Narrative

Evolve Acquisitions, LLC is requesting a conditional rezoning to allow for approximately 294 multifamily units and commercial and retail on three outparcels located directly off of HWY 17 and currently zoned PD. The subject parcels include 3282-74-8862-0000, 3282-74-6231-0000, 3282-74-3515-0000, and 3282-74-1001-0000 totaling ±24.26 acres.

The future land use plan classification identifies this site as regional mixed use which allows up to 15 units/acre. Our design integrates a planned collector road between Hughes Road and Deerfield Drive and public road connection to connect to Hwy 17. As part of the collector road, we are implementing an 8-foot multi use path along one side of the road and bike lanes. We are also having sidewalks throughout the development to promote a walking project. This project is asking for the increase in density through exceptional design features. We understand that stormwater on this and all sites throughout the county are of major importance. We are proposing to go above and beyond the county stormwater requirements of the 25-year event but designing our stormwater BMP's to control the peak stormwater flow up and including the 100-year event. We believe this not only enhances our project but also addresses some of the County's and downstream neighbors' concerns. We also will amenitize the ponds by placing fountains, walking trails and lookout viewing stations therefore having the pond be a vital part of our active open space. In addition to handling the peak flow from the larger storms, in and around the amenity, we will integrate pervious parking and vegetated bioretention areas to be used as both secondary water quality treatment and an addition to the natural aesthetics.

The property has a current traffic impact analysis in place, and we are in the process of modifying through the WMPO for the change of use. Currently we have preliminary approval at our main entrance for a traffic signal, this access lines up with the entrance for the property across Hwy 17. By working with the landowner across Hwy 17, we are minimizing new access points to the highway and helping with traffic movements for residents that live off Deerfield and Hughes Roads. In addition, this will allow for easier traffic flow for any future development that occurs on the 42 (currently zoned GB) property across Hwy 17. As part of the TIA modification, the timing of when the light is warranted will be determined and improvements installed accordingly.

The project has arrangements for utilities in to be installed with this proposed project. The site will be served by Pluris of Hampstead, LLC for sewer and Pender County engineering for public water. For the subject site and the residential property that was rezoned on November 20, 2018, a regional pump station will be constructed and connect to main line along Hwy 17.

Superior Design strategies have been included and highlighted on the plan to qualify the project for the proposed density increase. These efforts include:

1. This plan outlines the Implementation of LID measures (to the extent possible) in accordance with Pender County UDO 7.14, NC State Statutes and *Chapter 4: LID Stormwater BMPs of North Carolina State University's Low Impact Developments Guidebook for North Carolina*. These measures include the stormwater management and runoff treatment requirements therein and include the implementation of the following:

- a. Compliance with requirements for stormwater management as set forth in NC State 15A NCAC 02h.1005 (storm water ponds will be sized with final soils reports)
 - b. Utilization of a combination of engineered, structural LID BMPs as defined in *Chapter 4: LID Stormwater BMPs of North Carolina State University's Low Impact Developments Guidebook for North Carolina* and designed in accordance with NC State 15A NCAC 02h.1008 to treat runoff from all surfaces generated by one and one-half inches of rainfall, in order to achieve average annual 90% Total Suspended Solids (TSS) removal for the developed area of the site
 - c. Utilization of a combination of engineered structural LID BMPs as defined in *Chapter 4: LID Stormwater BMPs of North Carolina State University's Low Impact Development: A Guidebook for North Carolina* to control and treat the increase in storm water runoff volume associated with post-construction conditions as compared with pre-construction (existing) conditions for the 1-year frequency, 24-hour duration storm event in order to achieve a storage volume discharge rate equal to or less than the predevelopment discharge rate for the 1-year, 24-hour storm event. This may be achieved by hydraulic abstraction, recycling or reuse, or the other accepted management practices as described in the North Carolina Department of Water Quality's *Stormwater Best Management Practices Manual*, and in consultation with North Carolina State University's *Low Impact Developments Guidebook for North Carolina*, which includes:
 - i. bio retention / rain gardens
 - ii. permeable pavement
 - iii. water harvesting / rain barrels
 - iv. swales
 - v. infiltration strips and basins
2. Preservation of majority of wetlands on site, intended wetland impact is less than 0.1ac.
 3. Preservation of significant trees on site per UDO Section 8.1.3.A.2.
 5. Preservation of existing natural landforms and drainage patterns, reducing the amount of required grading.
 6. Use of native and adaptive plants well suited to our southeastern North Carolina climate.
 7. Creation of walkable community with sidewalks on every street & throughout the apartment/future mixed-use development.
 8. Providing an 8-foot multi-use trail and bike lanes along the collector road.
 9. Connection of sidewalks to secondary collector road to Hwy 17.
 10. Additional buffers along existing residential areas.
 11. Fountains, lookout viewing stations and walking trails around the stormwater pond.
 12. Educational opportunities in and around the LID stormwater practices.
 13. Handling the pre/post runoff up to and including the 100-year storm event.
 14. Implementation of pervious paving at amenity area patios.
 15. Provision of multi-purpose outdoor recreation spaces.

16. Installation of an accessible 2-12-year-old playground at the multifamily active open space.
17. Creation of courtyards at the apartment area, serving as gathering spaces and promoting social interaction.

In addition to the Superior Design measures proposed that fall under the Pender County UDO and as defined in *Chapter 4: LIS Stormwater BMPs* of North Carolina State University's *Low Impact Development: A Guidebook for North Carolina*, the project strives to implement strategies found in neighboring municipalities which result in density increases, such as:

1. use of LID techniques as described in this narrative,
2. wetlands preservation,
3. inclusion of porous pavement to minimize stormwater runoff,
4. preserving undeveloped open space and existing vegetation, and
5. xeriscaping to minimize water use.

Evolve Acquisitions, LLC, not only seeking to satisfy Pender County's requirements for a Superior Design project, has also investigated other leading exceptionally designed project standards and requirements and is including the following strategies integral in those projects:

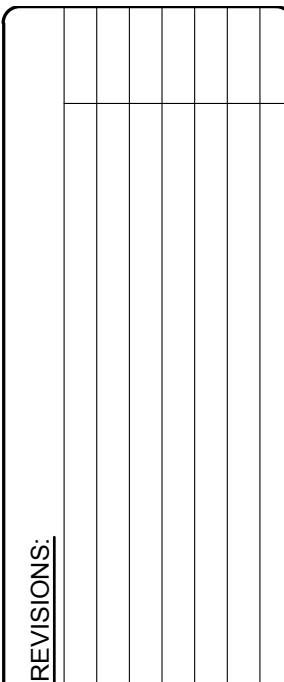
1. Preservation of wetlands.
2. Managing storm water on site.
3. Using storm water management and treatment features as amenities.
4. Use of native and adaptive plants.
5. 100-year pre/post stormwater peak flow design.

In additional to the proposed multifamily units, the conditional rezoning includes the potential for the three outparcels to contain a mix of restaurant and retail. The applicant requests the proposed uses as follows:

NAICS CODE	USE
441	Motor Vehicle and Parts Dealers
442	Furniture and Home Furnishing Stores
443	Electronic & appliance stores
444	Building Material, Garden Equipment and Supplies Dealers
445	Food & Beverage Stores
446	Health & Personal Cares Stores
447	Gasoline Station
448	Clothing & clothing accessories stores
451	Sporting Goods, hobby, book and music stores
453	Miscellaneous Store Retailers
454	Non-Store Retailers
491110	Postal Services
52	Finance & Insurance
53	Real Estate & Rental & Leasing
54	Professional, Scientific & Technical Services

55	Management of Companies & Enterprises
561	Administrative & Support Services
611	Educational Services
6114	Business Schools, Commuter and Management Training
6115	Technical & Trade Schools
6116	Other School & Instruction
622	Hospitals
7111	Performing Arts Companies
7114	Agents & Managers for Artists, Athletes, Entertainers & Other Public Figures
712	Museums, Historical Sites & Similar Institutions
713940	Fitness & Recreational Sports Centers
71395	Bowling Centers
72111	Hotels & Motels
7221	Full Service Restaurants
7222	Limited Service Eating Places
7223	Special Food Services
7224	Drinking Places
8111	Automotive Repair and Maintenance
8114	Personal & Household Goods, Repair & Maintenance
8121	Personal Care Services
812310	Coin Operated Laundries & Dry Cleaners
812320	Dry Cleaning & Laundry Services
8129	Other Personal Services
8131	Religious Organizations
8132	Grant making and Giving Services
8133	Social Advocacy Organizations
8139	Business Professional, Labor, Political, & Similar Organizations
92	Public Administration

The conditional rezoning is not requesting any Sector 21, 22, 23, or 31-33 uses with the exception of Artisan Manufacturing.

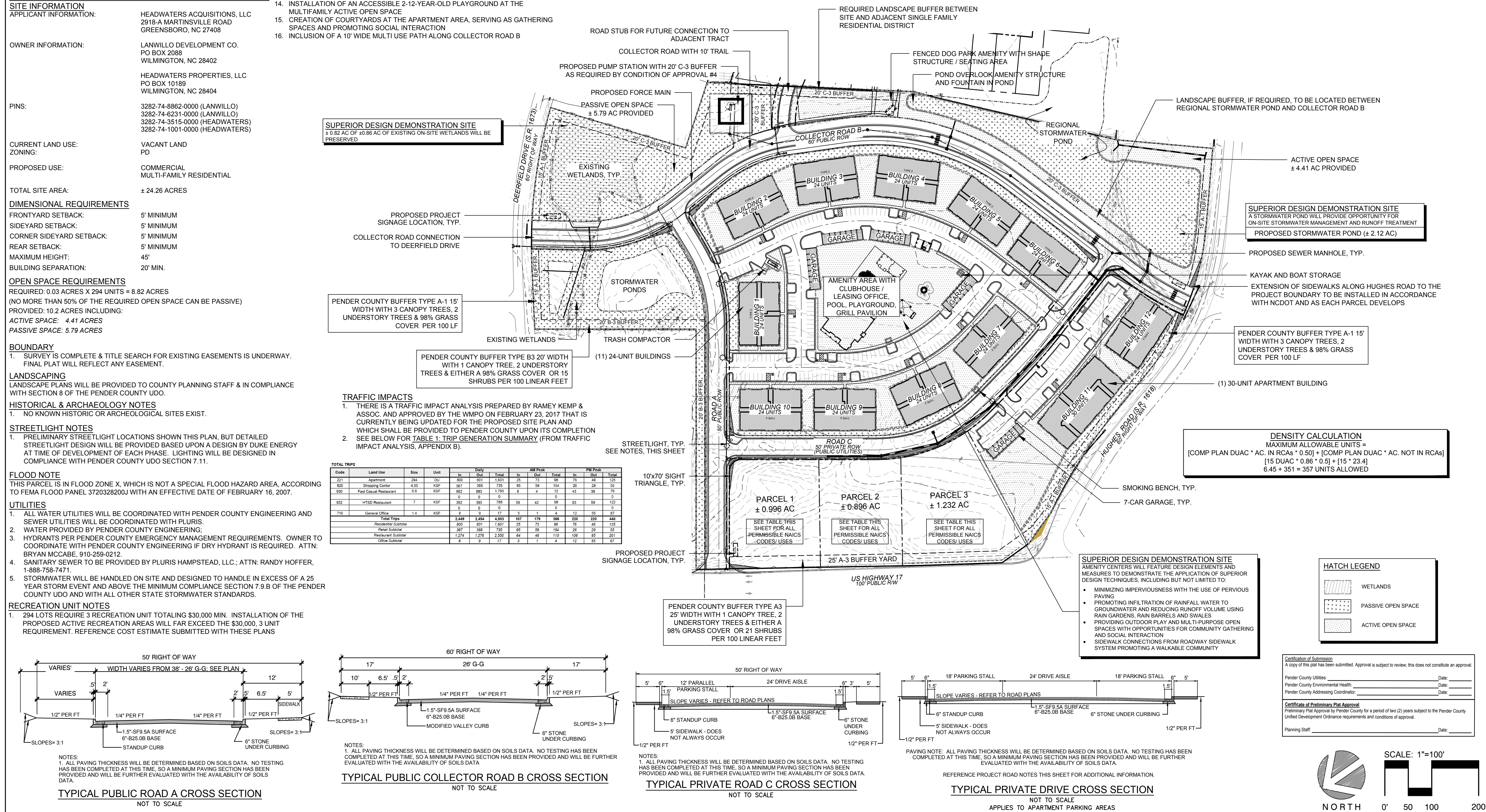


NC License #: C-2846

MASTER DEVELOPMENT PLAN
OVERALL SITE PLAN
EVEOLVE HEADWATERS APARTMENT'S
HAMPSTEAD
PENDER COUNTY, NORTH CAROLINA

MDP
PEL IOR#: 20358 PE

PRELIMINARY DESIGN - NOT RELEASED FOR CONSTRUCTION



Community Meeting Summary
for Conditional Rezoning Request by Evolve Acquisitions, LLC
Meeting Date & Time: Thursday, February 4, 2021, 6:00 PM -7:00 PM
Meeting Location: Hampstead Annex

Paramounte Engineering, Inc. (PEI), Evolve Acquisitions, LLC (Evolve), and Swain & Associates (Swain) (collectively, Development Team) hosted a meeting to introduce the proposed development for Hawthorne at Headwaters to the adjacent neighbors attending the meeting. Property owners within 500 ft. of the proposed development (as required by Pender County) were notified of the community meeting by mail on January 25, 2021.

The open-house style meeting allowed people to view a context aerial for general site location purposes, a concept of the overall proposed conditional rezoning as well as examples of other Evolve multifamily projects and Swain commercial/retail projects. The community asked the Development Team questions about the plans, and many of the same questions were discussed repeatedly during the meeting. The following is a synopsis of the comments heard at the meeting.

- Attendees were most concerned about the multifamily portion of the project. Neighbors express worry about what could be built there and the type of people the development would attract. Specifically, people wanted assurance that Section 8 housing will not ever be built on the project. Section 8 housing will not be part of the proposed development.
- Several people expressed concern about the multifamily and stated that a grocery store and more commercial/retail are needed.
- Concerns were raised regarding a multifamily project's impact on the school system.
- Neighbors on Deerfield Drive expressed concern over the visibility of the multifamily structures over the tree line.
- Portions of the adjacent neighborhoods flood, according to the surrounding community participants. PEI heard several residents describe the flooding observed by residents in 12" rains on Deerfield and Hughes roads. Water ponds on the roadways and heads toward the waterway from Highway 17. There were repeated worries that Hawthorne at Headwaters would send more that water toward their homes, contributing to flooding. It was explained that the state stormwater regulations require the project to treat all water on site and not contribute to flooding in the area, but the developer would not be addressing flooding off-site.
- Concerns from people living on Deerfield Drive centered around traffic that will be created by the development and the proposed traffic signal. PEI explained that the approved traffic impact analysis direct the developer on driveway accesses and traffic improvements necessary to accommodate traffic. PEI explained that the proposed multifamily use would decrease the number of trips generated from the commercial use in the prior approval.
- Several people expressed concerns over the proposed collector road. It was explained that the County requires the developer to construct a collector road running north/south that will connect Deerfield Drive to Hughes Rd. The traffic engineers and NCDOT have agreed that the project warrants a traffic light at Hwy. 17 and Road A. This traffic light will funnel the majority of the vehicles through the Road A, Collector Road B portions of the development.
- There was one request to have the public hearing in Hampstead and not Burgaw.

Attached, please find the sign-up sheet and a copy of Mr. Scot Ricks' concerns provided to the Development Team at the meeting.

Name

Address

Wilbert Brooks

117 DEERFIELD DR

HAMPSTEAD NE 28443

ANN TODD JACKLOVELESS

320 CREEKVIEW DR

HAMPSTEAD

Winnifred & MARK Brooks 117 DEERFIELD DR Hamp

Chris Mueller

976 WA RD

Beara Goldstein

1086 WA Rd

Vincent Kolb

1086 WA Rd

RON & PAULINE STARK

115 DEERFIELD DR

David Barnes

134 Forest Hwy Deerfield-

Bob Terabek

118 DEERFIELD DR

RON Whitaker

411 Hughes Road

J Lucas

611 " "

J Neffman

411 Cushman

Scott Masak

171 Estuary Dr

Asbury Hewitt

1024 Washington Acres Rd

Damien Buchanan

621 WASHINGTON ACRES RD

Stefan Williams

901 Beacon St Hampstead

Joseph Fawcett

29 Rochester St Hampstead

Scott Ricks

121 Deerfield Dr

Gail Ricks

121 Deerfield Dr

JOHN GRUNTFEST

520 N. LINE DR

Mrs Dennis Wehrle

329 Hughes Rd

Name	Address
Joe & Cindy Jackson	602 Hughes Rd
HARRY WALSH	101 Hughes Rd
Lynne & Doug Young	326 Creekview Dr.
Emma Dill	806 Orange St.
Glen Seeman	116 Deerfield Dr
BRANDON LAFOON	669 HUGHES Rd
Miranda & Jeff Synakowski	130 Deerfield Dr.
Elizabeth Jordan	406 E. Creekview Dr.
Mark & Jan Burns	1542 Washington Ave
Channing Langrud.	213 Circle Dr.
CHAZ ELAM	208 BATES RETREAT
Doug Holdstein	313 Creekview Dr.
Michael Suter	454 Turner Way
Myriam Nelson	610 Center Drive
Mary Suhland	311 Center Dr
Scott T Suhland	311 center Dr
Donna Hinrichs	334 Hughes Rd.
Malin Wynn	97 Kinkaid Ct.
Breck George	102 Doran Dr

Community Meeting Concerns

Feb.4,2021 (Scot Ricks) *ScotRicks1@gmail.com*

- Additional traffic on Deerfield Dr. due to new stop light on Collector Road.
There is a long-term plan to make HYW 17 in Hampstead right turn only when exiting Deerfield and Headwater. If this is true, all the residents of Deerfield, Mill Creek Ridge, and Majestic Oaks will migrate to the light to travel south. This would change the traffic on Deerfield by 3-4 times.
- Change in the appearance of the neighborhood. If there are large multi-level structures, they will create a skyline eyesore above what is now trees resembling natural maritime forest.
- Added pedestrian traffic walking and running in the neighborhood due to the higher concentration of people living in the apartment complex. Their desire to enjoy the outdoors will draw them into the adjacent neighborhoods for outdoor exercise. What will be done to ensure the roads remain safe for everyone? Will sidewalks be constructed, and will that be the responsibility of the developer?
- Concerns about contamination of nearby creeks leading to intercoastal water way. (2 potential issues)
 1. Potential failure of storm water ponds during hurricanes allowing pollutants to flow into natural creeks and wetlands.
 2. Even though proper septic tank permits have been issued in the higher density neighborhoods; there are cases where swage is leaching into roadside ditches and flowing ultimately into the marsh. There needs to be a study completed as to why and how this occurs to stop it.

SR 020421

3/28/2021

Mail - Travis Henley - Outlook

[External]Headwaters Apartments TIA Scope Approval - Pender Co.

Kayla Grubb <Kayla.Grubb@wilmingtonnc.gov>

Tue 2/23/2021 7:39 AM

To: Jay Clapp <jclapp@rameykemp.com>

Cc: Mike Kozlosky <Mike.Kozlosky@wilmingtonnc.gov>; Scott James <Scott.James@wilmingtonnc.gov>; Bill McDow <Bill.McDow@wilmingtonnc.gov>; Cumbo, Daniel R <drcumbo@ncdot.gov>; dracine@ncdot.gov <dracine@ncdot.gov>; Haste, Bradley L <blhaste@ncdot.gov>; Leonard, Jessi L <jleonard6@ncdot.gov>; Covarrubias, Eva P <epcovarrubias@ncdot.gov>; Travis Henley <thenley@pendercountync.gov>; Sam Shore <sshore@pendercountync.gov>

3 attachments (5 MB)

210216 Scoping Checklist Headwaters Apartments.pdf; 20-02-05 TIA Supplemental Guidelines.pdf; 210223 Headwaters Apartments Scope Approval.pdf;

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

Jay,

Please see attached scope approval for Headwaters Apartments in Pender County. Please use the following trip generation for your analysis:

Land Use	Size	24 Hour Volumes	AM Peak Hour Trips		PM Peak Hour Trips	
			Enter	Exit	Enter	Exit
LUC 221 Multifamily Housing (Mid-Rise)	294	1601	25	73	76	49
LUC 712 Small Office Building (1,400 SF/~8 employees)	8	64	8	4	7	8
LUC 820 Shopping Center	4.55	735	26	29	26	29
LUC 932 High-Turnover (Sit-Down) Restaurant	12.6	1413	101	76	114	105
TOTAL			160	182	223	191
TOTAL		3,813	342		414	

Let me know if you have any questions. Thank you!

Kayla Grubb, E.I.

Project Manager

Wilmington Urban Area MPO

305 Chestnut Street, 4th Floor

Wilmington, NC 28401

(910) 772-4170

E-mail correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.



305 Chestnut Street
PO Box 1810
Wilmington, NC 28402
Ph: (910) 341-3258
Fax: (910) 341-7801
www.wmpo.org

February 23, 2021

Mr. Jay Clapp, PE

Ramey Kemp Associates
PO Box 26932
Winston-Salem, NC 27114

RE: Scope approval for the Traffic Impact Analysis (TIA) associated with the proposed
Headwaters Apartments Development
Pender County, NC

Dear Mr. Clapp,

Based on the information provided, and conversations held to date, it is our understanding that the proposed development will consist of:

- LUC 221 – 294 Multi-Family Housing (Mid Rise)
- LUC 712 – 1,400 SF Small Office Building (8 employees)
- LUC 820 – 4,550 SF Shopping Center
- LUC 932 – 12,600 SF High Turnover (Sit-Down) Restaurant

Below please find the scope to be used for the Traffic Impact Analysis:

1. Data Collection - Analysis Parameters:

a) Study Intersections

i. For existing intersections, provide turning movement counts for weekday AM (7:00am-9:00am) and PM (4:00pm-6:00pm) peak periods, signal timing (if applicable), and lane geometry:

- US 17 at NC 210/ SR 1784 (Dan Owen Drive)
- US 17 at SR 1673 (Deerfield Drive)
- US 17 at SR 1618 (Hughes Road)
- US 17 at SR 1582 (Washington Acres Road)
- US 17 at Site Access 1
- SR 1673 (Deerfield Drive) at SR 1684 (NE Center Drive)/Site Access 3
- SR 1673 (Deerfield Drive) at SR 1674 (Creekview Drive)
- SR 1673 (Deerfield Drive) at Site Access 2
- SR 1582 (Washington Acres Road) at SR 1684 (SW Center Drive)

b) Site Trip Generation, Site Trip Distribution and Background Traffic Assumptions

i. Site Trip Generation Estimate

- Attached

ii. Site Trip Distribution

Wilmington Urban Area Metropolitan Planning Organization

City of Wilmington • Town of Carolina Beach • Town of Kure Beach • Town of Wrightsville Beach
County of New Hanover • Town of Belville • Town of Leland • Town of Navassa • County of Brunswick
County of Pender • Cape Fear Public Transportation Authority • North Carolina Department of Transportation

- To be submitted and approved prior to use in TIA
- iii. Adjacent Development (approved but not yet built):
 - Lea Marina
- iv. Planned Roadway Improvements
 - N/A
- v. Background Traffic Assumptions
 - Full Build - 2023
 - Growth rate – 1% per year

2. Capacity Analysis: Week day AM & PM Peak Hour

- a) Technical Analysis
 - i. 2021 Existing
 - ii. 2023 Future No-Build
[Existing + 1% background growth + approved development trips]
 - iii. 2023 Full Build Conditions
[Existing + 1% background growth + approved development trips + site trips]
 - iv. 2023 Full Build Conditions + improvements
[Existing + 1% background growth + site trips]

3. Final Report Submittal:

- a) Completed TIA Application
- b) Signed and sealed by a Professional Engineer
- c) Three bound copies
- d) Electronic copies to include PDF of TIA and Synchro output files and Synchro analysis files in digital format

4. Notes:

- a) This scope shall remain valid for three months from the date of this letter.
- b) Please note that if any changes occur (including but not limited to; land use, intensity, phasing, and/or site access) additional analysis may be required.

Please contact me at 910-772-4170 with any questions regarding this scope.

Sincerely,

Kayla Grubb, EI
Project Engineer
Wilmington Urban Area MPO

Attachments: Traffic Impact Analysis Supplemental Guidelines
Trip Generation Summary (provided by Ramey Kemp)
Site Map (provided by Ramey Kemp)

cc: Dan Cumbo, PE, District Engineer, NCDOT
Doug Racine, Assistant District Engineer, NCDOT
Brad Haste, Assistant District Engineer, NCDOT
Jessi Leonard, PE, Division Traffic Engineer, NCDOT
Eva Covarrubias, Transportation Engineering Associate, NCDOT

Mike Kozlosky, Executive Director, WMPO

Scott James, PE, Transportation Planning Engineer, WMPO

Travis Henley, MPA, Planning Director, Pender County

Sam Shore, MPA, Long Range Planner, Pender County



Traffic Impact Analysis (TIA): Procedures and Scoping Checklist



TIA Scoping Checklist:

1. Engineering Firm of Record: Ramey Kemp Associates
2. Contact information:
 - a. Applicant Name: Jay Clapp
 - b. Email: jclapp@rameykemp.com
 - c. Address: P.O. Box 26932 Winston-Salem, NC 27114
 - d. Phone Number: 336-631-4458
3. Development Name: Headwaters Apartments
3282-74-1001-0000, 3282-74-3515-0000, 3282-74-6231-0000, &
4. Tax Parcel ID #: 3282-74-8862-0000
5. Site Address(s):
US 17, between Hughes Road and Deerfield Drive
6. Type of Development: List Land Use(s)/Intensity and ITE codes:
Multifamily Housing Mid-Rise (221) - 294 Dwelling Units
General Office (710) - 1,400 square feet
Shopping Center (820) 4,550 square feet
Fast Casual Restaurant (930) - 5,600 square feet
High-Turnover (Sit-Down) Restaurant - 7,000 square feet
7. Development Concept:
 - a. Provide a site plan or conceptual plan (include road circulation pattern and development access points to public rights of way).
See attached Preliminary Site Plan
 - b. Add scaled site plan on Arial imagery which includes adjacent properties and access points
8. If this development is intended to be built in multiple phases the TIA is required to accurately reflect the phasing. If the phasing is not included within the TIA, a revision and/or interim TIA's will be required.
 - a. What is the proposed build out year? 2023
 - b. If the project is phased, specify the build out year for each phase.

Development Name: Headwater Apartments
WMPO ID #: _____

Updated 5/23/18



9. Site Trip Generation:

- a. Provide a trip generation estimate using the ITE Trip Generation Manual (latest) by phase, if applicable.

See attached Trip Generation

- b. Provide pass-by and internal capture reduction calculations, if applicable.

See attached Trip Generation

- c. Provide a trip generation on AM / PM and Saturday peak hour.

See attached Trip Generation

10. Check to see if any of the following apply:

- a. Proposed TIA is within the area of a known Transportation Improvement Project (TIP)

U-5732 - SR 1582 (Washington Access Road to SR 1563 (Sloop Point Loop Road). Convert to

- b. [NCDOT STIP Map](#) superstreet. Construction scheduled for FY 2029, after development build out year of 2023.

(<http://ncdot.maps.arcgis.com/home/webmap/viewer.html?webmap=cb02f4f828974670ad01bb83be91b18c>)

- c. Proposed TIA is within a surrounding municipality that has a planned or active transportation projects

11. Approved Adjacent Developments can be found at the following link:

- a. List all approved adjacent developments within the TIA study area:

[WMPO TIA WebApp](#)

(<http://wilmingtonnc.maps.arcgis.com/apps/webappviewer/index.html?id=d3af4a0e091941d8886344c4d1c609d5>)

49 Single-Family Homes located to the southeast, adjacent to the site. Cross access to be provided.

- b. Additional developments may be added to the approved scope once reviewed.

12. Roadway and/or Intersection improvements (planned and funded or required by others based on an approved TIA) within the general study area. List the proposed Intersections to be studied. Attached a map with a list that includes streets and intersections labeled as described below.

See attached Site Location Map Figure

13. Streets and intersections should include State Road Designation (US or State Road Number US/SR #, followed by the local road name in parenthesis. E.g.:

Market Street should be denoted as US-17-BUS (Market Street).

Judges Rd should be denoted as SR-2127 (Judges Rd).

State Road designations can be found via the following link: [NCDOT State Maintained Network Map](#)

(<http://ncdot.maps.arcgis.com/home/webmap/viewer.html?webmap=5d3ad78971714a30be7ff97fd580e4d5>)

- | | |
|--|--|
| a. <u>US 17 and NC 210 / SR 1784 (Dan Owen Dr)</u> | f. <u>SR 1582 (Washington Acres Rd) and SR 1684 (SW Center Dr)</u> |
| b. <u>US 17 and SR 1673 (Deerfield Dr)</u> | i. <u>SR 1673 (Deerfield Dr) and SR 1674 (Creekview Dr)</u> |
| c. <u>US 17 and SR 1618 (Hughes Rd)</u> | h. <u>US 17 and Site Access 1</u> |
| d. <u>US 17 and SR 1582 (Washington Acres Rd)</u> | j. <u>SR 1673 (Deerfield Dr) and Site Access 2</u> |
| e. <u>SR 1618 (Hughes Rd) and SR 1684 (NE Center Dr)/Site Access 3</u> | |

Development Name: Headwaters Apartments

WMPO ID #: _____

Updated 5/23/18



14. Growth Factor: ☐ 0.5 % (provide supporting methodology/reasoning)
See attached Growth Rate Calculations
15. Hours of Study and Data Collection to be determined once the scoping documents is reviewed.
16. Methods of Study as outlined in the [NCDOT Congestion Management Capacity Analysis Guidelines](https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx). (<https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx>)
17. Include Traffic Signal Warrant Analysis for locations with proposed signals. (13 hours counts must be provided.)

Proposed Signal Locations:

- a. US 17 and Site Access 1
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____

18. Note:
- a. The TIA report shall be prepared following NCDOT Congestion Management guidelines and signed and sealed by a Professional Engineer. Any deviations must be approved prior to submitting the TIA. Failure to do so will result in an invalid submittal. [NCDOT Congestion Management Capacity Analysis Guidelines](https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx). (<https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx>)
 - b. Any improvements shown as needed for the background no-build condition SHALL reflect programmed and funded State/Municipal projects or those required as mitigation for surrounding approved developments. Should improvements outside those listed above be included, the TIA is considered INVALID and will not be returned for resubmission.
 - c. If any changes occur (including but not limited to; land use, intensity and/or site access/configuration) additional scoping and analysis may be required.
 - d. Data collected or analysis performed prior to an official scoping letter is issued may be considered invalid.
 - e. TIA approved scoping letter remain valid for three months from the date of issuance.

Development Name: Headwaters Apartments
WMPO ID #: _____

Updated 5/23/18

Site Trip Generation

Code	Land Use	Size	Unit	Daily			AM Peak			PM Peak		
				In	Out	Total	In	Out	Total	In	Out	Total
221	Multifamily Housing (Mid-Rise)	294	DU	800	801	1,601	25	73	98	76	49	125
710	General Office ¹	1.4	SF	9	9	17	3	1	4	0	2	2
820	Shopping Center ²	4.55	SF	368	368	735	2	0	2	26	29	55
930	Fast Casual Restaurant	5.6	SF	883	883	1,765	8	4	12	43	36	79
932	High-Turnover (Sit-Down) Restaurant	7	SF	393	393	785	56	42	98	63	59	122
Subtotal				2451	2452	4903	94	120	214	208	175	383
<i>Pass-by Trips (820 - 34%, 932 - 43%) - PM Peak Hour Only</i>							0	0	0	35	35	70
Primary (New) Trips							94	120	326	173	140	709

1. Due to the minimal square footage of office space, rates for the general office land use were utilized for the PM peak hour since equations projected more PM peak hour trips than the daily trips.
2. Due to the minimal square footage of retail space, rates for the shopping center land use were utilized for the AM peak hour since equations project almost 3 times the number of PM peak hour trips.



LEGEND	
---	Proposed Site Location
●	Study Intersection



	Headwaters Apartments Hampstead, NC	Site Location Map	
		Scale: Not to Scale	

HISTORICAL TRAFFIC GROWTH RATE

Year	Road Name: US Hwy 17 Route ID: 20000017071 Station #: 0710000339	Road Name: US Hwy 17 Route ID: 20000017071 Station #: 0710000132	Road Name: NC 210 Route ID: 30000210071 Station #: 0710000122
2019	38,500	39,000	9,300
2018		43,000	11,000
2017		37,000	8,500
2016	43,000	38,000	9,000

2016-19 -3.6% 0.9% 1.7%

Average
Recommended Growth
Rate -0.4%
0.5%

3/30/2021

Mail - Travis Henley - Outlook

[External]Re: [External]Requested Follow-up Letter from PCS

Steven Hill <steven_hill@pender.k12.nc.us>

Wed 2/24/2021 4:00 PM

To: Travis Henley <thenley@pendercountync.gov>

Cc: Sam Shore <sshore@pendercountync.gov>; Brandon Smith <brandon_smith@pender.k12.nc.us>; darren_jafon@pender.k12.nc.us <darren_jafon@pender.k12.nc.us>; William Nelson <william_nelson@pender.k12.nc.us>

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

Good Afternoon,

We are following up from your request for a statement referencing the previous letter sent to you containing student capacity and populations. It is our understanding that you specifically need capacity information focusing on Topsail High School, Topsail Elementary School, Topsail Middle School, and South Topsail Elementary School attendance zones. I can state that the PCS Staff and BOE have limited transfers to Topsail High School and Topsail Elementary due to over capacity issues. It is clear that these two schools can not acquire additional populations at this time. During recent meetings there was unanimous agreement from the Pender Planning Department and the PCS Staff, after discussing the current permits on record & active building projects, that South Topsail Elementary has a very high likelihood of being over capacity in the near future.

Additionally, without prompting, the PCS BOE Chair recently sent me the below question referencing a concern for ongoing building projects and school capacity. I forwarded this question to you Monday, February 22, to try and provide as accurate an answer as possible. Thank you for responding today. It appears that BOE members and in my opinion the general public understand that PCS schools are becoming crowded and without new school construction in the very near future will be over capacity at several additional school sites. Current data, created with indicators from a previous Pender Planning Department *Population Growth and Its Impacts on Schools* study, shows three schools over capacity and eight schools between 85%-90% capacity. That is 11 out of 18 schools that should be securely in expansion phases as indicated by the previous study.

BOE Question Example and Reply Request:

Steven Hill <steven_hill@pender.k12.nc.us>

to Sam, Travis

Good Afternoon

Hope you guys are doing well. Also hope you can help me provide an answer to my BOE Chairs question below?

"I have a question..... how many single family dwellings would you say are in the process of being built or on the finalized books and ready to go?"

Thanks

Steve

Thank you for inquiring and involving our staff in planning efforts. We look forward to collaborating and supporting in any way to add value to the Pender community.

Sincerely,

Steven Hill, EdD
PCS Superintendent

Steven Hill, EdD
PCS Superintendent

"Classrooms to Careers"

Pender County Schools

925 Penderlea Hwy, Burgaw, NC 28425

Phone 910-259-2187 / Fax 910-259-0133

www.pendercountyschools.net



Technical Review Committee Review and Response

Date: _____

Case Name: _____

Name: _____

Agency: _____

Phone: _____

Email: _____

Requirements:

Recommendations:

Comments:

Information Requested:

Please Follow Up Prior to Meeting: Yes No

Sam Shore

From: Vencent Dodge
Sent: Wednesday, December 23, 2020 3:02 PM
To: Sam Shore; Alexandra F. Perillo
Cc: Travis Henley
Subject: RE: Two TRC Cases - January TRC Meeting CANCELLED

Hey,

Forgot to mention this. If the applicant is wanting public pools, they will need to submit an application to EH a minimum for 45 days prior to wanting to begin construction. This is a plan review activity before any public pool can be built. Thanks

VRD

From: Sam Shore <sshore@pendercountync.gov>
Sent: Tuesday, December 22, 2020 2:43 PM
To: Sam Shore <sshore@pendercountync.gov>
Cc: Travis Henley <thenley@pendercountync.gov>
Subject: Two TRC Cases - January TRC Meeting CANCELLED

Good afternoon Pender County TRC members,

As outlined in the Pender County Unified Development Ordinance § 2.9.2 A, the Technical Review Committee shall make a recommendation on site development submittals. Please review the **two** cases below, which would regularly have gone to the in-person TRC meeting in January. However, due to a combination of factors, the in-person meeting is **cancelled** and you are requested to return comments, if any, via email.

Carolina Outboard - Case # REZONE 2020-19

Chris & Vickie Jones, applicants, on behalf of PH Lanco, Inc, owner, is requesting approval of a Conditional Zoning Map Amendment of one (1) tract totaling approximately ±8.42 acres from PD, Planned Development zoning district to CZ-1, Conditional Zoning district 1 to allow for boat sales and service in addition to boat and RV storage. The subject property is located in the Topsail Township at the intersection of US HWY 17 and Pinnacle Parkway (Private), to the west of US HWY 17 and to the south of Pinnacle Parkway, and may be further identified by Pender County PIN: 4204-65-5211-0000.

Project Highlights:

- Current Zoning District: PD, Planned Development zoning district
- Requested Zoning District: CZ-1, Conditional Zoning district 1
- Private septic system
- Water provider not yet determined – PCU or well
- Access via US Hwy 17 and Pinnacle Pkwy (Private)
- TIA not required

Evolve Headwaters - Case # PENDING

Mike Winstead, Jr, applicant, on behalf of Lanwillo Development Co, owner, is proposing the development of two hundred and ninety-four (294) apartments and three (3) commercial outparcels on four (4) tracts totaling ±24.26 acres. Currently, this request is submitted as a PD Master Development Plan but may become a Conditional Zoning Map Amendment. The subject properties are located in the Topsail Township on US Hwy 17 between Hughes Rd (SR 1618)

and Deerfield Dr (SR 1673) and may be further identified by Pender County PINs 3282-74-3515-0000, 3282-74-6231-0000, 3282-74-8862-0000, and 3282-74-1001-0000.

Project Highlights:

- Current Zoning District: PD, Planned Development zoning district
- Currently submitted as a PD Master Development Plan – May be resubmitted as a Conditional Zoning Map Amendment
- Pluris Wastewater
- Pender County Utilities water
- Access via US HWY 17, Hughes Rd (SR 1618), and Deerfield Dr (SR 1673)
- TIA required

Please find the applicants' applications, narratives, and site plans [at this link](#) with the password "PenderCounty1875" and please have your comments, if any, to me by Wednesday, January 6th.

Thank you,

Sam Shore, MPA | Long Range Planner

[Pender County Planning & Community Development](#)

805 S. Walker St.
Burgaw, NC 28425
(910) 259-1274





Technical Review Committee Review and Response

Date: _____

Case Name: _____

Name: _____

Agency: _____

Phone: _____

Email: _____

Requirements:

Recommendations:

Comments:

Information Requested:

Please Follow Up Prior to Meeting: Yes No



Technical Review Committee Review and Response

Date: _____

Case Name: _____

Name: _____

Agency: _____

Phone: _____

Email: _____

Requirements:

Recommendations:

Comments:

Information Requested:

Please Follow Up Prior to Meeting: Yes No



305 Chestnut Street
PO Box 1810
Wilmington, NC 28402
Ph: (910) 341-3258
Fax: (910) 341-7801
www.wmpo.org

MEMORANDUM

To: Pender County Technical Review Committee
Date: 1/6/2021
Subject: Evolve Headwaters

Comments:

NCDOT Projects:

TIP Projects in the Area: W-5803B

Project Description: US 17 BETWEEN NEW HANOVER / PENDER COUNTY LINE AND MILE POST 19.3 IN ONSLOW COUNTY. INSTALL SHOULDER RUMBLE STRIPS.

Construction Year: 2022

TIP Projects in the Area: U-5732

Project Description: US 17 from SR 1582 (WASHINGTON ACRES ROAD) TO SR 1563 (SLOOP POINT LOOP ROAD). CONVERT TO SUPERSTREET

Construction Year: 2029

TIP Projects in the Area: R-3300B

Project Description: US 17 from NC 210 TO US 17 NORTH OF HAMPSTEAD.

Construction Year: 2022

WMPO 2040 Projects:

Projects in the Area: R-12 (TIP# U-5732)

Project Description: US 17 Superstreet from Washington Acres Rd to Sloop Point Road

Pender County CTP:

N/A

TIA: A TIA will be required.

Wilmington Urban Area Metropolitan Planning Organization

City of Wilmington • Town of Carolina Beach • Town of Kure Beach • Town of Wrightsville Beach
County of New Hanover • Town of Belville • Town of Leland • Town of Navassa • County of Brunswick
County of Currituck • Cape Fear Public Transportation Authority • North Carolina Department of Transportation



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Travis Henley

DATE: May 17, 2021

SUBJECT: Resolution Requesting Approval of a Conditional Zoning Map Amendment from RA, Rural Agricultural to CZ-2, Conditional Zoning District 2.

SUMMARY:

Riley Alber, applicant, on behalf of Piney Run Farms, LLC, owner, is requesting the approval of a Conditional Zoning Map Amendment for one (1) tract totaling approximately ± 72.2 acres from RA, Rural Agricultural to CZ-2, Conditional Zoning district 2. This request is to allow for a compost facility, with requested uses including Compost Manufacturing (NAICS 325314), Other Non-Hazardous Waste Treatment and Disposal (NAICS 562219), Farm Supplies Merchant (NAICS 424910), General Combination Crop Farming (NAICS 111998), and Soil Testing Services (NAICS 541380). The proposed development is located on an easement approximately ± 380 feet east of NC Hwy 210, ± 0.32 miles south of the intersection of NC Hwy 210 and Sheep Ford Rd (Private) in the Topsail Township and may be further identified by Pender County PIN 3265-61-7071-0000.

ACTION REQUESTED:

To hold a Public Hearing and consider the Conditional Zoning Map Amendment.

**PLANNING STAFF REPORT
CONDITIONAL ZONING MAP AMENDMENT
PINEY RUN FARMS / WILMINGTON COMPOST COMPANY**

SUMMARY

Hearing Date: April 7, 2021 Planning Board
May 17, 2021 Board of Commissioners
Applicant: Riley Alber
Property Owners: Piney Run Farms, LLC
Case Number: REZONE 2021-20

Rezoning and Development Proposal: Riley Alber, applicant, on behalf of Piney Run Farms, LLC, owner, is requesting the approval of a Conditional Zoning Map Amendment for one (1) tract totaling approximately ± 72.2 acres from RA, Rural Agricultural to CZ-2, Conditional Zoning district 2. This request is to allow for a compost facility, with requested uses including Compost Manufacturing (NAICS 325314), Other Non-Hazardous Waste Treatment and Disposal (NAICS 562219), Farm Supplies Merchant (NAICS 424910), General Combination Crop Farming (NAICS 111998), and Soil Testing Services (NAICS 541380).

Property Record Number, Acreage, and Location: The proposed development is located on an easement approximately ± 380 feet east of NC Hwy 210, ± 0.32 miles south of the intersection of NC Hwy 210 and Sheep Ford Rd (Private) in the Topsail Township and may be further identified by Pender County PIN 3265-61-7071-0000.

Recommendation: The proposed development is consistent with three (3) policies and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan, and conflicts with none. The proposed development is consistent with the Pender County Unified Development Ordinance. At their April 7, 2021 meeting, the Pender County Planning Board voted unanimously to recommend approval of the request as outlined in this report, with Staff also recommending approval.

PROPOSAL OVERVIEW

The intent of this proposal is to allow the development and operation of a large-scale composting facility which collects vegetative and food waste that is turned into compost and sold back to the public. In the future, the applicant intends to farm and engage in soil research on a portion of the site. Additionally, some of the property is proposed to be set aside as a post-disaster debris collection site should the need arise. The applicant has indicated a series of NAICS codes that will permit the use of the property as proposed:

Proposed Uses

Use Type	Ref NAICS	Zoning Districts									
		RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 11 AGRICULTURE, FORESTRY, FISHING AND HUNTING											
All Other Miscellaneous Crop Farming	111998										
Sectors 31-33 MANUFACTURING											
Fertilizer (Mixing Only) Manufacturing	325314										
Sector 42: Wholesale Trade											
Wholesale Trade	42	S					P		P		
Sector 54: PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	

NAICS code **324314 Fertilizer (Mixing Only) Manufacturing** includes compost manufacturing, while **562219 Other Nonhazardous Waste Treatment and Disposal** is how Land-Clearing and Inert Debris (LCID) landfills and compost dumps are classified. Together, these uses permit the collection of the materials which will be turned into compost.

Code **42 Wholesale Trade** includes Farm Supplies Merchant, which includes the sale of the finished compost material.

The applicant is requesting code **111998 All Other Miscellaneous Crop Farming** to allow a portion of the property to be used for general combination crop farming at some point in the future. While farming is not generally a regulated use in Pender County, or in North Carolina counties in general, the applicant is requesting it to clarify the intended uses of the property. Code **54 Professional, Scientific, & Technical Services** includes soil testing services for the purposes of operating a soil research field in the future.



All proposed uses may be permitted via the Conditional Rezoning process. The applicant would be required to provide all necessary permits – and adhere to all relevant review procedures and standards within the Pender County Unified Development Ordinance – to receive staff approval. All other uses or expansions will be prohibited unless an alteration is made to the approval. Any changes to the requested petition shall be processed in accordance with amendments to the zoning map and the Pender County Unified Development Ordinance.

Dimensional Requirements

Per Section 4.13 Conditional Zoning Districts, standards of a Conditional Zoning (CZ) district are specific to the conditions of the site and are set by a conditional rezoning application.

Table 2: Requested Dimensional Standards

Proposed Dimensional Standards for CZ-2 Zoning District	
Minimum Lot Size (in sq. ft.)	1 acre
Minimum Lot Width	100 ft
Minimum Front Yard	30 ft
Minimum Side Yard	15 ft
Minimum Corner Yard	15 ft
Minimum Rear Yard	30 ft
Chord	45 ft
Maximum Building Height	35 ft
Structure Separation	30 ft

The applicant has stated that they are requesting to be held to the dimensional standards of the RA, Rural Agricultural zoning district, which is reflected above.

In addition to County dimensional standards, the project would be held to the standards of their permit from the North Carolina Department of Environmental Quality, which includes several types of buffers. Confirmation from NCDEQ that all state requirements are being met shall occur prior to administrative approval of any subsequent Site Development Plan within this project.

Phasing

The applicant is seeking to establish the majority of the uses as one phase, with the soil research field and an expanded vegetative processing zone to follow in the future.

ENVIRONMENT AND LANDSCAPING

Environmental Conditions

Flood Zones

The property has no Special Flood Hazard Areas on the effective regulatory or preliminary Flood Insurance Rate Maps.

Wetlands

Both the National Wetlands Inventory and North Carolina Division of Coastal Management illustrate the potential of wetlands on the property, as does the submitted sketch plan. No Jurisdictional Determination from the U.S. Army Corps of Engineers has been submitted by the applicant, which will be required prior to any administrative development approvals. Any disturbance within these wetlands is subject to review and approval by the U.S. Army Corps of Engineers.

Areas of Environmental Concern

The North Carolina Department of Environmental Quality (DEQ) has not identified any Areas of Environmental Concern (AECs) on the site.

Biodiversity and Wildlife

The North Carolina Wildlife Resources Commission (WRC) publishes the Biodiversity and Wildlife Habitat Assessment as part of their Conservation Planning Tool. Land that has been inventoried through this Assessment is ranked on scale ranging from 1 to 10, with higher numbers signifying a more prevalent presence of "more rare, abundant, and diverse species and habitats" in those areas. Nearly the entirety of the property is ranked as a 6, signifying an elevated conservation priority. A small portion of the property in the southeasternmost portion of the proposed development is ranked as a 7, representing a more significant conservation priority.

Landscaping and Buffers

The applicant has proposed a type D-1 buffer along all property lines not encumbered with potential 404 wetlands. The potential wetlands are proposed to remain undisturbed, with staff desktop analysis indicating existing vegetation around the site.

Table 3: Buffer Standards

Buffer "D" This buffer is a low density planting area to be used along boundary lines in rural areas between large lots or tracts with substantial buffer width and setbacks to provide spatial separation between uses that are developed at very low density. The requirements for buffer "D" shall be met by any one of the following:
D-1) 15 foot wide strip with 3 canopy trees and a grass or other approved vegetative ground cover of at least 98 % coverage (except within 4 feet of the base of any tree) per 100 linear feet, or
D-2) 20 foot wide strip with 2 canopy trees, 2 understory trees and a grass or other approved vegetative ground cover of at least 98 % coverage (except within 4 feet of the base of any tree) per 100 linear feet, or
D-3) 25 foot wide strip with 1 canopy tree, 3 understory trees and a grass or other approved vegetative ground cover of at least 98 % coverage (except within 4 feet of the base of any tree) per 100 linear feet.

A D buffer is required for industrial uses when no single-family residential structures are within 50' of the project boundary. Compost Manufacturing is not within the Table of Permitted Uses, but would fall within a category of NAICS codes generally permitted within industrial districts in Section 5.2.3 Table of Permitted Uses.

Significant Trees

A significant tree survey conforming with section 8.1.3 of the Pender County Unified Development Ordinance will be required prior to administrative approval of any subsequent Site Development Plan within this project. Any significant tree proposed for removal shall be mitigated by the on-site planting of two (2) trees of the same species with a minimum caliper of 2" or greater.

TRANSPORTATION INFRASTRUCTURE

Street Connectivity and Access

The property has deeded access to NC Hwy 210, which has previously served as the entrance for Running Deer Landfill. Internal drives will be required to meet fire code.

Traffic

A Traffic Impact Analysis (TIA) is not required for this proposal by the Pender County Unified Development Ordinance as it is not anticipated to generate either 100 AM/PM peak hour trips or 1,000 daily trips. Any roadway improvements will be tracked through the driveway permit process and coordinated with the NCDOT and Staff.

OTHER INFRASTRUCTURE

Utilities

The applicant intends to utilize a private well and on-site septic as needed. Relevant documentation from Pender County Environmental Health will be required prior to administrative approval to construct the project.

Stormwater

Section 7.9 of the Pender County Unified Development Ordinance requires that stormwater infrastructure be built such that the post development runoff from the project be no more than ten (10) percent more than the pre- development runoff. Low-density projects, as this is proposed to be, are required to meet this standard for the 1 year 24-hour event, while high-density projects are required to meet this standard for a twenty-five year storm and be analyzed for a fifty-year storm. State permits and engineer certification regarding the stormwater design will be required prior to administrative approval to construct the project.

Signage

All signage shall be reviewed and approved per Section 9 of the Pender County Unified Development Ordinance.

PUBLIC INPUT MEETING

The public meeting was held on October 22, 2020 at 3:00 PM on the subject property. Notices of the meeting being held were mailed to all residents within 500 feet of the subject property at least 10 days prior to the meeting. The applicant provided a brief overview of the project and took questions from the attendees. Attendees expressed support for the project as presented. The applicant has provided a report from the public input meeting and is included as Attachment 1.

TECHNICAL REVIEW COMMITTEE (TRC) RESPONSES

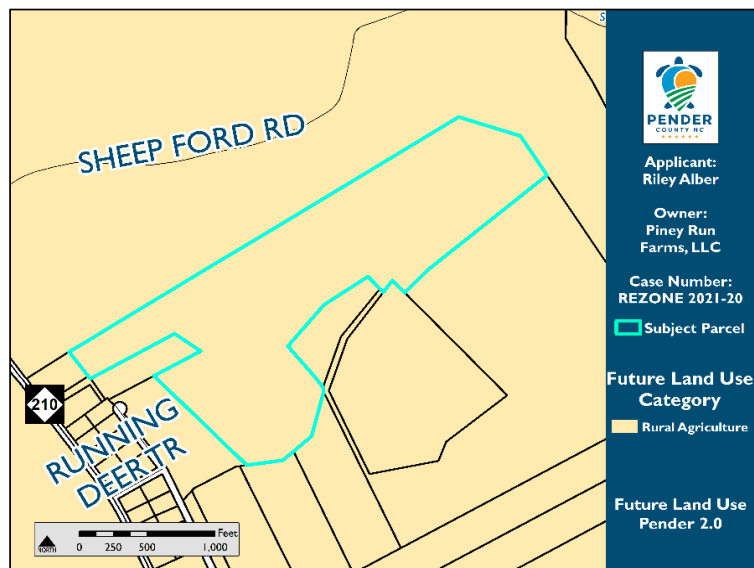
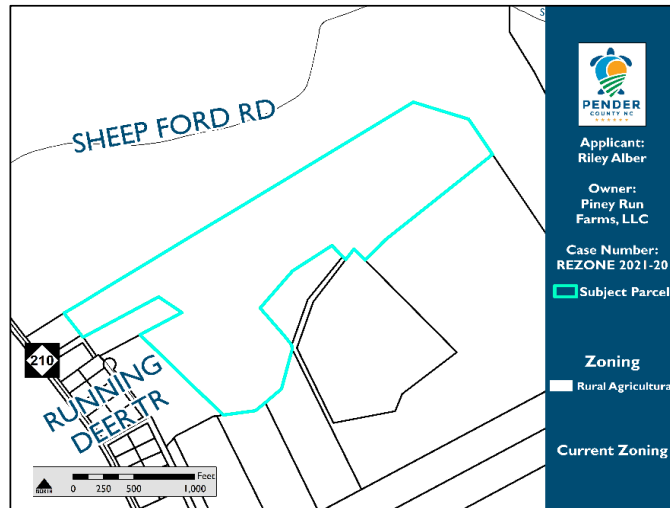
Pender County's Technical Review Committee meeting was held on Thursday, March 4, 2021 at 9:00 AM in the Board of County Commissioners meeting room, to review the proposal. The comments can be found in Attachment 2.

EVALUATION**A. Public Notifications:**

Advertisements for the proposal have been placed in the Pender-Topsail Post & Voice. Adjacent property owners within five hundred feet (500') of the subject parcel were notified by first class mail; and a sign advertising the public hearing was placed on the subject property.

B. Existing Zoning in Area: The subject property is currently zoned RA, Rural Agricultural zoning district and is bordered on all sides by additional parcels zoned RA, Rural Agricultural.**C. Existing Land Use in Area:** The

subject parcel is the site of the former Running Deer Landfill and are surrounded by low-density residential development to the south. Vacant/agricultural land uses can be found surrounding the property. Pender County Utilities has a water tank immediately to the west of the property.

D. Pender 2.0 Comprehensive Land Use Plan Compliance: The Rural Agricultural future land use category supports and protects Pender County's agricultural areas. These areas are an essential part of the County's economy and agricultural heritage. Within the Rural Agriculture future land use category, agriculture uses are highly encouraged. Preservation of prime farmland soils for continued prosperity of farming and forestry operations should be considered. Manufactured homes and very low density single-family detached dwellings are appropriate uses in this category. Commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. Development density within this category is one dwelling unit an acre or less. Expansion of centralized water and sewer systems within this future land use category are discouraged, unless necessary to protect public health when existing systems fail.

This application is consistent with the Rural Agriculture Future Land Use classification because it will provide a service that is complementary to local agricultural operations in a low-density residential setting.

In addition to conforming with the Future Land Use Map, the Conditional Zoning Map Amendment request is supported by three policies within the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.CC: Agricultural Business: The County support efforts to preserve existing farming operations and to expand agri-business opportunities.

Policy 5.1.EE: Rural Land Use Patterns: The County supports the rural residential and agricultural land use patterns as they currently exist throughout much of the County and as depicted on the future land use map.

Policy 5.1.FF: Rural Non-Residential Uses: The County shall continue to accommodate limited non-residential uses in rural areas.

The project fulfills several desired policy outcomes for rural development as described in the Pender 2.0 Comprehensive Land Use Plan. As proposed, the project would provide an outlet for agricultural byproducts that may in turn get cycled back to farmlands in the form of compost. Additionally, the land use pattern would remain relatively similar to that of the previously-permitted landfill.

The Conditional Zoning Map Amendment was not found to conflict with any goals, objectives, or policies in the Pender 2.0 Comprehensive Land Use Plan.

- E. Unified Development Ordinance Compliance:** Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made.

Utilities

The applicant intends to utilize private well and on-site septic as needed. Relevant documentation from Pender County Environmental Health will be required prior to administrative approval to construct the project.

Traffic & Roadways

The subject property has access to NC Hwy 210. Average Annual Daily Trips (AADT) and capacity of NC Hwy 210 in this area are 5,700/17,100 (V/C), which represents a V/C ratio of 0.33:1, suggesting that traffic volumes are approximately 33% of the full capacity of the roadway.

A Traffic Impact Analysis (TIA) is not required for this proposal by the Pender County Unified Development Ordinance as it is not anticipated to generate either 100 AM/PM peak hour trips or 1,000 daily trips.

Schools

No impact on Pender County Schools is anticipated from a school attendance or capacity perspective. However, the applicant has developed a partnership program with New Hanover County Schools and has expressed interest in forming a similar partnership with Pender County Schools.

According to Attachment 1, attendees expressed support for the project as presented at the Public Input Meeting.

3.3.9.B.3) Review Approval Criteria for Conditional Rezoning

When evaluating an application for the establishment of a conditional zoning district, the reviewing bodies shall consider the following:

- i) The Approval Criteria for a Rezoning.
- ii) That the application meets the intent of a conditional rezoning, per this subsection.
- iii) That the contents of the application are complete, sufficient, and recorded appropriately either as conditions of approval or on the associated site plan or preliminary plat, and that the appropriate procedures have been followed.
- iv) The potential impacts and/or benefits on the surrounding area and adjoining properties.
- v) The report of results from the public input meeting.
- vi) That sufficient guarantee is in place or can be made that any off-site impacts generated by the proposed project shall be mitigated appropriately at the time the need for the mitigating action is generated.

CONDITIONS FOR APPROVAL OF PETITION

Per Section 3.3.9.B.4) of the Pender County Unified Development Ordinance, the Pender County Planning Board and the Board of County Commissioners can add reasonable and appropriate conditions based on mutually established goals with the Applicant and adjacent property owners. Conditions may address parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate or the petitioner may propose.

Staff have not identified any potential conditions of approval in advance of the meeting. The Planning Board and Board of County Commissioners can seek mutually agreeable conditions prior to approval.

RECOMMENDATION

Riley Alber, applicant, on behalf of Piney Run Farms, LLC, owner, is requesting the approval of a Conditional Zoning Map Amendment for one (1) tract totaling approximately ±72.2 acres from RA, Rural Agricultural to CZ-2, Conditional Zoning district 2. This request is to allow for a compost facility, with requested uses including Compost Manufacturing (NAICS 325314), Other Non Hazardous Waste Treatment and Disposal (NAICS 562219), Farm Supplies Merchant (NAICS 424910), General Combination Crop Farming (NAICS 111998), and Soil Testing Services (NAICS 541380). The proposed development is located on an easement approximately ±380 feet east of NC Hwy 210, ±0.32 miles south of the intersection of NC Hwy 210 and Sheep Ford Rd (Private) in the Topsail Township and may be further identified by Pender County PIN 3265-61-7071-0000. The proposed development is consistent with three (3) policies and the Future Land Use Map in the Pender 2.0 Comprehensive Land Use Plan, and conflicts with none. The proposed development is consistent with the Pender County Unified Development Ordinance. At their April 7, 2021 meeting, the Pender County Planning Board voted unanimously to recommend approval of the request as outlined in this report, with Staff also recommending approval.

BOARD OF COMMISSIONERS ACTION NEEDED:**TO APPROVE:**

Motion to approve the Conditional Zoning Map Amendment and to make a finding that the approval is consistent with the following policies in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.CC**
- **Policy 5.1.EE**
- **Policy 5.1.FF**

The proposed rezoning is consistent with the Rural Agriculture Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan because the proposal would conform to the existing rural character while supporting agricultural activities.

TO DENY:

Motion to deny the Conditional Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]

BOARD ACTION FOR CONDITIONAL ZONING MAP AMENDMENT REQUEST

Motion: _____ **Pitts** _____ **Seconded:** _____ **Buchanan** _____

Approved: _____ **X** _____ **Denied:** _____ **Unanimous:** _____ **X** _____

McClammy: X Jordan: X Buchanan: X Pitts: X Gruntfest: X Teachey: X

Pender County Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425



Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Conditional Zoning Map Amendment Submission (Conditional Rezoning)

Applications will be considered for review by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

1. X **Pre-submittal Meeting**
Date of Meeting 8/5/20 on site with Sam Shore, Abie Bonevac and Tommy Batson
2. X **Signed Application**
3. X **Payment**
\$500 for the first 5 acres; \$10/ acre thereafter up to 1,000 acres; \$5 per acre thereafter
4. X **Generalized Site Development Plan**
All applications which specify an intended use must include a generalized site development plan drawn to a suitable scale, supporting information and text which specifies the use or uses intended for the property and any development standards to be approved concurrently with the rezoning application.
5. X **Narrative**
A description and/or statement of the present and proposed land use classification and stating why the request is being made and any information that is pertinent to the case.
6. X **Public Input Meeting Report**
A meeting summary shall be submitted in accordance with the Unified Development Ordinance. This item is not required at the time of application submittal but must be received by the Administrator prior to any public hearings are noticed.
7. X **Digital Submission**
For all documents submitted in paper copy, a digital copy shall be sent via email or digital drive.
8. X **Adjacent Property List**
A list of names and addresses, as obtained from the county tax listings and tax abstract, to the owners of all properties located within 500-feet of the perimeter of the project bounds.
9. X **Adjacent Property Envelopes**
The applicant shall provide two sets of business envelopes addressed to each of the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the amount of postage required for first class postage. No return address shall be placed on the envelopes at the time of submission.

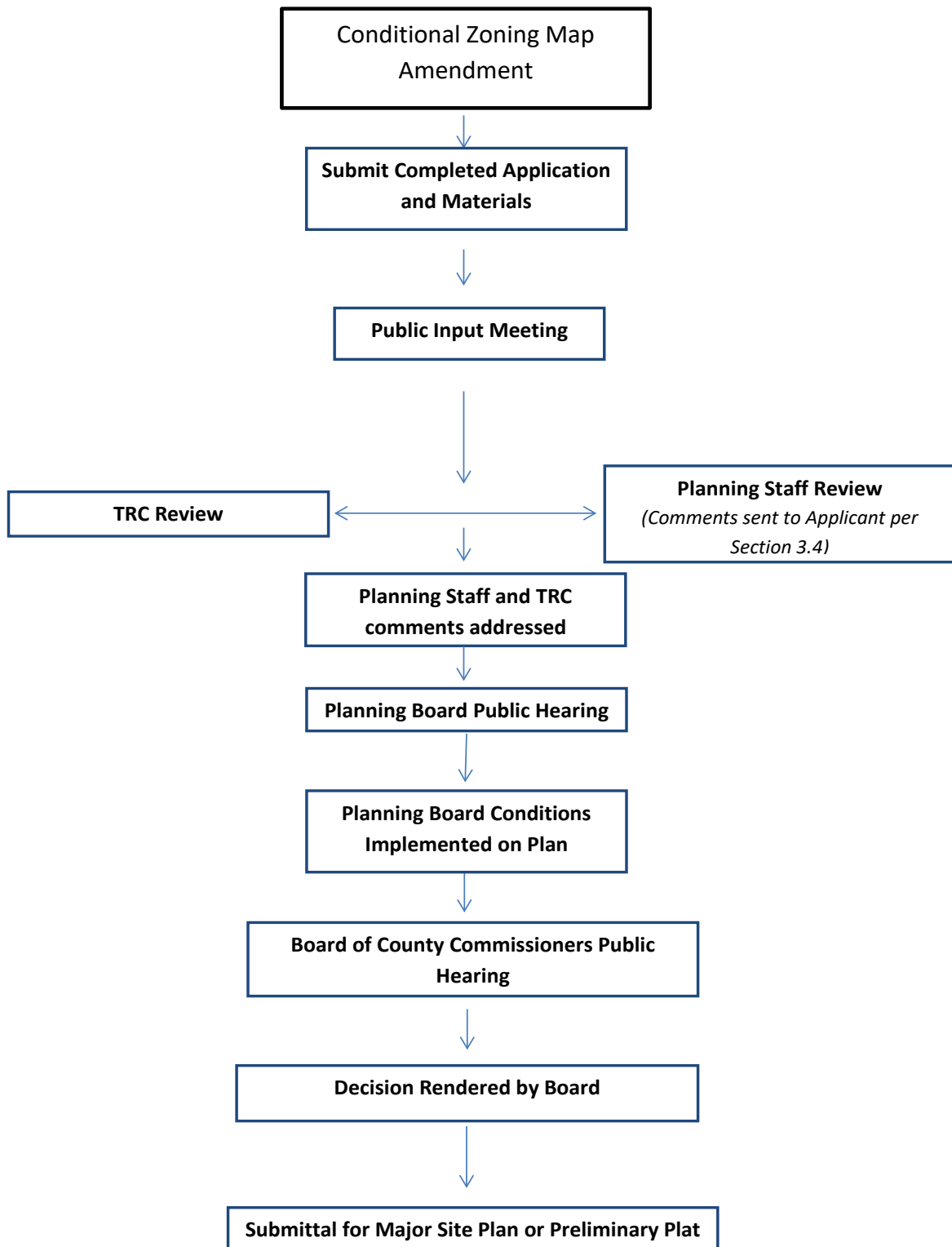
I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____

Date Feb. 12, 2021

Printed Name Riley Alber

Staff Initials:	_____
Date:	_____



	Complete Application Due Date	TRC Meeting Date	Applicant Final Submission for PB	Planning Board Meeting	Board of Commissioners Meeting
TRC, Planning Board and Board of Commissioners	12.13.19	1.8.20	1.17.20	2.4.20	3.16.20
	1.17.20	2.5.20	2.14.20	3.3.20	4.20.20
	2.14.20	3.4.20	3.13.20	4.7.20	5.18.20
	3.13.20	4.1.20	4.17.20	5.5.20	6.15.20
	4.17.20	5.6.20	5.15.20	6.2.20 (H)	7.6.20
	5.15.20	6.3.20	6.12.20	7.7.20	8.17.20
	6.12.20	7.1.20	7.17.20	8.4.20	9.21.20
	7.17.20	8.5.20	8.14.20	9.1.20	10.19.20
	8.14.20	9.2.20	9.11.20	10.6.20 (H)	11.16.20
	9.18.20	10.7.20	10.16.20	11.3.20	12.7.20
	10.16.20	11.4.20	11.13.20	12.1.20	January 2021
	11.13.20	12.2.20	12.17.20	1.5.21 (H)	February 2021

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.

Final Applicant Submission for Planning Board: All final documents must be submitted by 10AM or the item will be removed from the Planning Board's Agenda.

Pender County Planning and Community Development

Planning Division

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425



Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

CONDITIONAL REZONING

Intent

- A. Conditional zoning districts hereby included are to allow for the consideration of certain uses that are permitted uses in the underlying zoning district but due to their nature may not be appropriate for a particular location.
- B. A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses on small and large scale projects.
- C. Although, it is not intended to be used for speculative purposes, a conditional zoning district applicant may include as part of the application, a list of uses which will not be developed on the property.
- D. All uses listed as part of any application must be in the same format and description as listed in the Table of Permitted Uses.
- E. The following zoning district categories are approved to be assigned conditional zoning districts: PD, RP, RM, GB, OI, IT, IG (Reference Article 4 for Zoning District Descriptions).

Application

Except as provided herein, all applications to establish a conditional zoning district must follow the regulations prescribed in this section in addition to the standard rezoning process as described in Section 3.3, Rezoning of this Ordinance.

Public Input Meeting

Prior to scheduling a public hearing on the rezoning application, **the applicant must conduct one public input meeting and file a report of the results with the Administrator.**

- 1. The report for the public hearing will include a summary of the public input meeting.
- 2. The applicant shall mail a notice for the public input meeting to adjoining property owners not less than ten (10) days prior to the scheduled meeting.
- 3. The notice shall include the time, date and location of the meeting as well as a description of the proposal.
- 4. The applicant's report of the meeting shall include:
 - a. A copy of the letter announcing the meeting.
 - b. A list of adjoining property owners contacted.
 - c. An attendance roster.
 - d. A summary of the issues discussed.
 - e. The results of the meeting including changes to the project's proposal, if any.

Review

When evaluating an application for the creation of a conditional zoning district, the Planning Board and Board of Commissioners shall consider the following:

- 1. The application's consistency to the general policies and objectives of the adopted Land Use Plan.
- 2. The potential impacts and/or benefits on the surrounding area, adjoining properties.
- 3. The report of results from the public input meeting.

APPLICATION FOR CONDITIONAL REZONING

THIS SECTION FOR OFFICE USE			
Application No.	ZMA-CD	Date	
Application Fee	\$	Invoice Number:	
Pre-Application Conference		Hearing Date	
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Riley Alber	Owner's Name:	Piney Runs Farm, LLC
Applicant's Address:	1800 Eastwood Rd #232	Owner's Address:	1800 Eastwood Rd #232
City, State, & Zip	Wilmington, NC 28403	City, State, & Zip	Wilmington, NC 28403
Phone Number:	910-660-9117	Phone Number:	910-660-9117
Email Address:	Riley@WilmingtonCompostCompany.com	Email Address:	Riley@WilmingtonCompostCompany.com
Legal relationship of applicant to landowner: Same: Riley Alber, CEO, Wilmington Compost Company			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	3265-61-7071-0000	Total property acreage:	72.2
Current Zoning District:	RA	Proposed Zoning District:	CS-X
Project Address or Location:	7390 NC Hwy 210, Rocky Point, NC 28457		
Proposed Uses to be Considered (Include NAICS Code):			
Compost Manufacturing, NAICS: 325314; Other NonHazardous Waste Treatment and Disposal, NAICS: 562219; Farm Supplies Merchant, NAICS: 424910; General CombinationCrop Farming, NAICS: 111998; NAICS: 111998; Soil Testing Services, NAICS: 541380;			
Proposed Uses to be Eliminated from Consideration (Include NAICS Code):			
Rubbish Disposal Landfill (including construction materials, concrete and brick), NAICS: 562212			
SECTION 3: SIGNATURES			
Applicant's Signature		Date:	
Applicant's Name Printed	Riley Alber	Date:	2/12/2021
Owner's Signature		Date:	
Owner's Name Printed	Riley Alber	Date:	2/12/2021
<u>NOTICE TO APPLICANT</u>			
1. Applicant must also submit the information described on the Rezoning Checklist. 2. Applicant or agent authorized in writing must attend the public hearing. 3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing. 4. All fees are non-refundable 5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda			

Conditional (Zoning Map) Amendment Checklist

☒	Signed application form
☒	Application fee
☒	A list of names and addresses, as obtained from the county tax listings & tax abstract, all adjacent property owners, including property owners directly across any road or road easement, & owners of the property under consideration for rezoning.
☒	Two (2) business size envelopes legibly addressed with first class postage for each of the adjacent and abutting property owners on the above list.
☒	Accurate legal description or a map drawn to scale showing the property boundaries that are to be rezoned, in sufficient detail to for the rezoning to be located on the Official Zoning Map.
☒	12 (11"x17") map copies to be distributed to the Planning Board
☒	20 (11"x17") map copies to be distributed to the Board of Commissioners * Will be provided following Planning Staff Review
☒	Digital (.pdf) submission of all application materials
☒	Public Input Meeting Report (Section 3.4.3 or see Public Input Meeting on the first page of this application)
☒	A description and/or statement of the present and proposed zoning regulation or district boundary and stating why the request is being made and any information that is pertinent to the case. If the owner and applicant are different, the letter must be signed by both parties.
☒	All applications which specify an intended use must include a generalized site development plan drawn to a suitable scale, supporting information and text which specifies the use or uses intended for the property and any development standards to be approved concurrently with the rezoning application
☒	A generalized site development plan shall include the following items: ☒ A vicinity map drawn to a suitable scale which illustrates adjacent or nearby roadways, railroads, waterways & public facilities. ☒ A (metes and bounds) boundary of the parcel or portion of the parcel to be rezoned and developed. ☒ All existing easements, reservations and rights of way. ☒ Delineation of all Areas of Environmental Concern including but not limited to federal jurisdictional wetlands. ☒ For residential uses, the number of units, heights and a generalized location. For non-residential uses, the height, approximate footprint and location of all structures. ☒ If a known use is proposed: Traffic impact report, parking and circulation plans illustrating dimensions, intersections and typical cross sections. ☒ All proposed setbacks, buffers, screening and landscaping. ☒ Phasing. ☒ Signage. ☒ Outdoor lighting. ☒ Current zoning district designation and current land use status. ☒ Other information deemed necessary by the Administrator, Planning Board, or Board of Commissioners, including but not limited to a Traffic Impact Analysis or other report from a subject matter expert.

Office Use Only					
ZMA-CD Fees: (<i>\$500.00 for first 5 acres; \$10/acre thereafter up to 1,000 acres; \$5/acre thereafter</i>)				Total Fee Calculation: \$	
Attachments Included with Application: (Please include # of copies)					
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports ☐ Y ☐ N
Payment Method:	Cash : ☐ \$ _____		Credit Card: ☐ Master Card ☐ Visa		Check: ☐ Check # _____
Application received by:					Date:
Application completeness approved by:					Date:
Dates scheduled for public hearing:			☐ Planning Board:		☐ Board of Commissioners:

Conditional Rezoning Standards Checklist

When submitting a conditional rezoning application, the site plan and supporting materials must provide proposed standards for a variety of standards which are guided by the zoning district. This may be by requesting custom standards or by requesting the existing standards of an existing general use zoning district. Please provide proposed standards for:

☒	Maximum density
☒	Setbacks (Front, side, rear, corner)
☒	Minimum lot width/Minimum chord length at the right-of-way for cul de sacs
☒	Structure separation
☒	Minimum lot size
☒	Maximum building height
☒	Permitted uses (Including NAICS code)
☒	Buffer standards (Depth, number and type of vegetation per 100 linear feet)
☒	Sign standards to the extent that the UDO's requirements are zoning district-specific

Where desired, the applicant must explicitly request varying standards for different uses within the conditional zoning district.

Conditional rezoning applications may not be used to vary from the general standards of the ordinance, including but not limited to:

- Traffic Impact Analysis thresholds
- Stormwater regulations
- Open space/recreational unit requirements
- Street design standards
- Off-street parking standards
- HOA requirements
- Water and wastewater requirements

The Pender County Planning Board and Board of County Commissioners may approve or deny the request entirely, or approve with modifications. Additionally, In approving a petition for the reclassification of property to a conditional zoning district, the Planning Board may recommend, and the Board of Commissioners request that the applicant add reasonable and appropriate conditions to the approval of the petition.

Wilmington Compost Company - Narrative

The present land use classification is currently zoned as RA. The site was previously owned and operated by Running Deer, LLC as a Land Clearing Inert Debris landfill. Wilmington Compost Company is applying for a Conditional Use Permit under RA Zoning for the following land uses: Compost Manufacturing, NAICS: 325314; Farm Supplies Merchant, NAICS: 424910; General Combination Crop Farming, NAICS: 111998; Soil Testing Services, NAICS: 541380; Hunting & Trapping, NAICS: 114210. This request is being made in response to a request from Pender County Zoning for us to apply for a Conditional Use Permit so that our compost facility and bona-fide farm operations fall under the appropriate UDO classifications outlined by Pender County's Comprehensive Land Use Plan (2007). The Zoning Compliance is also required to comply with a Type 3 Facility permit application with the North Carolina Division of Environmental Quality's Department of Solid Waste Management. Our permit is contingent upon Pender County's approval that our facility and operations fall within the county's zoning ordinances.

The existing landfill property was located on approximately 72 acres and had access to Highway 210 through and access easement being beside Rocky Point Water & Sewer District water tank property. The property operated as a vegetative landfill since 1996. In converting to a compost facility, the existing filled areas will be brought back down to grade by processing the vegetated material back in with new feedstocks materials. The existing storm water flow patterns will remain in place. Minimal impervious areas will be added to the site.

Project Plan:

1. The following types of feedstocks, residuals, bulking materials, and amendments are to be accepted:
 - a. Pre and Post Consumer Food Waste – Collected from local commercial and residential sectors.
 - b. Agricultural Waste – Collected from local farm and agricultural operations:
 - i. Manure
 - ii. Spent Produce / Field waste
 - iii. Hemp Bio-Waste
 - iv. Mushroom Substrate Material
 - c. Yard Waste – Collected from commercial and residential sectors.
 - d. Land Clearing Debris – Collected from commercial and residential sectors.
 - e. Spent Brewery Trub/Grains – Collected from local breweries.
 - f. Seafood – Collected from local seafood outlets, markets, and fishermen.
 - g. Compostable Packaging Products – Collected from local commercial and residential sectors. All products must meet regulatory standards as set forth by the Biodegradable Product Institute, meeting standards ASTM D6400.
2. Total Estimated Amount of Materials to be Received Monthly:
 - a. An estimated nearly 5,000 tons a month in feedstocks, residuals, bulking materials, and amendments are projected to be received at the facility (in tons).
 - i. Pre and Post Consumer Food Waste Monthly: 250
 - ii. Agricultural Waste: 250
 - iii. Yard Waste: 2,000
 - iv. Land Clearing Debris: 2,000
 - v. Spent Brewery Trub/Grains: 100

vi. Seafood: 250

vii. Compostable Packaging Products: 60

Operational Plan

1. Contact Information: Facility Operator

a. Name: Riley P. Alber

2. Description of equipment, scales, structures, unloading areas, water sources, etc.:

a. Equipment:

- i. 2 Wheel Loaders – Bucket scales on wheel loader buckets
- ii. Box truck – 16' Box truck used for hauling service
- iii. Pickup truck – General use
- iv. Dump Truck – 16' dump truck
- v. Horizontal Grinder – grinder/chipper for wood waste recycling
- vi. Screener – 36 yds/hr used for screening processed/finished materials

b. Equipment maintenance: equipment will be monitored and maintained in operating status.

c. Structures:

- i. Office – Used to monitor and coordinate drop-offs and pick-ups, as well keep record
- ii. Storage structures – utilized for storing equipment/tools

d. Unloading areas:

- i. All unloading zones will occur in marked areas

e. Water Sources:

- i. Ponds – onsite there are 6 ponds. Each dug out to a depth of 2-14ft.

3. Site Security and Access Control:

- a. The site is secured with a locked gate system 24/7 except during operational hours.
- b. "No Trespassing" signs are visible at entrance to property.
- c. A camera system is in place.
- d. Yes, this site will receive feedstock residuals from the general public.

4. An operator will be on duty during operational hours to ensure compliance with operational requirements.

5. All access roads and internal road systems are of all-weather construction and will be maintained in good condition.

6. Operational Schedule: (Subject to change)

a. Days: Monday – Friday

b. Times: 7am-5pm

c. Preparations for opening:

- i. Opening the gate/site
- ii. Site/equipment inspection

d. Preparation for closing:

- i. Park/Store all equipment away in designated storage areas on site
- ii. Check on site/equipment
- iii. Lock the gate/site

7. A sign will be posted and maintained that includes the type of waste that can be received, the type of waste that is prohibited, the operational hours, permit number, and emergency contact phone numbers of the main operators and staff. The sign will also include that no hazardous waste, asbestos containing waste, or medical waste will be accepted at this site.

8. Boundary markers will be maintained and kept to clearly allow for a line of site from one marker to the next. All boundary markers will be marked to identify buffers and setbacks. These markers consist of white PVC piping with orange tips, along with tree's acting as markers clearly labeled with orange paint.

- a. These markers are at a distance <50' from one to the next.
9. The Compost facility will operate the following zones on the project site to convert raw feedstock materials into beneficial compost to be distributed to commercial and residential users:

Compost Component Description:

1. Retail Distribution Zone: Finish compost will be stockpiled in bays for pickup by commercial and residential customers. Front end loaders used to distribute materials to truck beds.
 2. Vegetated Tipping Zone: Primary receiving zone of accepted materials to be composted. Delivery trucks will be directed by onsite personnel to dump loads based on type of materials.
 3. Vegetated Processing Area: All feed stocks will be mixed in this area and monitored prior to placing in compost zone.
 4. Windrow Composting Zone: Mixed feedstocks will be placed in the compost zone in parallel windrows. Windrows shall be approximately 16' wide and 8' high and will remain in the compost zone for approximately 4-6 months while continuously being monitored.
 5. Screening Zone: Completed compost from windrows will be stockpiled in this area and fed through a material screener to separate large materials from the finished compost.
 6. Finish Compost Zone: Material that has passed through screening will cure in the finish compost zone for approximately 30 days. After curing is complete, product is ready for distribution and will be moved to Retail Distribution Zone.
 7. Future Vegetative Processing Zone: As business increases, this second processing zone will come on line for mixing feedstocks prior to compost windrow zone placement. Expected to come on line in approximately 2 years.
 8. Future Farm Soil Research Field: This area to be converted from prior landfill area to farming research. Various compost alternatives will be studied with crops in conjunction with State and Local Agricultural Programs.
 9. Food Waste Receiving Zone: Food waste from various restaurants, stores, schools, and other commercial establishments will be placed in a separate zone for monitoring and processing before being blended into the compost stream. Once material has met proper levels, it will be mixed into the vegetated process stream prior to windrow composting.
10. Plan for Maintaining Facility Property:
- a. Property will be maintained in a sanitary condition
 - b. Noise: Operate during operating hours only. Buffers, berms, and green space will be utilized to minimize noise exposure offsite.
 - c. Vectors: All vectors will be minimized by Best Management Practices (BMP) onsite such as, buffers, tree-lines, tarps, etc.
 - d. Litter: Will be monitored and maintained in proper disposal containers with a disposal rate that does not allow for excess waste to accumulate.
 - e. Dust: Water will be sprayed on roadways when needed to maintain low dust levels.
 - f. Airborne Particulates: tarps, buffers, screens, coverings, etc will be utilized when needed to minimize airborne particulates.
 - g. At the end of each operating day the unloading area will be organized, feedstocks will be processed, mixed, or properly stored.

Piney Run Farm Strategic Plan

Site Goal: The primary goal is to remediate the formerly known Running Deer LCID Landfill site, now named Piney Run Farm and operated by Wilmington Compost Company, back into state compliance with the Division of Solid Waste Management, good standing with Pender County, and ultimately bring the site back into a permittable, operating condition to serve the community and following sectors: renewable energy, wildlife and forest conservation, sustainable agriculture, soil manufacturing, waste management, composting and education in each of these areas. Upon reaching full operation, this site will strive to increase our communities' resiliency, ultimately enhancing soil, air, and water quality, which can directly improve the health of our region and people.

Site Targets and Timelines: This strategic site plan will address each section, Sections A-D, with an underlying focus on mitigating the fire hazard on Section D due to level of sawdust present there. Please allow approximately 1 year for each section to be remediated. Our target time frame for the entire site, Sections A-D, is approximately 3-4 years. The time frames stated in each section below include a degree of conservation, and do not take into consideration the assistance of processing and distribution from our strategic partners. We are taking every possible stride and measure to enhance our performance on this timeline per the best of our ability and external factors permitting.

Site Update: Piney Run Farm officially opened on Monday, September 7th of 2020. The property was purchased from Clyde Wisecarver of Running Deer LCID Landfill, with settlement taking place September 2nd, 2020. Wilmington Compost Company is the operator of the site and has been working round the clock to make headway on remediation despite some unforeseen setbacks. Unfortunately, what we were communicated during our due diligence period is not the case on site. The former owner in fact accepted debris he was not permitted to bring on site, and we are finding piles that were supposed to be "clean" are in contaminated and severely mixed with several types of unacceptable debris. This has accrued additional labor/costs to sort piles for processing to offload from the site. However, we are still making great time on progress and have implemented strategies to move through these hurdles efficiently as possible. A second factor that has been daunting is an unprecedented amount of rain over the winter, which has affected being able to work certain zones without creating more harm than good. Fortunately, we have been able to use this time to shift focus and make progress in other areas.

Main Focuses:

1. To take an LCID Landfill that was steered awry, and turn it back into a fully compliant and functioning organic recycling center with a focus in composting, healthy soil manufacturing, biofuel, and education/research.
2. Address and mitigate onsite fire hazard, with a focus on "hot zones" (mainly Section D) first
 - a. Temperature readings take twice weekly at minimum
 - b. Daily site and pile checks for steam/smokestacks – identify and address
 - c. Routine use of water application through sprinkler system for moisture when needed
 - d. Sorting out unwanted/unacceptable debris and high-risk materials, organizing piles, and offloading high risk materials from the site, turning piles where needed
3. Address and properly mark off buffer zones
 - a. 8' PVC pipes, along with trees, marked with bright orange spray paint
 - i. Section A completed

- ii. Section B partially completed
 - iii. Section C partially completed
 - iv. Section D partially completed
- b. Buffer zones are clearly marked every 50' with a clear line of visibility between each marker
- c. Bring 100' buffer zones into compliance
- 4. Address and restore proper drainage, ditching, and waterflow
 - a. Maintain water onsite
 - b. Improve onsite waterflow through roadways and bridges
 - i. Addition of culvers where needed
 - ii. Cleaning/maintenance of drainage ditches
 - c. Clear vegetation where needed to maintain proper flow
 - d. Maintain vegetation that helps combat erosion, improve vegetation and erosion factor when and where possible
- 5. Site layout to maximize compliancy, safety, BMPs, and workflow efficiency
 - a. Please see Exhibit A.1 "Rezone 2021-20 Site Plan 2" for updated layout from our team at Right Angle Engineers depicting our vision
 - b. Exhibit A.1 represents the current future vision/design of our site after remediation.

Sections: We are working these sections simultaneously.

*** Please note, all updates as of 3.5.2021 are in bold below. ***

Please Note: We will not accept or collect any onsite until compliance issues have been remedied to the point tipping may again begin, and WCC is permitted to operate accordingly with the NCDEQ and Pender County's grace. However, WCC asks the state to allow WCC to strategically collect and accept appropriate intermediate cover materials in case materials will be needed, which are solely to be used as cover materials while bringing the site into compliance. These may include the following: topsoil, dirt, mud, and sand please. As well, we would like to begin a small compost zone under the NC Compost Exemptions in the appropriate areas of Section B, also depicted in Exhibit A.1.

Section B: 1st Section to be addressed.

- 1. Size: 5.7 acres
 - a. Strategy: 1 acre per 60 business days
 - i. Section B.1, B.2, B.3, B.4, B.5
 - b. Goal: approximately 10 months
- 2. Existing Materials:
 - a. Concrete
 - i. Crush and sell
 - ii. **8,000 out of an estimated 25,000 tons of concrete has been processed and organized into 3 piles. We have offloaded roughly 6,000 tons thus far and offloading pace is increasing with warmer weather. Additional unprocessed concrete to be crushed in the next month or so as the crusher has committed to the job. We anticipate moving the concrete offsite within the next 6 months however, this is contingent upon the concrete crusher and what the local market can yield.**

- iii. **We have organized all processed and unprocessed concrete to one area of Section B, cleaning up roughly 1/3 of the section to date.**
 - b. Topsoil
 - i. Use on Section D for intermediate cover as needed
 - ii. **We have sorted and screened roughly 750 tons of topsoil from this section.**
 - iii. **This topsoil is being screened for retail purposes. By eliminating the saw dust we have not had a need for intermediate cover.**
 - c. Dirt/Stone
 - i. **We have utilized this material to improve roadway systems where needed, cleaning up the few miscellaneous piles that were in this section.**
 - d. Vegetative Debris
 - i. Process, chip, and sell
 - ii. Feedstock for composting
 - iii. **We have begun slowly sorting this material on off days to remove contaminations so that we can screen topsoil out and organize wood debris for processing.**
 - e. Contaminants
 - i. **There are more than expected, however we are making progress despite additional work this requires.**
 - ii. **We hand collect visible contaminants on days we cannot operate equipment.**
- 3. Compliance issues to resolve:
 - a. Contaminants: Will be collected and disposed of properly at a permitted NC Solid Waste site.
 - b. Markers/buffer zones
 - i. Currently clearing and marking this section
 - ii. **We have markers around current working areas as we remediate buffers for work zone safety.**
 - c. Drainage ditches and waterflow
- 4. Goal:
 - a. Bring section into state compliance
 - b. Clear area and materials down to ground level
 - c. Store suitable materials to Section D for intermediate cover when needed.
 - i. **Please refer to Section D for updates on why we are currently not covering this section with an intermediate cover.**
 - d. Set new buffer/boundary markers to meet future intent
- 5. Intent:
 - a. Identify area purposes for future use
 - i. **This will be the future composting area of the site including the following: waste receiving, windrow processing, screening, curing and final staging zones for offloading.**

Section A: 2nd Section to be addressed.

- 1. Total Size: 5.1 acres
 - a. Strategy: 1 acre per 90 business days
 - b. Section A.1, A.2, A.3, A.4, A.5
 - c. Goal: approximately 1.25 years
- 2. Existing Materials:
 - a. Crushed Stone

- i. Use to improve roadway systems
 - ii. Grade out into a flat pad for future use
 - 1. **This will be "Retail Distribution Zone" on Exhibit A.1**
 - 2. **We have started to utilize this material to improve roadway systems where needed, cleaning up the few miscellaneous piles that were in this section.**
 - 3. **Collected visible waste material from the ground surface.**
 - b. Land Clearing/Vegetative Debris
 - i. Process, chip, sell
 - ii. Feedstock for composting
 - iii. **In roughly 2-4 months we should have additional larger equipment on site to begin processing these materials to be offloaded from the site at a high volume.**
 - c. FEMA Debris
 - i. Compost potting soil mix – sell
 - 1. See soil analysis Appendix B
 - 2. **We have begun offloading this pile from the site. Frequency is increasing with warmer season approaching.**
 - ii. Double and Triple Shredded Wood chips
 - 1. See soil analysis Appendix C
 - 2. **We have begun offloading this material to biofuel sectors. We are removing roughly 50-100 tons a day.**
 - d. Topsoil
 - i. Intermediate cover material for Section D as needed
3. Compliance issues to resolve:
- a. Buffer zones
 - i. Will fall into compliance as section is processed
 - b. **Markers: have been clearly set and marked with bright orange spray paint on 8' white PVC pipes and trees so that they are clearly visible every 50'**
 - c. Drainage and flow
 - i. Install proper culver systems
 - ii. **We are cleaning drainage systems monthly to maintain maximum water flow where accessible as remediation occurs.**
 - iii. **Water onsite has visibly become more transparent (cleaner) and wildlife numbers are high.**
 - d. 3-1 slope
 - i. Will fall into compliance as section is processed
 - ii. **Tree lines are becoming more visible in areas we are moving materials off site.**
 - e. Vegetative growth on the slopes will fall into compliance as section is processed
 - f. Contaminants
 - i. Will be collected and disposed of properly to a permitted NC Solid Waste site
 - ii. **We are finding a decent level of contaminants such as construction debris, plastics, rubber, metal, and various other types of materials mixed into mulch and soil. We are sorting this from the mix and removing offsite.**
 - iii. **We hand collect visible contaminants on days we cannot operate equipment.**
4. Goal:
- a. Bring section into state compliance

- b. Clear area and materials down to ground level
- 5. Intent:
 - a. Identify area purposes for future use
 - i. **This zone will be converted into future “Vegetative Tipping Zone, Vegetative Processing Area, Processed Storage and FEMA/Emergency Zone” as seen in Exhibit A.1.**

Section C: 3rd Section to be addressed.

- 1. Size: 4.6 acres
 - a. Strategy: 1 acre per 90 business days
 - b. Section C 1, C 2, C 3, C.4
 - c. Goal: approximately 1 year
- 2. Existing Materials:
 - a. Crushed Stone
 - i. **Used for road system and site maintenance. We have some reserved at the front of this section.**
 - b. Sand
 - i. Intermediate cover material to be used on Section D
 - c. Vegetative Debris
 - i. Process, chip, sell
 - ii. Feedstock for composting
 - d. FEMA Debris
 - i. Process, chip, sell
 - ii. Feedstock for composting
 - e. Land Clearing Debris/Vegetative Debris
 - i. Process and sell
 - 1. Will sell as chips and mulch
 - f. Topsoil
 - i. Intermediate cover material for Section D as needed
- 3. Compliance issues to resolve:
 - a. Buffer zones
 - i. Will fall into compliance as section is processed
 - b. **Markers: will be clearly set every 50' apart using 8' white PVC pipes or trees with bright orange spray paint marked on them**
 - c. Drainage and flow
 - i. Install proper culver systems
 - d. 3-1 slope
 - i. Will fall into compliance as section is processed
 - e. Vegetative growth on the slopes will fall into compliance as section is processed
 - f. Contaminants
 - i. Will be collected and disposed of properly to a permitted NC Solid Waste site
 - ii. **We hand collect visible contaminants on days we cannot operate equipment.**
- 4. Goal:
 - a. Bring section into state compliance

- b. Clear area and materials down to ground level
- c. Move suitable materials to Section D for intermediate cover as needed
- 5. Intent:
 - a. **This area will be the future “Vegetative Processing Zone” as seen in Exhibit A.1**

Section D: Short Term Strategy

1. While working Landfill Sections B, A, and C, we will undertake measures to mitigate the fire hazard on Section D. They include the following:
 - a. **We are currently moving 100-200 tons of sawdust offsite each day. This has reduced fire risk and begun to improve slope.**
 - b. **Weekly monitoring of temperature and moisture.**
 - c. **Routine application of water through sprinkler system utilizing large pond to keep Section D wet as needed. Season has been relatively wet, so moisture content has been high and there has not been need for sprinkler.**
 - d. **Continue offloading sawdust at current rate to biofuel industry. They will take it all.**
 - e. **We have eliminated all steam/smokestacks and continue to locate and address the occasional ones that pop up. Previous owner had 20-25 smoke stacks every day. We see maybe 1-2 ever so often.**

Section D: 4th Section to be addressed.

1. Size: 11.6 acres
 - a. Strategy: 1 acre per 45 business days
 - b. Section D .1, D .2, D .3, D .4, D .5, D .6, D .7, D .8, D .9, D .10, D .11
 - c. Goal: approximately 1.5 years
2. Existing Material
 - a. Vegetative Debris
 - i. Process, chip, sell
 - b. Saw Dust
 - i. Sell: See soil analysis Appendix E
 - ii. **We are currently moving 100-200 tons of sawdust offsite each day. This has reduced fire risk and begun to improve slope. We are working with biofuel sectors to remove this material.**
 - c. Topsoil
 - i. Sell
 - d. Woodchip
 - i. Sell
3. Compliance issues to resolve:
 - a. ****FIRE MITIGATION****
 - i. **We continue to implement monitoring and fire risk mitigation practices while offloading risky materials from the site at a steady pace of 100-200 tons a day.**
 - b. Buffer zones
 - i. Will fall into compliance as section is processed
 - c. Contaminants

- i. Will be collected and disposed of properly to a permitted NC Solid Waste site
 - ii. **We hand collect visible contaminants on days we cannot operate equipment.**
 - d. 3-1 slope
 - i. Will fall into compliance as section is processed
 - ii. **Slope is already seeing improvements with removal of sawdust.**
- 4. Intent
 - a. Clear to ground level.
 - b. **This area will be set aside for future expansion of composting zones, as well research and agricultural education. It is labeled "Future Farm Soil Research Field" in Exhibit A.1.**

Overall Site Summary:

1. **Improvements:** We have made improvements in Sections A, B, and D simultaneously over the winter months despite an enormous amount of rain and the pandemic effecting our partner who haul materials off site. We continue to make improvements to the site from previous ownership using BMPs. After being on site since 9/2/2020, the community has caught wind of our services and we are seeing increased activity. We have also made great strides with our relationships in the biofuel and sustainable agriculture sectors, and foresee these relationships having a positive influence on our strategic plan as they have already begun to do so. We have formed a relationship with Pender County EMS, which is proving mutually beneficial and we are excited for their support. We have also formed a relationship with Pender State Extension, who is excited to work alongside us and the entire State Extension, as are we. There have further been a few education tours of the site including groups from UNCW and Cape Fear Community College, all providing positive feedback. Recently, we received interest from public schools in Pender to begin exploring dialogues on how we can support them.
2. **Permit Number Request:** Would it be possible to obtain a type of temporary permit number that we could use for the purpose of applying for grants to help support our mission? This was discussed with Liz Patterson at our last site inspection on Thursday, February 25th, 2021 as we have been unable to apply for grants that have come our way without this number. Grants would be a tremendous support in these early stages of remediation and greatly appreciated.
3. **Concerns:** The neighbor Clyde Wisecarver has a fire currently burning on what was previously Section E of Running Deer Landfill. We have been in communication with both Pender County EMS, NC Forest Service and Liz Patterson throughout this incident from the moment we were notified by Mr. Wisecarver. We continue to monitor the fire and communicate to Liz Patterson any updates we see happening.

Conclusion: We appreciate the opportunity to work alongside you all at the NCDEQ to bring this site back into compliance and service. We look forward to recommendations and feedback on the updates provided in Version 3.

Site Compliance Plan prepared by: Riley and Trey Alber

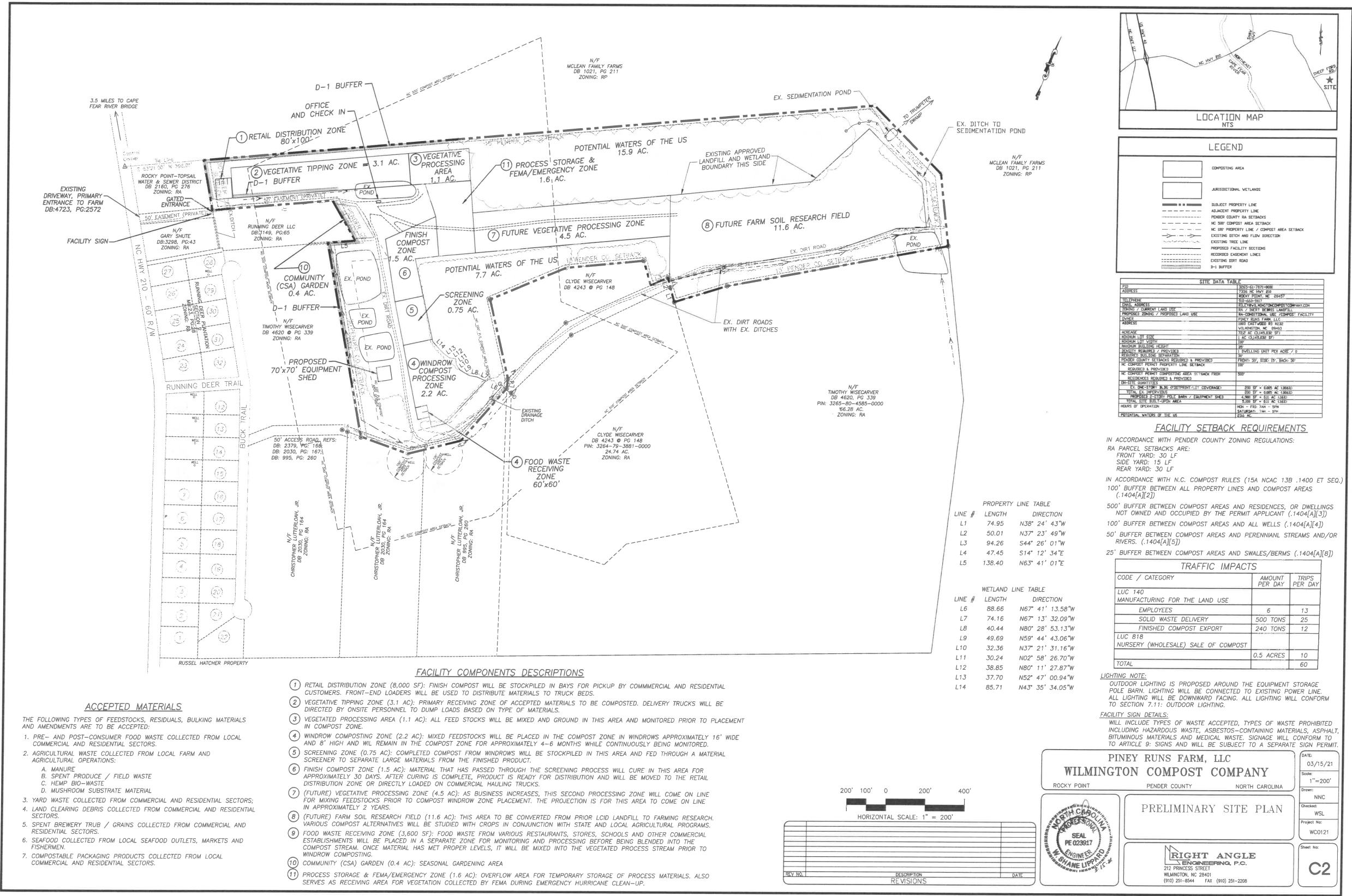
Company: Wilmington Compost Company

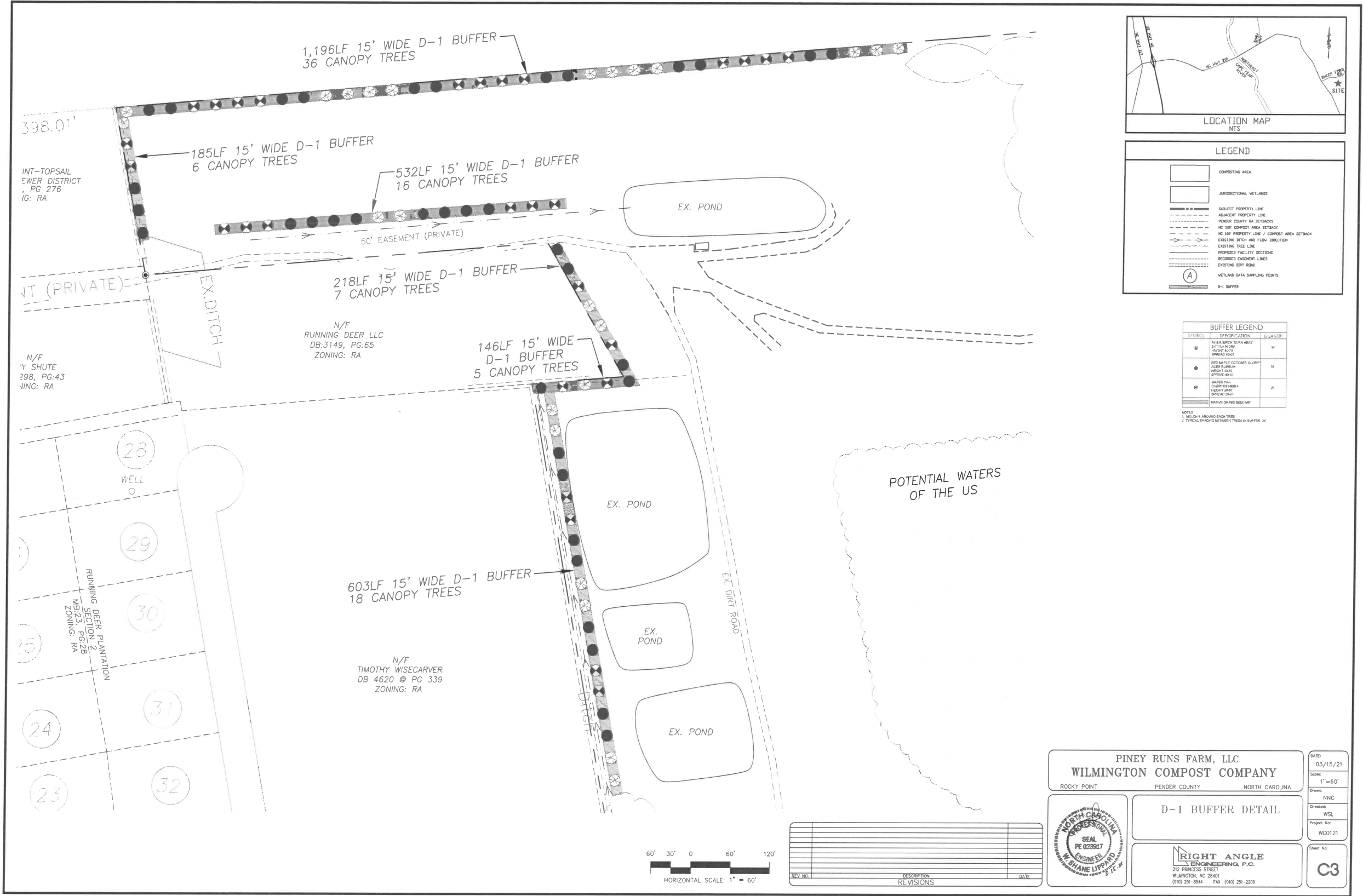
Contact Phone: 910-660-9117 or 910-660-3445

Contact Email: riley@wilmingtoncompostcompany.com or trey@wilmingtoncompostcompany.com

For additional questions or concerns, please contact either Riley or Trey. Thank you.







October 22, 2020 - Public Meeting Input Report

List of Attendees

Name	Phone Number	Email Address	Physical Address
Sam Shore	910-259-1274	sshore@pendercountync.gov	805 S Walker St, Burgaw
Abie Bonevac	910-259-1408	abonevac@pendercountync.gov	805 S Walker St, Burgaw
Liz Patterson	919-805-6499	elizabeth.patterson@ncdenr.gov	127 Cardinal Drive Ext. Wilmington
Marge/Richard Brightman	910-256-8529	ingab2105@gmail.com	2107 Bay Colony, Wilmington
Lloyd Singleton	910-798-7660	lsingleton@nhcgov.com	6206 Oleander, Wilmington
William McLean	910-228-4661	eowmclean@yahoo.com	131 Terrapin Station, Rocky Point
Marie Davis	336-207-3359	davis.marie@earamark.com	3389 Rooks Rd, Atkinson
Veda Lewin	910-880-5886	vedarlynn@gmail.com	944 Bonham Ave, Wilmington
Katherine Starzynski	910-467-7396	katherine.starzynski@hotmail.com	114 Courie Way, Jacksonville
Tim Wisecarver	910-604-3523	twisecarver@wildblue.net	7130 Hwy 210, Rocky Point
Deane Wisecarver	910-232-8402	diannewisecarver@yahoo.com	7130 Hwy 210, Rocky Point
Meghan Bowes	843-789-9579	meghanebowes@yahoo.com	1105 Boone Ln, Wilmington

Questions Asked:

1. Lloyd Singleton, New Hanover County Arboretum and NC State Extension Director: Will you be able to handle the current and future waste stream volumes of New Hanover and Pender County?

1. Answer: Yes, we have done forecasting on current volumes and predicted growth in the region over the next 10 years. *If we choose to capture this food waste, this site has the capacity not only to capture New Hanover and Pender County, but also Onslow and Brunswick County with room to grow.*

2. Sam Shore, Pender County Zoning: What will you do regarding odor?

2. Answer: We will implement Composting BMPs to reduce and eliminate the potential risk and creation of odors. Some of these include covering of piles, ensuring no feedstock materials are openly exposed, proper carbon to nitrogen ratio, as well close monitoring of temperature, moisture, and odors as indicators.

Comments:

1. Marie Davis, Coastal Composting Council President and Sustainability Director for Aramark's Campus Dining at UNCW:

3. "WCC has helped with the education awareness across our community as well bring NHC's composting efforts beyond capacity. This site would allow UNCW to continue building their composting efforts and scale them even further across various programs and the student body."

2. Tim Wisecarver, son of previous owner and Maintenance Director for the 421 Louisiana Plant

4. "As the previous owner and having been involved with the site prior, we are very excited to see what these boys can do out here. We look forward to being their neighbors."

General Notes:

1. Wilmington Compost Company provided BBQ for the attendees and the overall mood was positive and receptive. The only neighbors to show up were William McClean of Rose Hill Hunting Club and Tim Wisecarver, previous owner. Both neighbors expressed excitement and eagerness to see us get going and where our vision will lead to, as well to see the site get up and running again to serve the community.

2. Further support included members from Keep New Hanover Beautiful as well the Director of NC State Extension Arboretum in NHC, Lloyd Singleton. Both parties expressed excitement on what this site and our leadership/partnerships will mean for the community and growing efforts around composting.

Pender County Agencies

County Manager's Office

No reply

Pender County Utilities

No comment

Pender County Environmental Health

Contact EH if a septic or well permit(s) are needed

Pender County Emergency Management / Pender County Fire Marshal

Fire apparatus access roads, dead ends, and address numbers must meet Fire Code requirements.

Pender County Parks and Recreation

No reply

Pender County Board of Education

No comment

Pender County Sheriff's Department

No reply

Pender County Addressing Coordinator

An address will be assigned to the primary structure after a building permit has been applied for. The address will be assigned to NC Hwy 210 based on the location of the access easement. (Planning staff note: Upon request from Pender County Emergency Management, an address was created for the site: 7336 NC HWY 210, Rocky Point, NC 28457)

Pender County Soil & Water Conservation

No comment

Pender County Permitting Division

No comment

Pender County Flood Plain Manager

No comment

Pender County Code Enforcement

No reply

Pender County Building Inspections

No reply

Transportation

NCDOT - District Engineer Office

Driveway permit required

NCDOT - Division Engineer Office

No reply

NCDOT – Transportation Planning Branch

No reply

Wilmington Metropolitan Planning Organization (WMPO)

No reply

Cape Fear Rural Planning Organization (RPO)

No reply

Statewide Organizations

Division of Energy, Mineral and Land Resources (Stormwater Management)

No reply

Division of Coastal Management

No reply

Division of Energy, Mineral and Land Resources (Erosion Control)

No reply

Division of Water Resources

Wetlands onsite should be verified by the USACE

US Army Corps of Engineers

No reply

NC Wildlife

No reply

State Archeology

No reply

Division of Underground Storage Tanks

No reply

Utilities

Duke Energy

No reply

Four County Electric

No reply

Pluris Holdings LLC

No reply

Piedmont Natural Gas

No reply

AT&T

No reply



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Travis Henley
DATE: May 17, 2021
SUBJECT: Resolution Requesting Approval of a Zoning Text Amendment.

SUMMARY:

Pender County, applicant, is requesting the approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend sections throughout the ordinance to conform to updated North Carolina General Statutes associated with the adoption of Chapter 160D. A detailed description of the proposed changes is available in the Pender County Planning and Community Development Department Offices.

ACTION REQUESTED:

To hold a Public Hearing and consider the Zoning Text Amendment

**PLANNING STAFF REPORT
ZONING TEXT AMENDMENT**

SUMMARY:

Hearing Date: April 13, 2021 Planning Board
May 17, 2021 Board of Commissioners
Applicant: Pender County
Case Number: ZTA 2021-13

Text Amendment Proposal: Pender County, applicant, is requesting the approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend sections throughout the ordinance to conform to updated North Carolina General Statutes associated with the adoption of Chapter 160D. A detailed description of the proposed changes is available in the Pender County Planning and Community Development Department Offices.

RECOMMENDATION

At their April 13, 2021 meeting, the Pender County Planning Board voted unanimously to recommend approval of the Zoning Text Amendment as described in this report. The Administrator also respectfully recommends approval of the Zoning Text Amendment to the Unified Development Ordinance as described in this report, as the amendment is consistent with the Pender County Unified Development Ordinance and with the Pender 2.0 Comprehensive Land Use Plan. The text amendment is consistent with one (1) policy in the Pender 2.0 Comprehensive Land Use Plan.

AMENDMENT DESCRIPTION

Pender County, applicant, has requested this text amendment to the Unified Development Ordinance to conform to changes in North Carolina General Statute associated with the adoption of G.S. Chapter 160D. Signed into law in July of 2019, local governments have until July 1, 2021 to update development regulations to comply with the legislation. The modifications to statute generally fall into three categories: 1) Unification of the development regulation authority for counties and incorporated municipalities, 2) Consensus amendments to statute that clarify authority and conform to legal precedent, and 3) Incorporate other recent statutory amendments generally relating to definitions, vested rights, and permit choice.

One element of the state legislative update requires local development regulations' definitions of building, dwelling, dwelling unit, bedroom, and sleeping unit to not conflict with the definitions for those terms in North Carolina Building Code. The proposed Zoning Text Amendment includes or updates the definitions of these terms such that they conform to North Carolina Building Code, in addition to ensuring that the meaning of these terms throughout the ordinance remains consistent with intent.

The proposed update to the Unified Development Ordinance conforms to new legislative requirements relating to vested rights. These include identification of specific development applications that constitute a site-specific vesting plan and recognition of multi-phased developments with a longer vesting period. In order to more clearly define when vesting has occurred, the draft language includes sections that would clarify the process by which development applications are processed and when a pending application would expire.

Throughout the Unified Development Ordinance, references to statute have been updated as needed, and the requirement of a defects guarantee for new subdivisions has been removed as state statute now prohibits the requirement of such a guarantee. Additionally, reference has been added for the new statutory authority to

enter into a multijurisdictional agreement when a development proposal crosses local government planning boundaries.

In addition, Pender County Staff propose a minor update to the Pender County Flood Damage Prevention Ordinance to update General Statute references within the document, also an effort to maintain local compliance with State Statutes. Further, a separate update to the Pender County Personnel Policy is forthcoming to address enhancements to conflict of interest standards for elected and appointed boards in addition to staff.

The proposed amendment language is provided as Attachment 1.

EVALUATION

As prescribed in the Pender County Unified Development Ordinance Section 3.18.5, in evaluating any proposed Ordinance text amendment, the Planning Board and the County Commissioners shall consider the following:

- 1) The extent to which the proposed text amendment is consistent with the remainder of the Ordinance, including, specifically, any purpose and intent statements;
- 2) The extent to which the proposed text amendment represents a new idea not considered in the existing Ordinance, or represents a revision necessitated by changing circumstances over time;
- 3) Whether or not the proposed text amendment corrects an error in the Ordinance; and
- 4) Whether or not the proposed text amendment revises the Ordinance to comply with state or federal statutes or case law.

In deciding whether to adopt a proposed Ordinance text amendment, the central issue before the Planning Board and County Commissioners is whether the proposed amendment advances the public health, safety or welfare and is consistent with any adopted County Land Use Plan documents and the specific intent of this Ordinance.

Pender County Unified Development Ordinance Compliance

The proposed Zoning Text Amendment has been prepared in response to changes to North Carolina General Statute, ensuring compliance with state and case law.

Pender 2.0 Comprehensive Land Use Plan Compliance

The Zoning Text Amendment described in this report is consistent with the following policy in the Pender 2.0 Comprehensive Land Use Plan:

Policy 5.1.G: Development Review: The County supports an efficient, transparent, and predictable development review and approval procedure.

Ensuring County development regulation complies with state and case law provides a predictable development review and approval procedure by bringing the Unified Development Ordinance and Flood Damage Prevention Ordinance in line with similar documents across North Carolina and minimizing the potential for litigation.

The proposal was not found to conflict with any goals, objectives, or policies within the Pender 2.0 Comprehensive Land Use Plan.

RECOMMENDATION

At their April 13, 2021 meeting, the Pender County Planning Board voted unanimously to recommend approval of the Zoning Text Amendment as described in this report. The Administrator also respectfully recommends approval of the Zoning Text Amendment to the Unified Development Ordinance as described in this report, as the amendment is consistent with the Pender County Unified Development Ordinance and with the Pender 2.0 Comprehensive Land Use Plan. The text amendment is consistent with one (1) policy in the Pender 2.0 Comprehensive Land Use Plan.

BOARD OF COMMISSIONERS CONSISTENCY STATEMENT:**TO APPROVE:**

Motion to approve the Zoning Text Amendment and to make a finding that the approval is consistent with the Pender 2.0 Comprehensive Land Use Plan. Generally, the Pender 2.0 Comprehensive Land Use Plan supports efforts to increase industrial uses, and provide flexibility for those uses, in specific areas within the County where consistent with the Plan. The proposed amendment is consistent with the policy in the Pender 2.0 Comprehensive Land Use Plan:

- **Policy 5.1.G**

There are no specific goals, objectives, or policies that conflict with the proposal. The proposed Zoning Text Amendment is consistent with the spirit, purpose, and intent of the Pender 2.0 Comprehensive Land Use Plan and with the Pender County Unified Development Ordinance.

TO DENY:

Motion to deny the Zoning Text Amendment and to make a finding that although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING].

BOARD ACTION FOR ZONING TEXT AMENDMENT

Motion: Buchanan **Seconded:** Teachey

Approved: X **Denied:** **Unanimous:** X

McClammy: X Jordan: X Beaudoin: X Buchanan: X Pitts: X Teachey: X

1.2 AUTHORITY

These regulations are adopted pursuant to the authority vested in the County of Pender by its charter and the General Statutes of North Carolina, particularly Chapter 153A, ~~Chapter 160D~~ and Chapter 340.

2.3.1 Establishment, Membership and Procedure

The Planning Board is charged with carrying out the land use planning activities and setting zoning policy and regulation in Pender County. The Planning Board is established by § 2-66, Code of Ordinances, Pender County, N.C. As stated in that Article and hereby reaffirmed, the Planning Board is that planning agency designated by N.C.G.S. ~~153A-321 160D-301~~ and ~~153A-344 160D-604~~. In addition to the duties and responsibilities assigned by § 2-66, Code of Ordinances, Pender County, N.C. and by N.C.G.S. ~~153A-322 160D-102; 103; 106; and 502~~, the Planning Board shall have the specific powers and duties provided within this Ordinance.

2.4.1 Establishment, Membership, and Rules of Procedure

C.6) As required by N.C.G.S. ~~153A-345(e) 160D-406(i)~~, no final action shall be taken on a variance without the concurring vote of four-fifths (4/5's) of the members of the Board. All other quasi-judicial matters require a simple majority vote by members of the Board.

C. 8) All decisions of the Board of Adjustment run with the land, never the person or corporation. ~~Special Exceptions may have time limits imposed on their validity.~~

C.11) The Board of Adjustment shall have the authority through the chair, or in the chair's absence anyone acting as the chair to subpoena witnesses and compel the production of evidence as specified in N.C.G.S. ~~153A-345(g) 160D-406(g)~~.

~~3.1.2.C.1) Applications deemed to be sufficient for processing shall be scheduled for review in accordance with the provisions of this Ordinance. If, in the opinion of the Administrator, a submittal at any stage of review is incomplete, the application shall be removed from the agenda of the appropriate board/commission and not further processed until deemed complete and sufficient for processing. At any stage of review, the Administrator or any board or commission, may require the submission of any plan, study or other information, in addition to that specified in the submittal requirements, in order to determine the development as proposed will comply with all of the requirements of this Ordinance.~~

~~3.1.2.C.2) If at any time, staff or board comments are not addressed by the applicant within eight (8) calendar weeks, the application shall be considered withdrawn. Time spent completing or waiting for approval of a Jurisdictional Determination, Traffic Impact Analysis, state stormwater permit, or similar item shall not count toward the time limit.~~

1. 3.3.4 Plan Consistency Statements

Per G.S. ~~153A-341 160D-604(d) and 160D-605(a)~~ (but not fully reproduced herein),

A. Rezoning shall be made in accordance with a comprehensive plan.

- 1) ~~When conducting a review of proposed rezonings, the planning board shall advise and comment on whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing board that addresses plan~~

consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed rezoning is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed rezoning by the governing board.

- 2) When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive plan.
- 3) If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment shall be required. A plan amendment and a zoning amendment may be considered concurrently.
- ~~1) When conducting a review of proposed rezonings, the planning board shall advise and comment on whether the proposed action is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed rezoning is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed rezoning by the governing board.~~
- ~~2) When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive plan.~~
- ~~3) If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment shall be required. A plan amendment and a zoning amendment may be considered concurrently.
 - a) A declaration that the approval is also deemed an amendment to the comprehensive plan. The governing board shall not require any additional request or application for amendment to the comprehensive plan.
 - b) An explanation of the change in conditions the governing board took into account in amending the zoning ordinance to meet the development needs of the community.
 - c) Why the action was reasonable and in the public interest.~~

3.3.9 Types of Rezonings

A.2)b)v) Per G.S. ~~153A-341~~ 160D-604(d), Prior to consideration by the governing board of the proposed zoning amendment, the Planning Board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.

~~3.5.6 Changes to Approved Plans~~

- A. ~~Changes to an approved MDP shall occur only after approval by the Planning Board, or Administrator as required in accordance with Section 3.5.2, using the procedures required for the approval of a new plan.~~
- B. ~~The Administrator may approve minor changes without following the full procedures, if such approval does not violate the intent of this chapter and section. Such minor changes shall not include:~~
- ~~1) Increases in the density or intensity of development~~
 - ~~2) Changes to entrance or street layout~~
 - ~~3) Changes to stormwater layout or other major design changes~~
 - ~~4) Reduction in buffer widths or standards~~
 - ~~5) Transfer of permitted uses contained in the plan~~
 - ~~6) Changes to the overall concept of the plan~~
- C. ~~Modifications to approved Planned Developments shall be submitted to the Administrator and shall proceed in the same manner as the original PD Approval Process.~~

3.8.1 Applicability

E. Subdivision classified as exempt under this Article - The following subdivisions of land, as defined in ~~NC §153A-335~~ 160D-802(a) are considered to be exempt from the subdivision regulations of this Ordinance:

3.13 ~~DETERMINATION OF ESTABLISHMENT OF VESTED RIGHT~~

~~5.13.1 Establishment~~

- A. ~~With Site Specific Development Plan~~
- ~~1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the~~

~~approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.~~

- ~~2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: "Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date)."~~

~~5.13.2 Application Requirements~~

~~A. Applications shall include, at a minimum, the following information in addition to the standard information required:~~

- ~~1) Information on the proposed uses of the property that the applicant wishes to vest;~~
- ~~2) The length of time for which vesting is requested;~~
- ~~3) A listing of those provisions of this Ordinance from which vesting is requested;~~
- ~~4) Identification of the portions of the development plan for which vesting is requested;~~
- ~~5) Indication of the impact on the ability of the project to proceed as originally approved if vesting is not granted; and,~~
- ~~6) The proposed timetable for the construction of the phases of the project for which vesting is requested.~~
- ~~7) If the owner considers prior expenditures and economic impact to be relevant to the governing body's determination, then any economic information regarding expenditures shall be accompanied by information regarding benefits or profits realized resulting from phases of the development previously built.~~
- ~~8) Landowners seeking zoning vested rights on plats or other plans that would not normally receive plan approval may apply for vested rights protection through submittal of an application which contains the identical information, fee, and plans required for a complete site plan application and an additional fee for a vested rights public hearing.~~

~~5.13.3 Action by the Administrator~~

~~The Administrator shall review each proposed vested rights certificate in light of the applicable approval criteria and shall distribute the application to the Technical Review Committee. Based on the results of those reviews, the Administrator shall provide a report to the Board of Adjustment for consideration during a regular meeting of the Board. This report shall include a discussion of all plans and policies that have been adopted by the County and are relevant to the application as well as the Technical Review Committee's recommendation. Once the application has been determined complete, the Administrator shall forward a copy of the application with all related materials to the Board of Adjustment for their decision.~~

~~5.13.4 Duration~~

- ~~A. A right which has been vested as provided for in this Section shall remain vested for a period of three years. Modifications or amendments to an approved plan do not extend the period of vesting unless specifically so provided by the Board of Adjustment upon approval of the modification and or amendment.~~
- ~~B. The Board of Adjustment may approve an extension of a zoning vested right for a period of two years resulting in a total vesting period of five years.~~

~~5.13.5 Effect of Zoning Vested Rights~~

- ~~A. Following approval or approval of a development plan, nothing in this Section shall exempt such a plan from subsequent reviews and approvals to ensure compliance with the terms and conditions of the original approval, provided that such reviews and approvals are not inconsistent with the original approval.~~
- ~~B. Nothing in this Section shall prohibit the revocation of the original approval or other remedies for failure to comply with applicable terms and conditions of the approval or with this Ordinance.~~
- ~~C. The establishment of a zoning vested right shall not preclude the application of new laws or regulations as is allowed under NCGS §153A-385.1. In addition, it shall not preclude overlay zoning that imposes additional requirements, but does not affect the allowable type or intensity of use, or Ordinances or regulations that are general in nature and are applicable to all property subject to land use regulation. Otherwise applicable new or amended regulations shall become effective with respect to property that is subject to a site specific development plan upon the expiration or termination of the vested right in accordance with this Section.~~
- ~~D. A vested right obtained under this Section is not a personal right, but shall attach to and run with the subject property. After approval of a site specific development plan, all successors to the original landowner shall be entitled to exercise such right while applicable.~~

~~5.13.6 Termination~~

~~A vested right as provided in this Section shall terminate when any one of the following circumstances applies:~~

- ~~A. At the end of the applicable vesting period with respect to buildings and uses for which no valid building permit applications have been filed;~~
- ~~B. With the written consent of the affected landowner;~~
- ~~C. Upon findings by the Board of Adjustment by Ordinance and after public hearing, that natural or man-made hazards on or in the immediate vicinity of the property, if uncorrected, would pose a serious threat to the public health, safety, and welfare if the project were to proceed as contemplated in the site specific development plan;~~
- ~~D. Upon payment of compensation to the affected owner for all costs, expenses, and other losses incurred by the landowner together with interest;~~
- ~~E. Upon findings by the Board of Adjustment by Ordinance and after public hearing, that the landowner or the landowner's representative intentionally supplied inaccurate information or~~

- ~~made material misrepresentations which made a difference in the approval by the Board of Adjustment of the site specific development plan; or~~
- ~~F. Upon the enactment of a State or Federal law or regulation or local Ordinances enacted in compliance with such laws or regulations that preclude development as contemplated in the site specific development plan.~~
- ~~9) If the owner considers prior expenditures and economic impact to be relevant to the governing body's determination, then any economic information regarding expenditures shall be accompanied by information regarding benefits or profits realized resulting from phases of the development previously built.~~
- ~~10) Landowners seeking zoning vested rights on plats or other plans that would not normally receive plan approval may apply for vested rights protection through submittal of an application which contains the identical information, fee, and plans required for a complete site plan application and an additional fee for a vested rights public hearing.~~

3.13.1. Site-Specific Vesting Plans

A. An approved site-specific vesting plan precludes any zoning action by the County, which would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property as set forth in an approved site-specific vesting plan and in accordance with applicable limitations and exceptions.

B. The development approvals listed below are determined by Pender County to qualify as site-specific vesting plans:

- 1) Conditional Rezoning Sketch Plan
- 2) Master Development Plan
- 3) Major Site Development Plan
- 4) Major Subdivision Preliminary Plat
- 5) Special Use Permit

C. A vested right established pursuant to this ordinance shall run for a period of two (2) years from the effective date of the approval of the underlying development application.

- 1) Multi-phased developments, as defined N.C.G.S. 160D-108, remain vested for a period of seven years from the time a site plan approval is granted for the initial phase of the multi-phased development.

3.13.2 Process for submittal, approval, and amendment of a site-specific vesting plan

A. Each site-specific vesting plan shall include the information required by the Pender County Unified Development Ordinance for the underlying type of development plan.

B. Each site-specific vesting plan shall provide the notice and hearing required for the underlying type of development plan.

C. An approved site-specific vesting plan and its conditions may be amended with the approval of the owner and the local government in the same manner as required for the underlying type of development plan.

D. Upon following the same process as required for the original approval, the decision-making board or official may extend the vesting of a site-specific vesting plan up to one year (with total length of vesting not to exceed three years) upon finding that:

- 1) The permit has not yet expired;
- 2) Conditions have not changed so substantially as to warrant a new application; and
- 3) The extension is warranted in light of all other relevant circumstances—including, but not limited to the size and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions or other considerations.

3.13.3 Limits of site-specific vesting plans

A. Nothing in this ordinance shall prohibit the revocation of the original approval or other remedies for failure to comply with applicable terms and conditions of the approval or the zoning ordinance. The development remains subject to subsequent review and approvals to ensure compliance with the terms and conditions of the original approval as provided for in the original approval or by applicable regulations.

B. The establishment of a vested right pursuant to this ordinance shall not preclude the application of overlay zoning that imposes additional requirements but does not affect the allowable type or intensity of use, or ordinances or regulations that are general in nature and are applicable to all property subject to land use regulation by the County, including, but not limited to, building, fire, plumbing, electrical, and mechanical codes.

C. New and amended zoning regulations that would be applicable to certain property but for the establishment of a vested right shall become effective upon the expiration or termination of the vested rights period provided for in this ordinance.

D. Upon issuance of a building permit, the expiration provisions of G.S. § 160D-1111 and 160D-1115 apply, except that a building permit shall not expire or be revoked because of the running of time while a zoning vested right under this section is outstanding.

E. Any vested rights for a site-specific vesting plan are subject to the exceptions specified at G.S. § 160D - 108.1.

3.15 ADMINISTRATIVE ADJUSTMENT

3.15.1 Site Design Modification

The Administrator is authorized to review and approve administratively a minor modification to an approved Conditional Zoning District, Special Use Permit, Master Development Plan, or other site-specific development approval subject to the following limitations.

A. General Limitations. The minor modification:

- 1) Does not involve a change in uses permitted or the density of overall development permitted;

2) Does not increase the impacts generated by the development on traffic, stormwater runoff, or similar impacts beyond what was projected for the original development approval; and

3) Meets all other ordinance requirements.

B. Site Design. Site design minor modifications are limited adjustments to the terms or design of an approved development plan or plat, including a site plan attached as a condition to a conditional zoning or special use permit. In addition to the general limitations for minor modifications, a site design minor modification must:

1) Comply with underlying zoning standards and other applicable conditions of the approval;

2) Be limited to a minor change such as, without limitation, an adjustment to internal roadway circulation, an adjustment to building location within approved setbacks, or adjustment to utility alignment;

3) In the case of a stormwater pond, not decrease the distance from an exterior project boundary by more than 10% or encroach further into required buffering ;

4) In the case of external connectivity, not alter the location of an entrance by more than 25 linear ft along a property boundary; nor create an additional vehicular entrance except when connecting to an adjacent development which has received approval to stub to the project boundary;

5) In the case of bicycle and pedestrian infrastructure, be shown to not to degrade the bicycle and pedestrian friendliness of the community.

6) In the case of open space, increase open space. Any overall decrease in open space or diminishment of open space unity cannot be permitted by administrative adjustment;

7) In the case of project phasing, provide for ensuring each phase meets minimum requirements.

C. Dimensional Standards. Dimensional standard minor modifications are adjustments to the dimensional standards of the zoning ordinance. Dimensional standards may only be modified upon a finding by the administrator, based on evidence from the permit holder, that the modification is needed to address a site characteristic or technical design consideration not known at the time of initial approval.

In addition to the general limitations for minor modifications, dimensional standard minor modifications are limited to:

1) A downward adjustment to parking requirements up to the greater of 5 spaces or 25 percent.

2) An adjustment to landscape standards which still adheres to the same buffer class (i.e. Buffer A, B, C, or D) as illustrated on the site plan.

3) Appeals and Variances. A decision on minor modification may be appealed to the Board of Adjustment as an administrative determination. An application for a minor modification does not preclude an applicant from seeking a variance from the Board of Adjustment.

D. Site design modifications which do not qualify as a minor modification shall be considered via the review process by which the initial development approval was granted.

3.15.2 Dimensional Standard Modification

A. The Administrator may review and approve an adjustment to setback requirements up to greater of 2 feet or 20% percent of the standard setback when all the following additional criteria are met:

- 1) Granting the administrative adjustment will not have an adverse impact on land use compatibility;
- 2) The circumstances creating the need for the administrative adjustment are not the result of the property owner's own actions;
- 3) Granting the administrative adjustment will not materially and adversely affect adjoining land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks and other land use considerations;
- 4) Granting the administrative adjustment shall be consistent with the purposes and intent of this Ordinance; and
- 5) The strict enforcement of this Ordinance would deprive the owner or applicant of reasonable use of the property that is substantially consistent with the intent of this Ordinance.

B. Final action on an administrative adjustment may be appealed to the Board of Adjustment in accordance with Section 3.16, Appeal of Administrative Decision.

~~3.15.1 Applicability~~

~~The Administrator shall be authorized to approve minor specified deviations as specified in paragraph a. below where, owing to special conditions, strict enforcement of the provisions of this Ordinance would be physically impractical.~~

~~3.15.2 Action by Administrator~~

~~The Administrator shall have the authority to authorize the following administrative adjustments:~~

- ~~A. A reduction of up to twenty percent of the required front, side or rear yard setback for any encroachments into required setback as of July 1, 2010;~~
- ~~B. Any request for deviation from the provisions of this Ordinance not listed above shall be reviewed by the Board of Adjustment as provided in the Section on Variances.~~

~~3.15.3 Administrative Adjustment Criteria~~

~~To approve an administrative adjustment, the Administrator shall make an affirmative finding that all of the following criteria are met:~~

- ~~A. That granting the administrative adjustment will not have an adverse impact on land use compatibility;~~
- ~~B. That the circumstances creating the need for the administrative adjustment are not the result of the property owner's own actions;~~
- ~~C. That granting the administrative adjustment will not materially and adversely affect adjoining land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks and other land use considerations;~~

- D. ~~That granting the administrative adjustment shall be consistent with the purposes and intent of this Ordinance; and~~
- E. ~~That the strict enforcement of this Ordinance would deprive the owner or applicant of reasonable use of the property that is substantially consistent with the intent of this Ordinance.~~

3.15.4 Appeal

~~Final action on an administrative adjustment may be appealed to the Board of Adjustment in accordance with Section 3.16, Appeal of Administrative Decision.~~

3.16.1 Applicability

As specified in N.C.G.S. ~~153A-345(b)~~ 160D-405, an appeal by any person aggrieved by a final order, interpretation or decision of the Administrator or other administrator in regard to the provisions of this Ordinance may be taken to the Board of Adjustment.

3.16.3 Deadline for Submission of Application

An appeal of an administrative decision shall be filed with the Administrator and Board of Adjustment within thirty (30) days of receipt of the decision. ~~If decision is sent by mail, it is presumed to have been received on the third business day after it was sent in the absence of evidence to the contrary.~~

3.18.3 Action by the Planning Board

B. The Planning shall make a recommendation based on the approval criteria, ~~consistent with N.C.G.S. 160D-604(d).~~

3.18.4 Action by County Commissioners

B. The County Commissioners shall make a decision based on the approval criteria, ~~consistent with N.C.G.S. 160D-605(a).~~

4.6.2 Building Structure Width

Building width or frontage shall be measured by the distance along the front plane of any ~~building structure~~ (as determined by the location of an entrance fronting on a street)

4.6.3 Standard Minimum Separation between Buildings Structures

- A. The minimum required separation between ~~buildings structures~~ shall be in accordance with Section 4.14, Zoning District Dimensional Requirements.
 - B. Attached ~~buildings-structures~~ shall comply with all requirements for such structures including, but not limited, to, the provision of full firewalls between each independent structure.
 - C. Any structures separated by less than 5 feet are considered attached.
 - D. Measurement shall be taken from the building line.
-
- A. Residential Performance District (RP) shall meet the following general standards:

- 1) **Buildings Structures** on the periphery of a Residential Performance Development shall be setback no less than twenty (20') feet from the adjoining property line. Additional buffers may be required based on the adjacent land use. See buffer chart in Section 8.2.6.

4.6.7 Density

A. Number of Allowable Dwelling Units (Density)

- 3) 3) The minimum allowable dwelling units for any legal, conforming parcel of land is 1 single family dwelling **unit**, if permitted by the zoning district.

4.15.1 Single Family Dwelling **Unit** – Detached Conventional

4.15.2 Single Family Dwelling **Unit** – Attached Duplex

4.15.3 Single Family Dwelling **Unit** – Detached Zero Lot Line

4.15.4 Single Family Dwelling **Unit** - Attached Townhouse

- A. A single family attached townhouse is a single-family attached dwelling **unit** with one dwelling unit from ground to roof, having individual outside access. Rows of attached dwelling **units** shall not exceed 10 units and shall average no more than eight dwelling **units** per structure.

4.15.5 Single Family Dwelling Unit – Multiple

4.15.6 Upper Story Residential Attached

- A.3)a) If developed as a single **dwelling parcel**, open space shall not be required.

4.15.7 Multifamily Apartments/Condos

- A. Multifamily apartments/condos are buildings where individual dwelling units share a common outside access. They also share a common yard area, which is the sum of the required lot areas of all dwelling units within the building. Multi-Family developments shall contain six or more dwelling **units** in a single structure. Common area shall be shared within the dwelling units for each structure or multiple structures.

5.2.3 Table of Permitted Uses

Use Category Specific Use Type		Residential	Mixed Use	Commercial	Industrial	Special Purpose
		Zoning Districts				

Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
RESIDENTIAL											
SFD: Detached- Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	

5.3.2 Residential Uses

- C. Manufactured Home
- 2) Manufactured homes, at the time of construction, must have been built to the standards of the National Manufactured Housing Construction and Safety Standards Act of 1974 (effective 1976) to ~~constructed prior to July 1, 1976 may not~~ be brought into or relocated in the County. ~~Mobile or manufactured homes which, at the time of construction, were not built to the standards of the National Manufactured Housing Construction and Safety Standards Act of 1974 (effective 1976) are prohibited within the county.~~ However, existing manufactured homes ~~constructed prior to July 1, 1976~~ which do not meet the standards of the National Manufactured Housing Construction and Safety Standards Act of 1974 shall remain permitted as a nonconforming structure.
- E. Accessory Dwelling Unit, Detached - A dwelling unit may be an accessory use in the residential districts in the following circumstances:
- 1) Detached accessory dwelling units shall be clearly subordinate to the principal structure
 - 2) Shall not exceed 33% of the heated floor area of the principal dwelling unit
 - 3) No more than one accessory unit shall be located on the lot.

- 4) Must be located in the rear or side yard and meet rear and side yard setback requirements of a principal structure per applicable zoning district requirements
- F. Emergency/disaster relief housing - In case of fire, flood, hurricane, tornado and the like, and/or where the Chairman of the County Commissioners has declared an emergency or disaster.
- 9) Temporary Housing Units shall also be allowed in the event repair or replacement is being made pursuant to a governmental grant or program. However, any temporary structure shall be removed within thirty (30) days after the issuance of an occupancy permit for the dwelling unit or the installation of the manufactured home.

5.3.3 Accessory Uses and Structures

- D. Agritourism Activities on Active Farms
- 1) All uses shall be in accordance with N.C.G.S. ~~153A-340(b)~~ 160D-903.
- E. Accessory ~~Building Structure~~ Setbacks and Separation Requirements
- 1) Accessory ~~Buildings Structures~~ 50-599 Square Feet In Area:
 - a) Setback of ten (10) feet from all property lines, access easements, and any other structures located on the property.
 - 2) Accessory ~~Buildings Structures~~ 600-1,199 Square Feet In Area:
 - a) Setbacks shall adhere to zoning district requirements and separation must be ten (10) feet from any other structure and access easements located on the property.
 - 3) Accessory ~~Buildings Structures~~ 1,200 Square Feet in Area or Greater:
 - a) Same setback and separation requirements as principal buildings per zoning district regulations

5.3.12 Miscellaneous Uses

- B. Bona fide Farm Purposes
- 1) Bona fide farm purposes must comply with § ~~153A-340(b)(2)~~ 160D-903 of the North Carolina General Statutes.

6.5 FINAL PLAT CONTENTS

- C. ~~4) If and when all required improvements are complete the Defect Guarantee utilizing the form from Appendix D must be provided for all improvements~~

6.6.4 EXPEDITED SUBDIVISION

~~Limitations~~—In accordance with G.S. 160D-802, the County may require only a plat for recordation for the division of a tract or parcel of land in single ownership if all of the following criteria are met: The tract or parcel to be divided is not exempted as a ten (10) acre exemption defined in Section 3.8.1.E. No part of the tract or parcel to be divided has been divided under this subsection in the ten (10) years prior to division.

The entire area of the tract or parcel to be divided is greater than five (5) acres.

~~After division, no more than three lots result from the division.~~

After division, all resultant lots comply with all of the following:

Any lot dimension size requirements of the applicable land-use regulations, if any.
The use of the lots is in conformity with the applicable zoning requirements of this ordinance, and
A permanent means of ingress and egress is recorded for each lot.

7.9 STORMWATER MANAGEMENT

C. Administration

- 1) These regulations are adopted pursuant to the authority vested in the County of Pender by its charter and the General Statutes of North Carolina, particularly Chapter 153A, 160D and Chapter 340.

8.2.4 Prohibited Use of Buffer Area

A buffer area shall not be used for any building, structure, or use, accessory building or use, parking or loading area, storage area, or other principal or accessory uses except as specifically permitted in this Ordinance.

10.5.5 Damage or Destruction

A. 4) The reconstructed building structure may not be more nonconforming with respect to dimensional restrictions such as yard requirements, height limitations or density requirements, and such dimensional nonconformities must be eliminated if that can reasonably be accomplished without unduly burdening the reconstruction process or limiting the right to continue the nonconforming use of such building structure.

13.2 APPLICABILITY

This Ordinance shall be enforceable in accordance with the provisions of G.S.153A-113 and 160D-404. The Administrator may revoke any permit or other authorization granted under this Ordinance for failure to comply with the provisions of this Ordinance or the terms and conditions of the permit or authorization, or for false statements or misrepresentations made in securing the permit or authorization, or if the permit or authorization was mistakenly granted in violation of applicable State or local law. If the Administrator determines an imminent hazard exists, he may summarily revoke this permit.

13.4.10 Remedies and Penalties

A. Permit Revocation

- 1) In accordance with the provisions of Section 12.2 of this Ordinance and the provisions of N.C.G.S. ~~153A-362~~ 160D-403(f) and 160D-1115, the Administrator or Building Inspector may revoke any permit or other authorization granted under this Ordinance for failure to comply with the provisions of this Ordinance or the terms and conditions of a permit or authorization granted under this Ordinance.

Appendix A – Definitions

Words and terms set forth below shall have the meanings ascribed to them. Any word, term(s) or phrase used in this Unified Development Ordinance not defined below shall have the meaning ascribed to such word, term or phrase in the most recent editions of Merriam-Webster's Dictionary, Black's Law

Dictionary or American Planning Association Planner's Advisory Service, Dictionary of Terms unless, in the opinion of the Administrator, established customs or practices in Pender County justify a different or additional meaning. Furthermore, for the purpose of this Unified Development Ordinance, certain words, terms and phrases are herein defined as follows:

- A. Words used in the present tense shall include the future tense.
- B. Words used in the singular number shall include the plural number and the plural singular.
- C. The word "shall" and "will" are mandatory and not discretionary.
- D. The word "may" is permissive.
- E. The word "lot" shall include the words "parcel", "plot" and "tract".
- ~~F. The word "building" and "structures" are synonymous.~~

BASEMENT: Any area of the ~~building structure~~ having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL: A wall that is not part of the structural support of the ~~building structure~~ and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the ~~building structure~~ or the supporting foundation system.

~~**BEDROOM:** A fully enclosed interior room as shown on the building plan for the structure having, as a minimum, a doorway, window and closet.~~

~~**BUILDING:** Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any persons, animals, processes, equipment, goods or materials of any kind. Any structure used or intended for supporting or sheltering any use or occupancy.~~

~~**DWELLING:** A residential structure or portion thereof which is used exclusively for human habitation. A building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.~~

- ~~1. **DWELLING, MULTIFAMILY:** A single structure arranged or designed to be occupied by two or more households, when the fee simple ownership of the underlying land is owned and maintained by an organization other than the occupants. This definition includes but is not limited to condominiums, apartments and single story structures.~~
- ~~2. **DWELLING, SINGLE FAMILY:** A structure, not including manufactured homes, arranged or designed to be occupied by one household.~~
- ~~3. **DWELLING, DETACHED:** A dwelling that is not attached to any other dwelling by any means.~~
- ~~4. **DWELLING, SEMI-DETACHED:** A dwelling attached to one or more dwellings by a common vertical wall, with each dwelling located on a separate lot.~~
- ~~5. **DWELLING, ATTACHED:** A dwelling with two or more single family dwelling units which are generally joined together by an above-grade common party wall extending from the lowest floor to the roof or by a common floor-ceiling. A common floor-ceiling shall be the floor of one unit that is shared with the ceiling of another unit in vertically stacked dwelling units. Townhouse units may be attached by a garage or a connecting permanent architecturally unified structure such as a breezeway, carport, or wall, where structures continue the design, pattern and/or materials of the facade from one dwelling unit to another.~~

~~**DWELLING UNIT:** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.~~

1. **DWELLING UNIT, MULTIFAMILY:** A dwelling unit that is part of a single structure arranged or designed to be occupied by two or more households, when the fee simple ownership of the underlying land is owned and maintained by an organization other than the occupants. This definition includes but is not limited to condominiums, apartments and single story structures.
2. **DWELLING UNIT, SINGLE-FAMILY:** A structure, not including manufactured homes, arranged or designed to be occupied by one household.
3. **DWELLING UNIT, DETACHED:** A dwelling unit that is not attached to any other dwelling by any means.
4. **DWELLING UNIT, SEMI-DETACHED:** A dwelling unit attached to one or more dwelling units by a common vertical wall, with each dwelling unit located on a separate lot.
5. **DWELLING UNIT, ATTACHED:** ~~A dwelling with~~ two or more single-family dwelling units which are generally joined together by an above-grade common party wall extending from the lowest floor to the roof or by a common floor-ceiling. A common floor-ceiling shall be the floor of one unit that is shared with the ceiling of another unit in vertically stacked dwelling units. Townhouse units may be attached by a garage or a connecting permanent architecturally unified structure such as a breezeway, carport, or wall, where structures continue the design, pattern and/or materials of the facade from one dwelling unit to another.

ELEVATED BUILDING STRUCTURE: A non-basement building structure built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, or columns (posts and piers).

GROSS DENSITY: The total number of dwelling units divided by the total gross area within the perimeter boundaries of a development. The "gross density" within a section of a development shall be the number of dwelling units in the section divided by the total area of residential lots, common yard areas, common open space required in the section and right-of-way areas of roads and easements that are interior to the section.

LOWEST ADJACENT GRADE (LAG): The elevation of the ground, sidewalk or patio slab immediately next to the building structure, or deck support, after completion of the building structure.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's structure's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44 CFR 60.3.

SLEEPING UNIT: A room or space in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

START OF CONSTRUCTION: substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of

streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory ~~buildings structures~~, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the ~~building structure~~.

APPENDIX D- TYPICAL FORMS AND SURVEYOR NOTES

DEVELOPMENT AGREEMENTS

As authorized by this Ordinance, Development Agreements must comply with all state regulations in NCGS §~~153A-349.1~~ 160D-1001 et. seq.

MULTIJURISDICTIONAL DEVELOPMENT

A parcel in multiple jurisdictions may allow the development regulations from one jurisdiction to apply upon agreement between the owner and jurisdictions, pursuant to G.S. 160D-203 and G.S. 160A Article 20.

APPENDIX D TYPICAL FORMS AND SURVEYOR NOTES

A. ~~4) A Defects Guarantee for the required improvements has been submitted and approved in accordance with this Ordinance.~~

Certificate of Condition Acceptance

Applications approved by the Planning Board or Board of County Commissioners with conditions must amend their site plans to include this certificate in order for the approval to take effect. Applications

The following are Conditions of Approval for this [development application type] and are hereby accepted. I/we acknowledge that the approval is dependent on these conditions, and failure to honor the conditions shall constitute a violation of this ordinance as well as grounds for permit revocation.

Condition 1:

Condition 2:

Applicant Signature: _____ Date: _____

Applicant Printed Name: _____

Owner Signature: _____ Date: _____

Owner Printed Name: _____

which lack final administrative approval within six (6) months of final board approval are considered withdrawn. Upon written request received prior to this deadline, the Administrator may grant a three (3) month extension when external permitting agencies have resulted in delays.

Release of Guarantee Requirements

A. The Administrator shall release the Performance Guarantee when all requirements of this Ordinance have been met, ~~and~~ construction and installation of all required and proposed improvements have been completed and certified ~~and a Defects Guarantee has been submitted and approved~~. Certification must include the following:

~~DEFECTS GUARANTEE FOR THE BENEFIT OF PENDER COUNTY~~

~~(Example Form)~~

~~THIS DEFECTS GUARANTEE~~, made and granted this _____ day of _____, 20____, by _____, hereinafter referred to as "Subdivider"; and, hereafter referred to as "Guarantor," to PENDER COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as the "County" (The designation Guarantor and County, as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context);

WITNESSETH:

~~WHEREAS~~, the Subdivider has applied to Pender County for approval of a development known as _____; and

~~WHEREAS~~, the Subdivider has submitted a final plat for approval for said development and all improvements required by the Pender County Unified Development Ordinance are complete; and

~~WHEREAS~~, the County, has determined that pursuant to the Pender County Unified Development Ordinance a Defects Guarantee is required as a condition of approval of the development and such Guarantee would benefit the public welfare;

~~THEREFORE THE SUBDIVIDER AND GUARANTOR~~, as a condition of final plat approval, makes the following warranty:

~~1. Purpose of Agreement~~

~~The purpose of this agreement is to provide a guarantee on all improvements required by the Pender County Unified Development Ordinance for _____.~~

~~2. Guaranty~~

- ~~a. Subdivider hereby warrants that all utility taps, ramps, streets, pavement, sidewalks, drainage facilities, water and sewer lines, and/or other improvements, as required by the Pender County Unified Development Ordinance and proposed for the said development as presented and approved with the Preliminary Plat approved on the _____ day of _____, 20____ will be free of defects in design and construction for one (1) year from the date of issue of a signed acceptance of construction by the Pender County Planning Director.~~

- b. ~~In the event the County notifies the Subdivider of a defect within one year from the date of acceptance of construction of all improvements, it is hereby understood and agreed that Subdivider will correct such defect(s) within 30 days of receipt of a written " Notice to Correct Defect" received from the County.~~
- c. ~~The County Shall inspect any attempted repairs as soon as possible upon notification from the Subdivider that repairs have been completed, and shall not unreasonably delay or withhold approval of repairs.~~

2. Remedies

~~It is understood and agreed that in the event the Subdivider fails to correct such defect within 30 days of receipt of written notice by the Subdivider as set forth herein, a violation of the Pender County Unified Development Ordinance will exist on the property and the Subdivider will be subject to Penalties for Violations as prescribed in the Legal Provisions of said Ordinance. In addition, it is understood and agreed that upon the 60th day after the " Notice to Correct Defect" is received by the Subdivider that approval of the development's final plat will terminate and such termination of approval will prohibit any additional sale of lots in the development. The Subdivider further agrees that any sale of a lot after the termination of approval of the plat for the Development will constitute a separate offence under the provisions of said Unified Development Ordinance and that upon any successful verdict from a Court of Competent Jurisdiction, the Subdivider must pay the cost, including reasonable attorney fees, incurred by Pender County in obtaining such verdict. The remedies noted herein shall be in addition to any other remedy the County may have at law, including injunctive relief.~~

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

~~FOR: SUBDIVIDER and/or PERSONAL GUARANTOR **~~

 Print Name _____ Title _____

 Signature _____ Date _____

STATE OF NORTH CAROLINA, COUNTY OF PENDER

I, _____, a Notary Public, certify that _____, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the _____ day of __, 20 _____.

 _____ My Commission Expires: _____

Notary Public

(And For a Corporation)

 Company Name _____

Print Name of Signer _____ Title _____

Signature of Signer _____ Date _____

ATTEST:

Secretary

STATE OF NORTH CAROLINA, COUNTY OF PENDER

I, _____, a Notary Public, certify that _____
personally came before me this day and acknowledged that he is Secretary of _____
a corporation of the State of North Carolina and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its President, sealed with the corporate
seal, and attested by himself as its Secretary. Witness my hand and official seal, this the _____ day of
_____, 20____.

My Commission Expires: _____
Notary Public

**** If Subdivider is a corporation, a personal guarantee must also be provided by owner, developer, or
other individual.**

**PRIVATE STREET STANDARDS, PENDER COUNTY—"Private Streets shall meet all construction and design
standards as required for Secondary Roads for acceptance by NCDOT."**

As Adopted By The Pender County Board Of Commissioners 3-15-04.

FLOOD DAMAGE PREVENTION ORDINANCE

Pender County, NC



ADOPTED December 2, 2019

EFFECTIVE June 28, 1977

PURPOSE AND OBJECTIVES

1.1 Statutory Authorization

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; ~~Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121,~~ Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the ~~responsibility authority~~ to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Board of Commissioners of Pender County, North Carolina, does ordain as follows:

1.2 Findings of Fact

- A. The flood prone areas within the jurisdiction of the Pender County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

1.3 Statement of Purpose

It is the purpose of this Ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- A. Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- D. Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- E. Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or which may increase flood hazards to other lands.

1.4 Objectives

- A. To protect human life, safety, and health;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business losses and interruptions;
- E. To minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- F. To help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- G. To ensure that potential buyers are aware that property is in a Special Flood Hazard Area

APPLICATION FOR TEXT AMENDMENT

THIS SECTION FOR OFFICE USE			
Application No.	ZTA 2021-13	Date	4/1/2021
Application Fee	\$ N/A	Receipt No.	N/A
Pre-Application Conference	N/A	Hearing Date	PB: 4/13/21 BOC: 5/17/21
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County		
Applicant's Address:	805 S Walker St		
City, State, & Zip	Burgaw, NC 28425		
Phone Number:	910-259-1202		
Email Address:	thenley@pendercounty.nc.gov		
SECTION 2: UDO TEXT TO BE AMENDED			
Current Text to be Amended (Please site accurate Article number referenced):			
Throughout → See Attachment			
Proposed Text to be added: Refinements related to changes in North Carolina General Statute			
SECTION 3: SIGNATURE			
Applicant's Signature			Date: 4/1/21
NOTICE TO APPLICANT			
If the applicant makes significant changes to the application for a text amendment after the Planning Board has made its recommendation, the Administrator may refer the modified request back to the Planning Board for an additional public hearing.			
TEXT AMENDMENT CHECKLIST			
☒	Signed application form		
☒	Application fee		
☒	A letter describing, in detail the intent and purpose of the amendment presented, meeting the approval criteria set forth in Section 3.18.5 of the Pender County UDO (shown on page 1 of this application)		
Office Use Only			
☐ ZTA Fees: \$250		Total Fee Calculation: N/A	
Payment Method:	Cash : ☐ \$ _____	Credit Card: ☐ Master Card ☐ Visa	Check: ☐ Check # _____
Application Received By:			Date: 4/1/21
Application completeness approved by:			Date: 4/1/21
Dates Scheduled for Public Hearings:	☒ Planning Board: 4/13/21	☒ BOC: 5/17/21	