



Pender County

Agenda

Board of County Commissioners Meeting
Tuesday, April 6, 2021 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	PUBLIC INFORMATION		
5.1.	Recognition of Melissa Long, Clerk to the Board, for her dedicated service to Pender County. MELISSA LONG RECOGNITION 04062021	McEwen	3
5.2.	Update and Discussion on the Outreach Programs by the Mt. Calvary Center for Leadership Development. Mt. Calvary Center for Leadership Development Update 04062021	Tate	5
5.3.	Update on Airport Activities. AIRPORT UPDATE 04062021	King	7 - 19
5.4.	Quarterly Report on the Pender ABC System Involving Financial Information and Other Progress. ABC Report 04062021	Crawford	21 - 34
5.5.	Update on Pender County Courthouse Remediation and Repairs. Courthouse Update 04062021	Vann	35
6.	PUBLIC COMMENT In order to follow the CDC's guidelines for social distancing, those wishing to participate in Public Comment are encouraged to email their comments to cmo@pendercountync.gov . Comments received by 12 p.m. on April 6, 2021 will be distributed and placed in the record.		
7.	CONSENT AGENDA		
7.1.	Approval of Minutes: 2021 Retreat: March 4-5, 2021 and Regular Meeting: March 15, 2021. MINUTES - MARCH 15 & 2021 RETREAT	Long	37 - 104
7.2.	Proclamation of Pender County Designating April 2021 as North Carolina 811 Safe Digging Month. NC 811 Safe Digging Proclamation 04062021	Long	105 - 106
7.3.	Approval of Tax Releases and Refunds March 2021 Releases and Refunds	Pound	107 - 110
7.4.	Approve Change Order for Kiwanis Park Well Driveway for the Hampstead/Scotts Hill Well Project, Budget Amendment, and Associated Purchase Order.	Keel	111 - 138

[ChangeOrder KiwanisWellDW BudAmend PO](#)

7.5.	Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of \$118,105.41. Microsoft License Renewal 04062021	Harvey	139 - 147
7.6.	Approval for Budget Amendment to move funds from State Seizure Revenue in the amount of \$15,000. BOA - Transfer of funds in State Seizure account	Cutler	149 - 150
8.	APPROVALS AND RESOLUTIONS		
8.1.	Approval for Budget Amendment and Purchase Order for Motorola in the Amount of \$381,236.8 for 911 Consoles and 911 Radios. E911 console upgrade 04062021	Cutler	151 - 166
8.2.	Approval for Budget Amendment and Purchase Order for Fairway Ford to purchase 8 vehicles in the amount of \$400,013.76. Fairway Ford - New Explorers	Cutler	167 - 170
8.3.	Approval to add Schedule 002 to the Master Technology Lease Agreement with Winthrop Resources Corporation in the Amount of \$641,474 for the Lease of additional ITS Equipment for 36 months and a PO in the amount of \$107,006. Winthrop PO 04062021	Harvey	171 - 243
8.4.	Consideration of the sale of Surplus Property. Surplus Property 04062021	Long	245 - 249
9.	APPOINTMENTS		
9.1.	Approval of an Appointment to the Pender Memorial Hospital Board. HOSPITAL BOARD APPOINTMENTS 04062021	Long	251 - 253
10.	ROCKY POINT WATER AND SEWER DISTRICT		
10.1.	Approve State Loan and Grant Funding Resolution for Reverse Osmosis Water Plant Project. RPTWSD ResolutionForROPlantFunding	Keel	255 - 257
11.	PENDER COUNTY BOARD OF HEALTH		
12.	SOCIAL SERVICES BOARD		
13.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS		
14.	CLOSED SESSION (IF APPLICABLE).		
14.1.	CLOSED SESSION MOTION		259
15.	ADJOURNMENT		



Pender County Public Information

TO: Board of County Commissioners

FROM: Chad McEwen

DATE: April 6, 2021

SUBJECT: Recognition of Melissa Long, Clerk to the Board, for her dedicated service to Pender County.

SUMMARY:

Melissa Long was hired as Utilities Clerk in October 2010. She was appointed as Deputy Clerk to the Board in December 2014, then Clerk to the Board in July 2015. As this will be her last meeting, the Board and County Manager would like to formally recognize her and thank her for his service to Pender County.



Pender County Public Information

TO: Board of County Commissioners

FROM: Dr. Jimmy Tate

DATE: April 6, 2021

SUBJECT: Update and Discussion on the Outreach Programs by the Mt. Calvary Center for Leadership Development.

SUMMARY:

Dr. Tate will be present to discuss the outreach programs that the Mt. Calvary Center for Leadership Development provides. Dr. Tate will also give an update on their COVID-19 outreach programs. For more information on the Mt. Calvary Center for Leadership Development, please visit their [website](#).



Pender County Public Information

TO: Board of County Commissioners
FROM: Gage King
DATE: April 6, 2021
SUBJECT: Update on Airport Activities.

SUMMARY:

Mr. King has requested to give the Board an update on airport activities. The presentation is attached for review.

Henderson Field Airport Wallace North Carolina Pender County

Pender County Commissioners Meeting
April 6th, 2021

ACZ



Henderson Field Airport today...



Page 3 of 13



HENDERSON FIELD AIRPORT ECONOMIC CONTRIBUTION

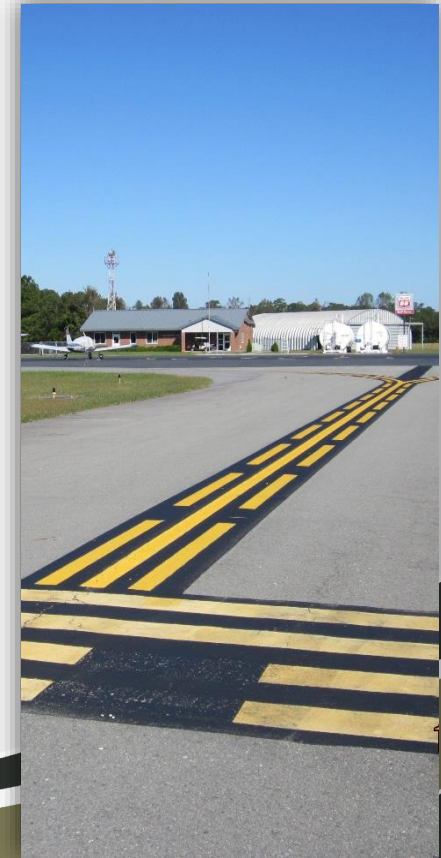
Page 4013

2019:

Total Annual Output in Dollars = \$5,260,000

Total Output in Employment = 30 jobs

Total State and Local Taxes = \$227,000



Source:

NCDOT Division of Aviation Economic Contribution of Airports in North Carolina.

CURRENT PROJECTS

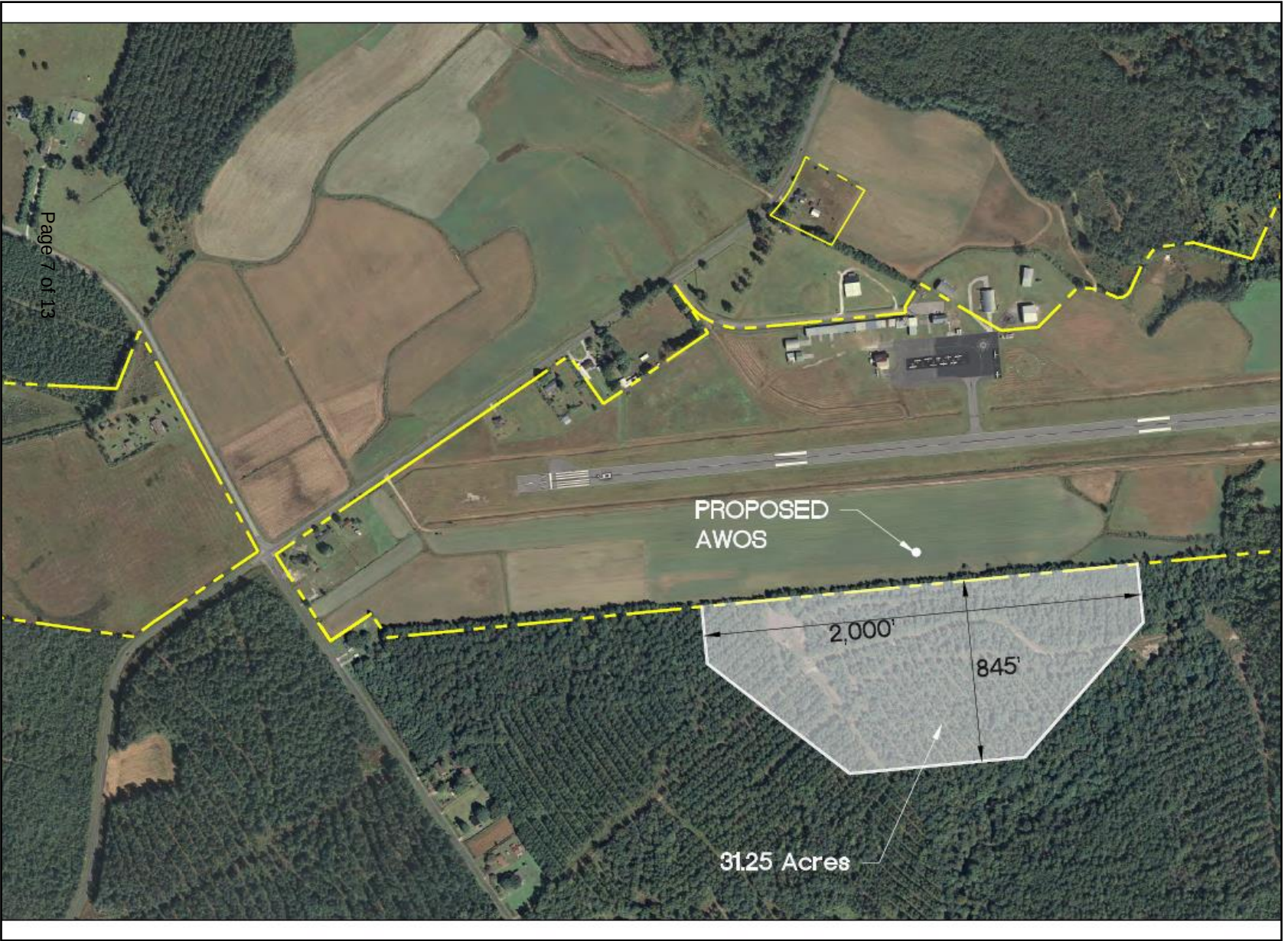
Page 5 of 13

- Automated Weather Observation Station (AWOS)
 - Land Clearing
- Airport Expansion
 - Land Acquisition Phase 1
 - Preliminary Road Design

UPCOMING PROJECTS

Page 6 of 13

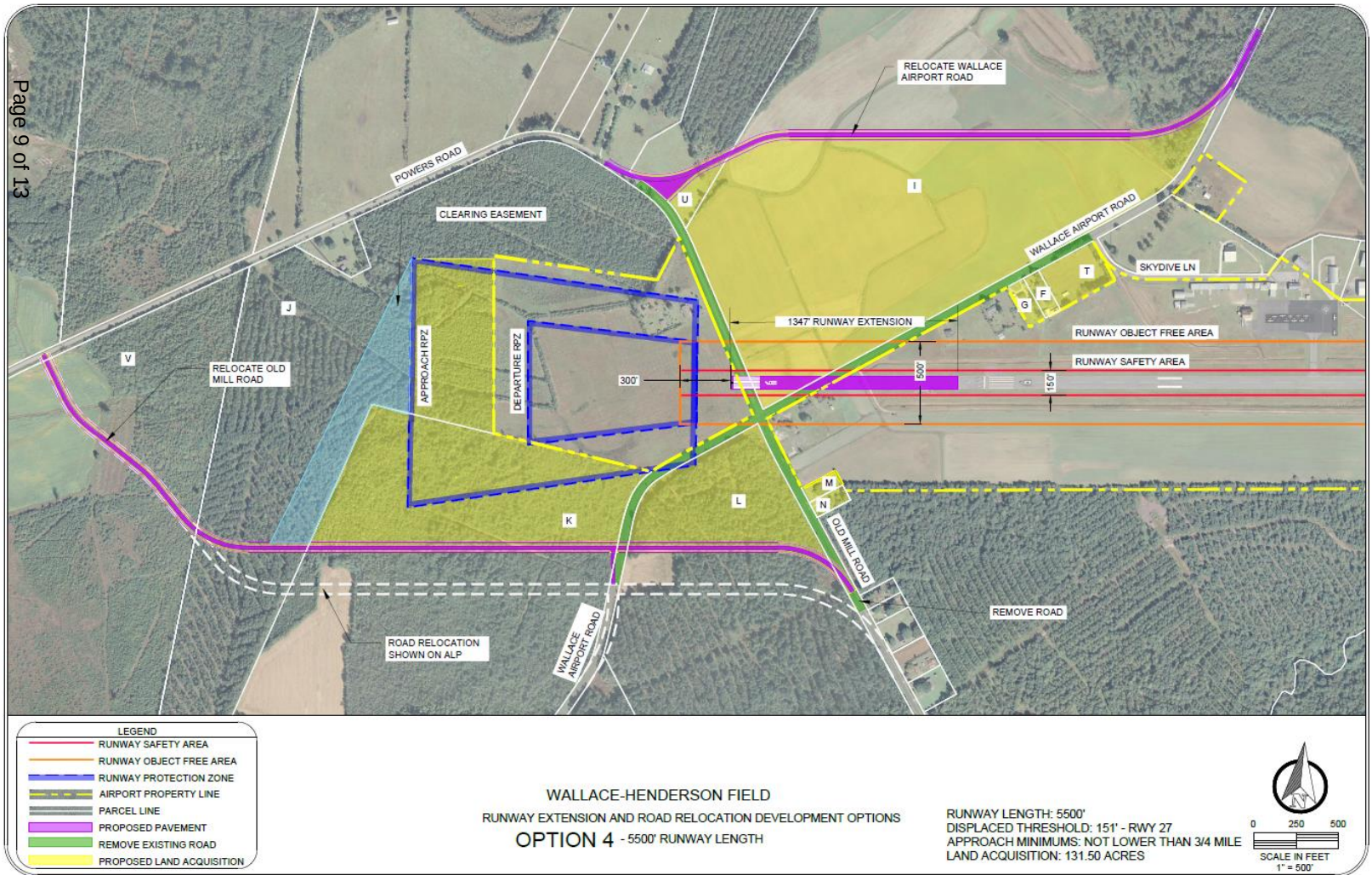
- Automated Weather Observation Station (AWOS)
 - Site Preparation
 - Equipment Installation
- Airport Expansion
 - Land Acquisition Phase 2
 - Road Design
- Runway Overlay Design





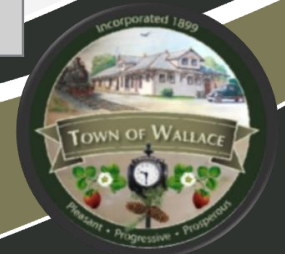
Henderson Field Airport expansion...

Page 9 of 13



FUTURE PROJECTS

Project	Est. Cost	Funded/Not Funded	Possible Funding Source
Apron Expansion	\$2,120,000	Funded	STIP
Runway Rehab Design	\$125,000	Likely Funded	DOA
Parallel Taxiway Phase 1	\$2,600,000	Not Funded	DOA/STIP/FAA
Parallel Taxiway Phase 2	\$2,600,000	Not Funded	DOA/STIP/FAA
Runway Light Rehabilitation	\$600,000	Not Funded	DOA/STIP/FAA



NON-PRIMARY ENTITLEMENT BREAKDOWN

Year	Funding	Local Match
2019	\$51,125	\$5,112.50
2020	\$333,333	0.00
2021	Deferred	Deferred



PENDER COUNTY CONTRIBUTION

Page 12 of 13

Pender County Annual Contribution Request: **\$50,000**

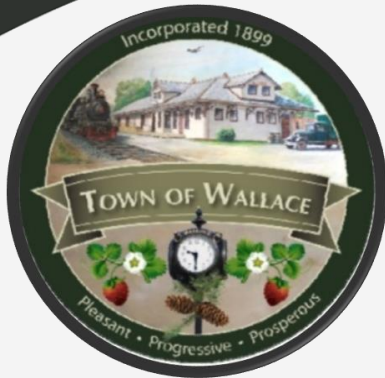
5% of Runway Rehabilitation (By 2023): \$147,500

5% of Additional Projects: \$290,000

Total: \$437,500

Project	10% Local Match
Runway Rehab Design	\$15,000
Parallel Taxiway Phase 1	\$260,000
Parallel Taxiway Phase 2	\$260,000
Runway Rehabilitation	\$280,000
Runway Light Rehabilitation	\$60,000





CONTACT INFORMATION

GAGE KING

AIRPORT MANAGER

Tel. 910.285.6642
gking@wallacenc.gov



Pender County Public Information

TO: Board of County Commissioners

FROM: Susan Crawford

DATE: April 6, 2021

SUBJECT: Quarterly Report on the Pender ABC System Involving Financial Information and Other Progress.

SUMMARY:

Ms. Crawford has requested to come before the Board to provide an update on the activities of the liquor stores in Pender County. The update will include financial highlights, other progress, and future plans. This report will be for October through December 2020.

PENDER COUNTY
BOARD OF ALCOHOLIC CONTROL

(A component unit of Pender County)

December 31, 2020

QUARTERLY FINANCIAL REPORT

Harms, Rode & Company, LLP
Certified Public Accountants
5917 Oleander Drive, Suite 204
Wilmington, NC 28403

PENDER COUNTY BOARD OF ALCOHOLIC CONTROL

Burgaw, North Carolina

December 31, 2020

MEMBERS OF THE BOARD

**Susan Robbins, Chairperson
Willard, NC**

**Diane Chadwick, Vice Chairperson
Burgaw, NC**

**Carol Peay
Rocky Point, NC**

**Judy Smith
Hampstead, NC**

**Joseph Cina
Hampstead, NC**

GENERAL MANAGER

Susan Crawford

PENDER COUNTY BOARD OF ALCOHOLIC CONTROL

CONTENTS

	<u>Page</u>
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT	3
EXHIBIT A – Statement of Net Position December 31, 2020	4
EXHIBIT B – Statement of Distributions Payable and Net Position December 31, 2020	5
EXHIBIT C – Statement of Income and Expenses December 31, 2020	6
EXHIBIT D – Statement of Income and Expenses – Six Months Ended December 31, 2020	7

Harms, Rode & Company, LLP

CERTIFIED PUBLIC ACCOUNTANTS

5917 Oleander Drive, Suite 204
Wilmington, North Carolina 28403
hrcllp.com

Sharon D. Harms, CPA
sharms@hrcllp.com

Thomas J. Rode, CPA
trode@hrcllp.com

Telephone (910) 784-9015
Facsimile: (910) 784-9025

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Pender County
Board of Alcoholic Control
Burgaw, North Carolina

Members of the Board:

The Board is responsible for the accompanying financial statements which comprise the statement of net position of the Pender County Board of Alcoholic Control, a component unit of Pender County, as of December 31, 2020 and the related statement of distributions payable and net position for the three months then ended and the statement of income and expenses for the three months and six months then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statement on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

A statement of cash flows for the quarter ended December 31, 2020, has not been presented. Accounting principles generally accepted in the United States of America require that such a statement be presented when financial statements purport to present financial position and results of operation.

The Board has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Board's financial position, results of operations, and cash flows. Accordingly, these statements are not designed for those who are not informed about such matters.

Harms, Rode & Company, LLP

Harms, Rode & Company, LLP
Certified Public Accountants
Wilmington, North Carolina
February 8, 2021

PENDER COUNTY BOARD OF ALCOHOLIC CONTROL
(A component unit of Pender County)
STATEMENT OF NET POSITION
As of December 31, 2020

ASSETS

Current Assets

Change funds	\$ 800.00
Checking accounts:	
First Citizens Bank & Trust Company	543,381.42
Certificate of deposit:	
First Citizens Bank & Trust Company	58,819.63
Savings Account:	
First Citizens Bank & Trust Company	243,048.94
Claims receivable - distillers	386.44
Inventory in retail outlets	655,533.60
Inventory in central warehouse	305,347.35
Unexpired insurance and bond premiums	10,599.46
Prepaid expenses	<u>10,031.83</u>

Total Current Assets	<u>1,827,948.67</u>
----------------------	---------------------

Non-Current Assets

Property and Equipment

Land	54,305.00
Building and paving	30,459.96
Building addition	96,564.15
Roof replacement	29,694.90
Equipment	264,832.36
Vehicle	<u>51,267.35</u>
	527,123.72
Less: Accumulated depreciation	<u>314,529.39</u>

Total Net Amount	<u>212,594.33</u>
------------------	-------------------

<u>Total Assets</u>	<u>\$ 2,040,543.00</u>
----------------------------	-------------------------------

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflow of pension plan resources	<u>100,515.00</u>
--	-------------------

<u>Total Deferred Outflows of Resources</u>	<u>100,515.00</u>
--	--------------------------

EXHIBIT A

LIABILITIES**Current Liabilities**

Accounts payable - distillers	\$ 465,476.53
Accounts payable - miscellaneous	813.06
Accrued salaries	5,761.20
Accrued vacation pay	28,687.07
N. C. excise tax payable	222,140.00
Alcoholic rehabilitation tax payable	2,561.04
Mixed beverage surcharge (NCDR)	3,625.00
Mixed beverage surcharge (NCDHR)	362.50
Sales tax payable	40,401.23
Distributions payable	<u>248,508.91</u>

Total Current Liabilities	<u>1,018,336.54</u>
---------------------------	---------------------

Non-Current Liabilities

Net pension liability	<u>147,743.00</u>
-----------------------	-------------------

Total Non-Current Liabilities	<u>147,743.00</u>
-------------------------------	-------------------

<u>Total Liabilities</u>	1,166,079.54
---------------------------------	---------------------

DEFERRED INFLOWS OF RESOURCES**NET POSITION**

Invested in capital assets	212,594.33
Restricted for working capital	<u>762,384.13</u>

<u>Total Net Position</u>	<u>974,978.46</u>
----------------------------------	--------------------------

Total Liabilities and Net Position	<u>\$ 2,141,058.00</u>
---	-------------------------------

PENDER COUNTY BOARD OF ALCOHOLIC CONTROL
(A component unit of Pender County)
STATEMENT OF DISTRIBUTIONS PAYABLE AND NET POSITION
December 31, 2020

Distribution Payable for Law Enforcement	
Balance, September 30, 2020	\$ 11,124.83
Add: Amount credited for quarter	9,204.66
Deduct: Distribution during quarter	<u>11,124.83</u>
	<u>9,204.66</u>
Distribution Payable for Rehabilitation and Education	
Balance, September 30, 2020	11,124.83
Add: Amount credited for quarter	9,204.66
Deduct: Distribution during quarter	<u>11,124.83</u>
	<u>9,204.66</u>
Distribution Payable for Mosquito Control	
Balance, September 30, 2020	11,124.83
Add: Amount credited for quarter	9,204.66
Deduct: Distribution during quarter	<u>11,124.83</u>
	<u>9,204.66</u>
Distribution Payable for General Fund of Pender County	
Balance, September 30, 2020	167,482.86
Add: Amount credited for quarter	143,581.71
Deduct: Distribution during quarter	<u>167,482.86</u>
	<u>143,581.71</u>
Distribution Payable for Municipality of Burgaw	
Balance, September 30, 2020	25,251.26
Add: Amount credited for quarter	21,647.70
Deduct: Distribution during quarter	<u>25,251.26</u>
	<u>21,647.70</u>
Distribution Payable for Municipality of Surf City	
Balance, September 30, 2020	37,876.89
Add: Amount credited for quarter	32,471.55
Deduct: Distribution during quarter	<u>37,876.89</u>
	<u>32,471.55</u>
Distribution Payable for Municipality of Atkinson	
Balance, September 30, 2020	6,499.02
Add: Amount credited for quarter	5,571.56
Deduct: Distribution during quarter	<u>6,499.02</u>
	<u>5,571.56</u>
Distribution Payable for Municipality of St. Helena	
Balance, September 30, 2020	8,442.83
Add: Amount credited for quarter	7,237.98
Deduct: Distribution during quarter	<u>8,442.83</u>
	<u>7,237.98</u>
Distribution Payable for Municipality of Topsail Beach	
Balance, September 30, 2020	7,988.85
Add: Amount credited for quarter	6,848.78
Deduct: Distribution during quarter	<u>7,988.85</u>
	<u>6,848.78</u>

See Accountants' Report

PENDER COUNTY BOARD OF ALCOHOLIC CONTROL
(A component unit of Pender County)
STATEMENT OF DISTRIBUTIONS PAYABLE AND NET POSITION
December 31, 2020

Distribution Payable for Municipality of Watha

Balance, September 30, 2020	4,124.22
Add: Amount credited for quarter	3,535.65
Deduct: Distribution during quarter	<u>4,124.22</u>
	<u>3,535.65</u>

TOTAL DISTRIBUTIONS PAYABLE \$ 248,508.91

Net Position

Balance, September 30, 2020	\$ 964,773.96
Add: Amount credited for quarter	<u>10,204.50</u>

TOTAL NET POSITION \$ 974,978.46

PENDER COUNTY BOARD OF ALCOHOLIC CONTROL
(A component unit of Pender County)
Statement of Income and Expenses
For the Three Months Ended December 31, 2020

	TOTAL	ADMINISTRATIVE	BURGAU	SURF CITY
REVENUES				
Sales	\$ 2,644,005.29	\$ ---	\$ 440,713.74	\$ 762,913.47
Less: NC excise tax	581,290.00	---	97,899.00	169,720.00
Mixed beverage surcharge (NCDR)	14,136.00	---	---	---
Mixed beverage surcharge (NCDHR)	1,413.56	---	---	---
Rehabilitation tax	6,805.78	---	1,411.99	1,789.57
Net sales	2,040,359.95	---	341,402.75	591,403.90
COST OF SALES				
Beginning inventory, 9-30-20	663,269.45	---	123,669.82	234,251.58
Purchases	1,386,524.70	---	237,131.31	385,248.52
	2,049,794.15	---	360,801.13	619,500.10
Less: Inventory, 12-31-20	655,533.60	---	125,827.29	212,998.62
Cost of sales	1,394,260.55	---	234,973.84	406,501.48
GROSS PROFIT ON SALES	646,099.40	---	106,428.91	184,902.42
EXPENSES				
Salaries and wages	160,022.95	73,294.73	17,788.92	30,137.75
Payroll taxes	13,108.42	5,994.94	1,459.20	2,455.73
Retirement fund	13,629.11	4,458.51	1,673.87	3,310.10
Pension expense	---	---	---	---
Group hospital insurance	72,247.08	13,643.49	9,057.30	24,710.79
Rent	21,959.97	---	---	10,500.00
Depreciation	7,619.47	1,154.07	1,129.97	2,200.08
Repairs & maint. - bldg.	1,415.00	707.50	707.50	---
Repairs & maint. - eqpt.	7,195.47	1,337.19	1,140.54	1,828.22
Utilities	4,955.21	425.84	583.62	2,034.90
Telephone	2,269.04	534.34	214.96	619.89
Ins. & bond premium	32,854.04	32,854.04	---	---
Supplies	3,865.39	---	992.11	1,125.04
Travel	872.71	446.83	---	216.95
Licenses and other taxes	---	---	---	---
Office supplies & printing	5,296.59	5,296.59	---	---
Janitor service	618.00	---	103.50	131.25
Lawn maintenance	250.00	---	90.00	---
Penalties	---	---	---	---
Postage	504.40	504.40	---	---
Accounting & audit	2,600.00	2,600.00	---	---
Legal expense	2,806.25	2,806.25	---	---
Dues & subscriptions	---	---	---	---
Security	755.09	257.04	70.24	146.87
Vehicle expense	563.98	118.42	---	180.48
Bank card processing fees	32,009.36	---	4,016.37	13,509.82
Total expenses	387,417.53	146,434.18	39,028.10	93,107.87
Net Income (Loss) Before Allocation of General Expenses	258,681.87	(146,434.18)	67,400.81	91,794.55
Allocation of General Expenses	0.00	146,434.18	(26,109.21)	(45,189.59)
Net Income (Loss) from Operations	258,681.87	---	41,291.60	46,604.96
OTHER INCOME				
Interest earned	31.54	---	5.62	9.74
Gain on disposal of assets	---	---	---	---
Total Other Income	31.54	---	5.62	9.74
NET INCOME (LOSS)	\$ 258,713.41	\$ ---	\$ 41,297.22	\$ 46,614.70

EXHIBIT C

HAMPSTEAD	ROCKY POINT	MIXED BEVERAGE
\$ 908,456.53	\$ 360,277.34	\$ 171,644.21
201,980.00	80,046.00	31,645.00
---	---	14,136.00
---	---	1,413.56
2,198.40	1,044.77	361.05
704,278.13	279,186.57	124,088.60
187,948.22	117,399.83	---
494,721.84	193,035.73	76,387.30
682,670.06	310,435.56	76,387.30
198,358.87	118,348.82	---
484,311.19	192,086.74	76,387.30
219,966.94	87,099.83	47,701.30
23,173.34	15,628.21	---
1,999.17	1,199.38	---
2,570.53	1,616.10	---
---	---	---
15,784.98	9,050.52	---
7,259.97	4,200.00	---
2,038.20	1,097.15	---
---	---	---
2,044.63	844.89	---
856.97	1,053.88	---
419.91	479.94	---
---	---	---
1,169.99	578.25	---
176.16	32.77	---
---	---	---
---	---	---
175.50	207.75	---
160.00	---	---
---	---	---
---	---	---
---	---	---
---	---	---
140.47	140.47	---
197.40	67.68	---
10,870.10	3,613.07	---
69,037.32	39,810.06	---
150,929.62	47,289.77	47,701.30
(53,799.92)	(21,335.46)	---
97,129.70	25,954.31	47,701.30
11.59	4.59	---
---	---	---
11.59	4.59	---
\$ 97,141.29	\$ 25,958.90	\$ 47,701.30

PENDER COUNTY BOARD OF ALCOHOLIC CONTROL
(A component unit of Pender County)
Statement of Income and Expenses
For the Six Months Ended December 31, 2020

	TOTAL	ADMINISTRATIVE	BURGAW	SURF CITY
REVENUES				
Sales	\$ 5,472,235.46	\$ ---	\$ 795,035.25	\$ 1,863,321.55
Less: NC excise tax	1,199,593.00	---	176,431.00	414,501.00
Mixed beverage surcharge (NCDR)	36,642.00	---	---	---
Mixed beverage surcharge (NCDHR)	3,664.12	---	---	---
Rehabilitation tax	13,987.96	---	2,584.17	4,325.51
Net sales	4,218,348.38	---	616,020.08	1,444,495.04
COST OF SALES				
Beginning inventory, 6-30-20	722,758.16	---	131,545.22	259,885.40
Purchases	2,813,620.06	---	418,507.52	947,369.03
	3,536,378.22	---	550,052.74	1,207,254.43
Less: Inventory, 12-31-20	655,533.60	---	125,827.29	212,998.62
Cost of sales	2,880,844.62	---	424,225.45	994,255.81
GROSS PROFIT ON SALES	1,337,503.76	---	191,794.63	450,239.23
EXPENSES				
Salaries and wages	329,237.80	142,899.53	36,949.14	66,396.70
Payroll taxes	26,257.26	11,595.37	2,868.00	5,242.79
Retirement fund	27,585.04	8,898.96	3,308.49	7,043.64
Pension expense	---	---	---	---
Group hospital insurance	144,529.76	27,222.02	18,100.60	49,494.84
Rent	43,708.47	---	---	21,000.00
Depreciation	15,238.93	2,308.16	2,259.93	4,400.14
Repairs & maint. - bldg.	2,199.88	745.00	745.00	---
Repairs & maint. - eqpt.	12,269.48	2,701.99	1,746.77	2,869.08
Utilities	11,138.92	1,103.42	1,261.26	4,334.69
Telephone	4,628.49	1,221.59	537.40	1,099.80
Ins. & bond premium	41,921.00	40,662.34	---	1,258.66
Supplies	9,115.98	---	1,872.06	2,713.16
Travel	1,600.85	776.35	---	443.93
Licenses and other taxes	---	---	---	---
Office supplies & printing	10,959.67	10,959.67	---	---
Janitor service	3,203.20	98.00	483.00	612.50
Lawn maintenance	875.00	---	315.00	---
Penalties	---	---	---	---
Postage	1,678.20	1,678.20	---	---
Accounting & audit	13,700.00	13,700.00	---	---
Legal expense	4,306.25	4,306.25	---	---
Dues & subscriptions	988.00	988.00	---	---
Security	1,323.37	327.27	140.48	293.74
Vehicle expense	1,269.60	266.62	---	406.27
Bank Card Processing Fees	69,304.24	---	7,876.83	32,055.12
Total expenses	777,039.39	272,458.74	78,463.96	199,665.06
Net Income (Loss) Before Allocation of General Expenses	560,464.37	(272,458.74)	113,330.67	250,574.17
Allocation of General Expenses	0.00	272,458.74	(44,395.38)	(98,964.26)
Net Income (Loss) from Operations	560,464.37	---	68,935.29	151,609.91
OTHER INCOME				
Interest earned	63.96	---	10.10	23.64
Gain on disposal of assets	---	---	---	---
Total Other Income	63.96	---	10.10	23.64
NET INCOME (LOSS)	\$ 560,528.33	\$ ---	\$ 68,945.39	\$ 151,633.55

See Accountants' Report

EXHIBIT D

HAMPSTEAD	ROCKY POINT	MIXED BEVERAGE
\$ 1,728,277.73	\$ 651,999.96	\$ 433,600.97
384,190.00	144,829.00	79,642.00
---	---	36642.00
---	---	3,664.12
4,210.71	1,933.12	934.45
1,339,877.02	505,237.84	312,718.40
209,362.38	121,965.16	---
911,193.83	344,286.44	192,263.24
1,120,556.21	466,251.60	192,263.24
198,358.87	118,348.82	---
922,197.34	347,902.78	192,263.24
417,679.68	157,335.06	120,455.16
51,216.55	31,775.88	---
4,113.48	2,437.62	---
5,140.83	3,193.12	---
---	---	---
31,625.26	18,087.04	---
14,308.47	8,400.00	---
4,076.40	2,194.30	---
---	709.88	---
3,391.95	1,559.69	---
2,005.09	2,434.46	---
839.82	929.88	---
---	---	---
3,190.47	1,340.29	---
299.40	81.17	---
---	---	---
---	---	---
1,040.20	969.50	---
560.00	---	---
---	---	---
---	---	---
---	---	---
---	---	---
280.94	280.94	---
444.36	152.35	---
22,473.45	6,898.84	---
145,006.67	81,444.96	---
272,673.01	75,890.10	120,455.16
(93,018.76)	(36,080.34)	---
179,654.25	39,809.76	120,455.16
21.95	8.27	---
---	---	---
21.95	8.27	---
\$ 179,676.20	\$ 39,818.03	\$ 120,455.16

(7)

Pender County ABC - Financial Distribution Report

We appreciate you shopping at Pender County ABC. In an effort to keep the public informed, we are posting our latest quarter financial results. These amounts that are payable for distribution are based on the profits from liquor sales in this county. Please know that it is our pleasure to serve you, and our pleasure to serve the citizens of Pender County. Remember, when you shop here, profits go back into your community.

Quarter: October – December 2020

The following amounts were paid out locally on: February 18, 2021

General Fund of Pender County: \$143,581.71
Mosquito Control: \$9,204.66
Pender County Sheriff's Office: \$9,204.66
Alcohol Rehabilitation and Education: \$9,204.66
Town of Burgaw: \$21,647.70
Town of Surf City: \$32,471.55
Town of Atkinson: \$5,571.56
Town of Topsail Beach: \$6,848.78
Town of Watha: \$3,535.65
Village of St. Helena: \$7,237.98

The following amounts were paid to the State of NC during this quarter:

N.C. Excise Tax: \$581,290.00
N.C. Mixed Beverage Surcharge (NC DOR): \$14,136.00
N.C. Mixed Beverage Surcharge (NC DHHS): \$1,413.56
N.C. Rehabilitation Tax (NC DHHS): \$6,805.78
N.C. Sales Tax: \$185,080.37

Susan Robbins, Chairman

Judy Smith, Board Member

Diane Chadwick, Board Member

Joe Cina, Board Member

Carol Peay, Board Member

Susan Crawford, General Manager



Pender County Public Information

TO: Board of County Commissioners
FROM: Allen Vann
DATE: April 6, 2021
SUBJECT: Update on Pender County Courthouse Remediation and Repairs.

SUMMARY:

An informational update will be provided to the Board in reference to the scope of work and status of repairs of the Pender County Courthouse as a result of Hurricane Florence damages.



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Melissa Long

DATE: April 6, 2021

SUBJECT: Approval of Minutes: 2021 Retreat: March 4-5, 2021 and Regular Meeting: March 15, 2021.

SUMMARY:

The minutes for the 2021 BOCC Retreat and the Regular Meeting on March 15, 2021 are attached for review and approval.

ACTION REQUESTED:

To review and approve the attached minutes.



MINUTES
Board of County Commissioners Meeting
Monday, March 15, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

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

MEMBERS ABSENT:

OTHERS PRESENT:

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

Page

1 CALL TO ORDER

Chairman Brown called the meeting to order at 4:01 p.m. and thanked and welcomed all to the meeting.

2 INVOCATION

Commissioner Williams offered the invocation.

3 PLEDGE OF ALLEGIANCE

Commissioner McCoy led the Pledge of Allegiance.

Chairman Brown recognized veterans and first responders who were in attendance and thanked them for their service. Chairman Brown also recognized Sheriff Alan Cutler and Sharon Willoughby, Register of Deeds.

4 ADOPTION OF AGENDA

Moved by David Williams, seconded by David Piepmeyer

Motion to add an item 5.5 to discuss the cemetery issue in Hampstead, move item 8.7 before item 8.1, and to adopt the rest of the agenda as presented.

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

CARRIED.

5 PUBLIC INFORMATION

5.1 Discussion Regarding Existing Water and Sewer Districts.

Bob Jessup with Sanford Holshouser LLP was present along with his colleague Sam Smotherman to discuss options for the existing water and sewer districts. Mr. Jessup stated that the goal here is to simplify county operations and provide equitable rate structures. Mr. Jessup stated that they believe an operating agreement for the districts is the best approach. This agreement would consist of a contract among the county and all districts. The county would assume all activities of the districts such as rate-setting, billing and maintenance. The approach allows the county to be the central borrower if it desires. The districts would allow the County to charge rates that best serves the County's interests and there would be no requirement that each District must operate independently on a self-supporting basis. In the case of a payment default, (by County or a District), each District would remain liable to generate funds to pay their general obligation bonds. If Pender County does pursue this option, no changes will be needed under current bond documents. There would also be no requirement for LGC approval and no impact on ability of individual Districts to borrow money from USDA or otherwise. The agreement could also be structured in such a way that it could unwind for any District if it were to become an issue. Mr. Jessup gave some background on other options that they have looked at and why this is the recommended action. He explained that only one other county operates under an operating agreement approach, which is Beaufort County. They adopted this approach several years ago and created a Capital Improvement Plan (CIP) for their water and sewer districts. They will be moving forward with one uniform water rate over a five-year period. They are currently on year three of five. They have built a borrowing package into the schedule for every 3-4 years. They also have recouped money spent from the General Fund for Water-related services by charging an administrative

fee to the Enterprise Fund. Their finance director is very happy with how things are running with their operating agreement. Commissioner Williams asked if this approach would make for a cleaner audit. Mr. Jessup stated that it makes for an easier audit. Mr. Jessup stated that if the Board decides to move forward, an agreement would need to be drafted between the county and the districts. The County would also have to adopt a resolution to move forward, both of which can be done before the new fiscal year begins. The Board thanked Mr. Jessup for providing this information.

5.5 Hampstead Cemetery Discussion and Update.

Commissioner Williams asked for an update from Planning Director Travis Henley regarding the situation with the graves and cemetery that have been discovered in Hampstead late last week. Mr. Henley updated the Board on this issue. He stated that this particular property is down Edens Lane in Hampstead. There is an application pending for a subdivision at this location but it has not yet been approved. Mr. Henley explained that he had received a call about graves being disturbed on this parcel. The GIS has a layer that shows where the recorded cemeteries are in Pender County, but it is not accurate as there are cemeteries that have not been reported. He explained that staff has met with the surveyor to locate the graves on this property. As of today, six more unmarked graves have been located in addition to the two that had markers. These graves do not seem to have been disturbed by the current work, but look like they may have been vandalized in the past. The Board agreed that the County takes this very seriously and reiterated that there is a state law in place that makes it unlawful to disturb graves in the State of North Carolina. Mr. Henley stated that there is currently no permit for this land clearing, the developer is in violation, and work has stopped on the property. Mr. Henley reiterated that the state has issued their permit, but the county has not. Commissioner Williams stated that he would like to see the county work on the inventory of cemeteries noting that unless a cemetery is reported there is no way to know that it exists. The Board thanked Mr. Henley for the update.

5.2 Update on the Empowering Youth and Families Program.

Cooperative Extension Director Mark Seitz began by recognizing Liz Peterson Hamm who has worked as the 4-H agent for Pender County for the last four years. He stated that she got married last week and is moving back home to Nebraska. The Board congratulated and thanked Ms. Hamm for the work she has done in Pender County. He then introduced Tracy Spencer to provide the update on the Empowering Youth and Families Program (EYFP). Ms. Spencer explained that the EYFP is made of two components: Strengthening Families Program 10-

14 and Powerful Communities. The Strengthening Families Program 10-14 is an evidence-based parent, youth, and family skills-building curriculum that prevents teen substance abuse and other behavior problems, strengthens parent/youth communication skills, increases academic success in youth, and prevents violence and aggressive behavior at home and at school. Powerful Communities is a pilot program written by the NC Cooperative Extension 4-H Youth Development Program to equip our participants with the knowledge and understanding about the opioid crisis in the US and in their county. Powerful Communities empowers cohorts of families to resist opioid misuse and to tell their communities what they have learned. In 2019, EYFP also began piloting Powerful Families (PF), a new family communication and relationship program that complements Powerful Communities (PC). In Spring 2021, all EYFP programs will use PFPC for the entirety of their family sessions. A new cohort of this program will begin on March 30, 2021. Ms. Spencer also stated that there will be a Drive-Thru Resource Fair on Saturday March 27 from 10 a.m. until 12 p.m. There is limited space and registration is required. To register, citizens need to visit <https://go.ncsu.edu/peyfp>. Ms. Spencer stated that those who are interested may also reach out to her at tjspence2@ncsu.edu. The Board thanked her for the update.

5.3 Quarterly Report on the Pender ABC System Involving Financial Information and Other Progress.

Ms. Crawford was not present for the meeting and requested that this be removed from the agenda and placed on the next.

Moved by Jacqueline A. Newton, seconded by David Piepmeyer

Motion to remove item 5.3 from the agenda.

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

CARRIED.

5.4 Update on Pender County Courthouse Remediation and Repairs.

Mr. Vann introduced Patrick Watkins who is the project superintendent for Thomas Construction. Mr. Watkins began by giving an update on the

roofing process. Mr. Watkins then listed the complete items which include the Metal Framing and Sheetrock Installation, Skim Coat of Plaster Walls, Floor Feathering and Patching, MEP In Wall Installation, HVAC Equipment Set - Floor 1, and the Attic Access Stairs Installation. On-going items include the MEP Rough In, Equipment Start Up, Plaster Installation, Wood Trim Installation, and Sheetrock Finish. Upcoming items include the Ceiling Grid and Tile, Painting, Tile Installation, Flooring, and Acoustical Spray on Courtroom Ceiling. Mr. Watkins showed photos of the project to illustrate the progress. Mr. Watkins stated that the project is 83% complete to date. The Board thanked Mr. Watkins for the update.

6 PUBLIC COMMENT

There were signups for Public Comment:

- Sheriff Alan Cutler stated that he was present today to recognize two employees of the Pender County Sheriff's Office who have been voted on by their peers as Deputy of the Year and Employee of the Year. Sheriff Cutler presented the Deputy of the Year award to Detective Eric Short. Sheriff Cutler presented the Employee of the Year award to Laura Thomas. The Board thanked Sheriff Cutler and thanked the employees for the work that they do for the citizens of Pender County.

7 CONSENT AGENDA

Moved by Fred McCoy, seconded by David Williams

Motion to approve the consent agenda as presented.

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

CARRIED.

7.1 Approval of Minutes: February 16, 2021.

7.2 Resolution Accepting Petition to add Woodcroft Lane in the Woodcroft Subdivision, Rocky Point, to the State Maintained System.

23

[WOODCROFT ROADS RESOLUTION](#)

- | | | |
|-----|---|----|
| 7.3 | Approval of an Amendment to the 2021 Board of Commissioners Meeting Schedule. | 25 |
|-----|---|----|

[BOARD MEETING CALENDAR 2021 v2](#)

- | | | |
|-----|--|----|
| 7.4 | Approval to increase Purchase Orders for US Food Services in the amount of \$30,000 and NC DPS in the amount of \$10,000.00. | |
| 7.5 | Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2020-2021: \$44,622. | 27 |

[BOA 7.5](#)

- | | | |
|-----|--|----|
| 7.6 | Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2020-2021: \$75.00. | 29 |
|-----|--|----|

[BOA 7.6](#)

- | | | |
|-----|--|----|
| 7.7 | Approval of a Facility Usage Agreement Addendum. | |
| 7.8 | Approval of Budget Amendment for the Pender County Board of Elections. | 31 |

[BOA 7.8](#)

- | | | |
|------|---|--|
| 7.9 | Approve Purchase Order for Core & Main for \$100,000 for water meters and supplies for the remainder of FY21. | |
| 7.10 | Approve Memorandum of Agreement with Lower Cape Fear River Program for Sampling for Wastewater Plant. | |
| 7.11 | Approval of Budget Ordinance Amendment to Revise Fee Schedule for Pender County Permitting and Inspections. | |

8 APPROVALS AND RESOLUTIONS

- | | | |
|-----|---|--|
| 8.7 | Consideration of a Contract with United Way of the Cape Fear Area to Assist with Hurricane Florence Recovery. | |
|-----|---|--|

Floodplain Administrator Daniel Adams explained at The Pender Long Term Recovery Group (LTRG) contacted County staff about using money earmarked for administrative purposes under the Hurricane Florence Disaster Recovery Act (DRA) grant to continue to fund a portion of the Project Coordinator position with the LTRG. The current DRA grant structure allows for up to \$200,000 in administrative expenses. This request is to cover a portion of the Project Coordinator position's salary through December 31, 2021, reaching a maximum commitment of \$27,500. Staff have confirmed with the North Carolina Office of State Budget and Management that this is an eligible expense and will be fully reimbursed at no cost to the County. The Project Coordinator position was previously funded through an American Red Cross grant and worked with the LTRG as an employee of the United Way of the Cape Fear Area. The grant funding for this position expired

on January 31, 2021. Under the proposed contract, the Project Coordinator will continue to be an employee of the United Way, but will work exclusively with the Pender Long Term Recovery Group to assist with the implementation of the Hurricane Florence DRA grant. Since this role's inception, the Project Coordinator has worked with the Baptists on Mission, Habitat for Humanity, and the Disaster Assistance Relief Team (DART-ilm) to help manage their caseloads and streamline the application process for Pender County residents impacted by Hurricane Florence. The Project Coordinator also helps determine eligibility for various grants and serves as a liaison between applicants, nonprofit agencies, and state and federal grant administrators. Mr. Adams introduced those involved with the LTRG that were in attendance.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to approve the contract and a purchase order in the amount of \$27,500 for the United Way of the Cape Fear Area.

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

CARRIED.

8.1 Request of Refund for the Overpayment of Excise Tax (NCGS 105-228.37).

Register of Deeds, Sharon Willoughby explained that a request from Gallimore Levy Chrisawn Gallimore PLLC requesting a refund of Excise Tax for a Deed that was submitted electronically for recording on February 8, 2021. There was \$5,750.00 in Excise Taxes paid on this document. The filing Attorney inadvertently paid the wrong amount of Excise Taxes which should have been in the amount of \$1,060.00. Gallimore Levy Chrisawn Gallimore PLLC is requesting a refund in the amount of \$4,690. It should be noted that half of the Excise Tax has been submitted to the state.

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion to approve the request for refund of overpayment for the total requested amount of Excise Tax: \$4,690.

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

CARRIED.

8.2 Adoption of 2021 Southeastern NC Regional Hazard Mitigation Plan

33 - 34

Interim Emergency Management Director Carson Smith explained that in July of 2019, ESP and Associates began working with Pender, Brunswick, New Hanover and Onslow Counties to develop an update to the Regional Hazard Mitigation Plan. This plan is required to be updated every five years, per federal mandate. Hazard Mitigation Plans are required to be adopted at the local level for the County to receive any federal assistance after a declared disaster. ESP and Associates was selected by North Carolina Emergency Management and the state has assumed all costs incurred in the development of this plan.

Commissioner Piepmeyer asked if there are any major changes in this plan in comparison with the last. Mr. Smith stated that Onslow has been added to the plan this time. There are also 36 action plans as part of this plan, compared to 28 action plans in the previous plan. Discussion briefly ensued regarding shelters. The Board noted that Mr. Smith's last day as Interim Emergency Management Director is Wednesday, March 24. The Board thanked Mr. Smith for all he has done and continues to do for Pender County.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to approve the 2021 Southeastern NC Regional Hazard Mitigation Plan.

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

CARRIED.

Hazard Mitigation Resolution - Signed

- 8.3 Approval for Purchase Order for Fairway Ford in the amount of \$47,040.82.

Sheriff Cutler explained that the Pender County Sheriff's Office would like to purchase a 2021 Ford Explorer Police Interceptor Utility SUV through the North Carolina Sheriff's Association Vehicle Procurement Program in the amount of \$47,040.82. These fund will come out of 510-407403. These expenditures were budgeted for in FY 2021.

Moved by David Williams, seconded by David Piepmeyer

Motion to approve the Purchase Order to Fairway Ford in the amount of \$47,040.82.

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

CARRIED.

- 8.4 Consideration of BASF Environmental Assessment RFP Statements of Qualification and Recommendation

Mr. McEwen explained that Pender County recently solicited bids for an environmental consultant to review the related NCDEQ files on the groundwater monitoring program being conducted by the former landowner of the BASF/Tekada property. The review is required in order to sufficiently gain an understanding of the groundwater chemistry trends, monitoring well locations and regulatory importance for each of the monitoring wells located in the parcels slated for redevelopment. After the file reviews and becoming familiar with the details of the groundwater monitoring program, the selected consulting firm will meet with the lead regulatory agency NCDEQ IHSB in Raleigh either in-person or through on-line meetings to discuss the monitoring wells present at the BASF site and work with the agency to develop a strategy that meets the requirements and needs of Pender County. The County's long-term objective is to redevelop the parcels without the monitoring wells in the future development areas. The selected consulting firm will also need to have discussions, as needed, with the former landowner and their consultant on how to best facilitate the County's needs. The

selected consulting firm hired by the County is required to engage and communicate with Pender County throughout the process. In terms of deliverables, the selected firm will prepare a report documenting the activities and results of the file reviews and meetings. This report will provide a detailed plan with associated cost and regulatory implications for closing the monitoring wells. As part of this process Pender County waived the requirements of the Mini Brooks Act and required all submittals to include a fee for the scope of services requested. Five firms submitted proposals but only 4 submittals were deemed responsive in regard to scope of services required. Mr. McEwen listed the bidders. Wood Environment and Infrastructure Solutions, Inc. was selected as the lowest responsive bidder at a cost of \$6,930. In addition to being the lowest responsive bidder, Wood Environment and Infrastructure Solutions, Inc and Chris Pruneau worked on the original site assessment and remediation years ago for BASF. This background and knowledge will assist Wood in their performance of the required tasks required as part of the scope of services. Discussion ensued regarding the deliverables and the time table in which those will be provided. Mr. McEwen stated that the process should take 3-4 months depending on the state.

Moved by Fred McCoy, seconded by David Williams

Motion to approve the submitted Statement of Qualification provided by Wood Environment and Infrastructure Solutions, Inc. and to authorize the County Manager be authorized to execute the associate contract on behalf of the Board of Commissioners.

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

CARRIED.

- 8.5 Approval of the sale of real property (PIN 3281-88-8193-0000) located in the Cottages at Island Palms subdivision owned by Pender County.

Mr. McEwen explained that in 2011, Pender County conducted delinquent tax foreclosure proceedings on this lot at the front of the Cottages at Island Palms subdivision in Hampstead. The parcel was foreclosed for non-payment of taxes by the developer in the amount of \$1,328. Complaints were received after Hurricane Isaias from residents

in the neighborhood who complained about the trees that had fallen and Pender County spent \$4,800 for clean up the property. This property also contains the stormwater pond for the HOA. In the bid, the HOA stated that they are prepared to transfer the current stormwater permit into their name. At their January 4, 2021 meeting the Board authorized staff to advertise for sealed bids for this property for an amount no less than \$6,128. An advertisement for bids was published in the Pender Post on January 21, 2021, January 28, 2021, and February 4, 2021 with bids being due by 3pm on February 22, 2021. Only one bid was received from the Cottages at Island Palms HOA whose bid was for \$6,128.

Moved by David Piepmeyer, seconded by David Williams

Motion to approve the sale of Parcel 3281-88-8193-0000 as described.

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

CARRIED.

8.6 Consideration of the sale of Surplus Property.

Ms. Long explained that an offer was submitted on February 7, 2021 for \$5,750.00 by Regina Walker for the property at 185 Mott Town Road (Parcel ID 2248-17-4530-0000). According to the Deed, Pender County acquired the property in 2016 because of unpaid taxes. Staff has followed up with the ProTax and verified that Pender County was the highest bidder (no bids were received at auction) in the amount of \$5,568.37. Per the Pender County GIS, the property has a tax value of \$5,736.00. The Offer, Property Map and Deed are attached for the Board's review.

Moved by Fred McCoy, seconded by David Williams

Motion to approve the sale of Parcel 2248-17-4530-0000 as described.

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

David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9 PENDER COUNTY BOARD OF HEALTH

The Board convened as the Pender County Board of Health at 5:16 p.m.

Health and Human Services Director Carolyn Moser gave an update on the COVID-19 metrics for Pender County. Ms. Moser stated that as of today, there have been 4,879 cases in Pender County. Of those cases, 98% have recovered. There is currently one person in the hospital and there have been 67 deaths due to COVID-19 in Pender County. Pender County currently has a 5.2% positive rate with an average of 13-14 new cases per day. Ms. Moser then updated the Board on the vaccine process. Vaccine appointments are taking slightly longer to book. Ms. Moser stated that she expects that vaccine appointments will be open to anyone beginning in mid-April. The Board thanked Ms. Moser and her staff for all of their work through this pandemic.

Discussion briefly ensued regarding the property behind the Health Department that is proposed for the new Health and Human Services building.

10 SOCIAL SERVICES BOARD

There was no business to be conducted as the Social Services Board.

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

11.1 Items from the County Attorney.

- Mr. Thurman stated that there were items for closed session, items 3, 4 and 6.

11.2 Items from the County Manager.

- Mr. McEwen recognized Carson Smith who has served as Interim Emergency Management Director for the last year. The Board thanked Carson for his service.
- Mr. McEwen also recognized Sam Shore who will begin working for the Cape Fear Council of Governments in April. He explained that Mr. Shore has been an asset during the recent changes in the Planning Department but that he looks forward to continuing to working with him through the Cape Fear Council of Governments.

11.3 Items from the Assistant County Managers.

- Mr. Shipley gave an update on the metrics of the COVID-19 Call Center.
- Mr. Shipley stated that teleworking is ending for employees on May 17.
- Mr. Shipley stated that Parks and Recreation held a Drive-In movie on Friday, March 12. Brief discussion ensued regarding the summer concert series.

11.4 Items from the County Commissioners.

Commissioner Newton:

- Commissioner Newton commented on the roof replacement at the courthouse. She explained that had the Board been aware that the roof needed replacement, the Board would have had the roof replaced before working on the interior of the building. She reiterated that the Board was not made aware of this need until later in the process. Commissioner Piepmeyer added that the Board asked about the condition of the roof early on. Trees on the Courthouse Square were also briefly discussed.

Commissioner McCoy:

- Commissioner McCoy stated that he recently had cataract surgery at Pender Memorial Hospital. He added that he is preparing to have his other eye done and that he is thankful the the Hospital is here in Burgaw.
- Commissioner McCoy stated that Ms. Johnson still has her offer open regarding the donation of trees for the Courthouse Square.

Commissioner Piepmeyer:

- Commissioner Piepmeyer thanked Mr. McEwen, Planning Director Travis Henley, and others for their assistance regarding questions on flooding in Scotts Hill.
- Commissioner Piepmeyer also commented that he had a nice discussion with Damien Buchannan on Sunday. Mr. Buchannan serves on the Pender County Planning Board.

Commissioner Williams:

- Commissioner Williams thanked the Board for allowing him time at the beginning of the meeting to discuss the cemetery issue.

Chairman Brown:

- Chairman Brown asked for an update on the salary study. Mr. McEwen stated that the draft is probably about 90% complete. He

explained that the report should be coming later this week. Mr. McEwen explained that it will probably take 2-3 years to implement. He also briefly discussed options for the county to fund the implementation.

12 CLOSED SESSION (IF APPLICABLE).

Moved by David Williams, seconded by Fred McCoy

5:52 p.m.

Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session; and 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting. The Board exited closed session at approximately 7:00 p.m. No announcement was made upon exiting closed session.

	For	Against	Abstained	Absent
George Brown	x			

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

CARRIED.

**13 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP
AMENDMENTS/ RESOLUTIONS**

- 13.1 Resolution Requesting Approval of a Conditional Zoning Map
Amendment from PD, Planned Development to CZ-1, Conditional
Zoning District 1.

35 - 36

Chairman Brown opened the public hearing at 7:03 p.m.

Long Range Planner Sam Shore explained that Chris & Vickie Jones, applicants, on behalf of PH Lanco Inc, owner, are requesting approval of a Conditional Zoning Map Amendment of one 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 (NAICS 441222), recreational vehicle storage (NAICS 531130), and storage of boats and watercraft outdoors or on dry stack structures. 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. The applicant proposes to establish a business for boat sales and service (NAICS 441222), which is classified under "Motor Vehicle and Parts Dealers" in the Table of Permitted Uses. The applicant has also proposed a fenced storage area for RVs and boats, which are classified under "Real Estate and Rental and Leasing", and "Storage of boats and watercraft outdoors or on dry stack structures" respectively. A boat display area is proposed along US Hwy 17. Section 7.12 Outdoor Display and Storage of the Pender County Unified Development Ordinance details screening standards for display and storage uses on a property. However, the section also states that the display of vehicles for sale by a vehicle dealer or nursery stock by a commercial nursery, along with other products for sale that are normally displayed outdoors, shall be exempt from the above requirements. There are Special Flood Hazard Areas (SFHA) located on the subject parcel according to FEMA Flood Insurance Rate Map Number 3720420400J, adopted February 16, 2007. Specifically, the western half of the parcel is largely within an A zone without established flood elevation. The preliminary flood maps

also indicate Special Flood Hazard Areas (SFHA) on the subject parcel, specifically an AE zone with a Base Flood Elevation of 45ft above sea level within the western corner and an AO zone with a depth of 2ft throughout a significant portion of the parcel's remainder. A preliminary staff analysis finds that ± 1.95 acres of the parcel are not encumbered with SFHAs on the preliminary maps. Natural grade on the parcel ranges from ± 42 ft to ± 46 ft above sea level. The applicant initially proposed to construct an 8,000 square foot building within the preliminary AO flood zone. The structure as proposed would not be constructed in the current regulatory flood zone. The applicant has accepted a proposed condition of approval not to construct any structures within the Special Flood Hazard Area as depicted on the regulatory or preliminary maps. The National Wetland Inventory (NWI) and North Carolina Division of Coastal Management (DCM) have identified preliminary wetlands on the subject parcel. Wetlands were also identified by the applicant's environmental consultant, Land Management Group, and illustrated on the submitted site plan. No Jurisdictional Determination has been provided by the Army Corps of Engineers; however, no disturbance of jurisdictional wetlands is proposed. The North Carolina Department of Environmental Quality (DEQ) has not identified any Areas of Environmental Concern (AECs) on the site. 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. Within the subject parcel, the highest Assessment ranking found is a 7, signifying a high conservation priority. This ranking is found on approximately one third of the parcel's area. The applicant has proposed an A Buffer along both boundaries abutting a right-of-way, with a B buffer along a small portion of the southern property boundary. The remainder of the buffer is proposed to remain undisturbed due to the wetland presence on the site. These proposed buffers are in compliance with the Unified Development Ordinance. Specific landscaping plans shall be required prior to administrative approval of the project. A significant tree survey conforming with Section 8.1.3 of the Pender County Unified Development Ordinance will be required prior to approval of any subsequent Site Development Plan for this project. Any significant tree proposed for removal shall be mitigated by the on-site planting of two trees of the same species with a minimum caliper of 2" or greater. The subject parcel has frontage on both US Hwy 17 and Pinnacle Parkway, with the applicant proposing access via both streets. The parcel's legal access to Pinnacle Parkway is referenced in Deed Book 1481 Page 113 and Map Book 32, Page 98 recorded with the Pender County Register of Deeds. The applicant has agreed to a condition of approval to accept

a portion of the financial responsibility for road maintenance on Pinnacle Parkway. Any access to US Hwy 17 would be subject to the driveway permit process of the North Carolina Department of Transportation. The submittal has not triggered a Traffic Impact Analysis (TIA) with the number of trips generated by the proposed development. Per Section 6.3.C.7 a TIA is required when the development generates 100 trips in the morning or evening peak hours or 1,000 trips per day. The proposed development is anticipated to generate 81 daily trips, with 5 AM peak-hour trips and 6 PM peak-hour trips. The applicant has proposed 20 parking spaces, four of which would be pervious. This proposal is compliant with Section 7.10 Off-Street Parking and Loading/Parking Requirements of the Pender County Unified Development Ordinance. The applicant has proposed to manage wastewater via a septic field along the northern property boundary. The location was chosen based on a soils analysis by Land Management Group. Pender County Environmental Health has not yet provided a permit for the site. The applicant has not yet determined the main source of water for the proposed development. Public water lines are located in the vicinity of the proposed development, though a well is also under consideration. Any connection to Pender County Utilities for the purposes of providing water services to the site shall require documentation from PCU certifying the existence of capacity to serve the project prior to the issuance of any construction authorization for the project. The applicant has proposed a stormwater pond on the southern portion of the development. The applicant will be required to obtain a stormwater permit from the North Carolina Department of Environmental Quality and certify that the development meets the standards of Section 7.9 Stormwater Management prior to administrative approval of the development. According to the submitted site plan, no signs are proposed at this time. Any future signage shall be reviewed by Staff in accordance with the provisions of Article 9 of the Pender County Unified Development Ordinance. The public meeting was held on January 5, 2021 at 6:00 PM at the applicant's current business location, 220 NC Hwy 210 W in Hampstead. 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. Community concerns included traffic, curb appeal, and legal access to Pinnacle Parkway. The applicant did not propose any changes to the site plan based on the results of the meeting. 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. Any such conditions should relate to the relationship of the proposed use(s) and design to the impact on County services and capital plans adopted, surrounding properties and population, proposed support or accessory facilities such as 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 or access to open space, and other matters that the participants in the public input meeting, staff, Planning Board and County Commission find appropriate, or that the petitioner may propose. Such conditions may include, but are not limited to, right-of-way dedication to the state, as appropriate, of any rights-of-way or easements for streets, water, sewer, or other public utilities necessary to serve the proposed development. Staff worked with the applicant on three conditions, which were mutually agreed to prior to the February 2, 2021 Planning Board meeting (Conditions 1-3). Staff discussed additional conditions with the applicant regarding pervious pavement throughout the site, certifying the site to meet Low Impact Development standards, and placing the property's jurisdictional wetlands under a conservation easement. The applicant expressed concern about the impact of those conditions on the viability of the project at the time of the discussions prior to the Planning Board meeting. At the February 2, 2021 Planning Board meeting, the applicant agreed to two additional conditions of approval for the project to address the impact of the proposal on the site's environmental features (Conditions 4-5). The conditions are as follows:

1. Unless and until Pinnacle Parkway is accepted for maintenance by the North Carolina Department of Transportation, or other public entity, the applicant and its successors, assigns and Grantees shall be responsible for payments for maintenance and repair of the roadway based on the ratio of usage and the cause for the need for repair and maintenance to the Pinnacle Ridge HOA or successor entity with responsibility for road maintenance.
2. No structures shall be constructed in a Special Flood Hazard Area as illustrated on the 2007 effective flood maps (Panel 3720329300J) or the 2014 preliminary flood maps (Panel 3720420400K).
3. The applicant shall construct a 5' sidewalk along the property boundary with US Hwy 17.
4. The applicant shall place wetlands on the property under permanent conservation easement.
5. The site shall be designed, constructed, and certified by a qualified engineer to meet the standards of Section 7.14 Low Impact Development of the Pender County Unified Development Ordinance.

Discussion ensued regarding the wetlands and the additional conditions that were put in place by the Pender County Planning Board. Several Commissioners were opposed to Conditions 4 and 5. Bryce Morrison of Cape Fear Commercial was present on behalf of the applicant. He discussed the wetland issue and how the additional conditions would

affect the project.

There were signups for public comment:

- Issac Moore of 43 Baron Oaks Court stated that he was most concerned with road maintenance, the wetlands on this property, and considerations for a buffer.
- John Balbuena of 356 Scrub Oaks Drive stated that he was present on behalf of the Homeowners Association. He wanted to confirm that there would be no dry stack, which was confirmed by the applicant. He also explained that he was concerns with the added traffic to Pinnacle Parkway.
- Andy Wood of 1680 Pinnacle Parkway spoke regarding his concerns for the wetlands on this property as well as concerns for traffic on Pinnacle Parkway.

There being no further discussion, Chairman Brown closed the public hearing at 8:04 p.m.

Moved by David Piepmeyer, seconded by David Williams

Motion to recommend approval of the Zoning Map Amendment with Conditions 1-3 only, removing Conditions 4-5, 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:

- Goal 5.1
- Policy 5.1.D
- Policy 5.1.E
- Policy 5.1.K
- Objective 5.8

The proposed rezoning is consistent with the transition between the Low Density Residential and Regional Mixed Use Future Land Use classifications in the Pender 2.0 Comprehensive Land Use Plans because the proposed use has limited anticipated impacts on established adjacent residential uses and the existing vegetative buffering will further minimize those impacts.

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

CARRIED.

[REZONE 2020-19 - SIGNED](#)

13.2 Resolution Requesting Approval of a Zoning Text Amendment.

Chairman Brown opened the public hearing at 8:06 p.m. Planning Director Travis Henley explained that Pender County, applicant, has requested this text amendment to the Unified Development Ordinance to provide a mechanism to allow for front-facing loading and unloading facilities in unique scenarios within approved industrial parks. Currently, the Ordinance prohibits loading and unloading facilities along the front of buildings within approved industrial parks, allowing them only along the sides and rear of a building. However, loading and unloading facilities are allowed to face a right-of-way within an approved industrial park so long as these facilities are “screened by effective landscaping or otherwise from view of any public street or access road within or leading to our from the Park.” The proposed Zoning Text Amendment would provide a mechanism to allow for front-facing loading and unloading facilities in scenarios where cross-dock loading and unloading facilities are proposed and with permission from property owner’s board or other covenant holders within an approved industrial park. Cross-dock organization includes loading and unloading facilities on opposite sides of a building, which can allow for increased efficiency and ease of operations in many fields, particularly in logistics and freight movement operations. Cross-dock buildings are currently permitted in side-to-side arrangements under the standards of the Unified Development Ordinance, but not front-to-rear. The language also ensures that front-facing loading and unloading facilities are no more prevalent than rear-facing loading and unloading facilities on the same building to ensure that this standard is used only in true cross-dock situations. Furthermore, Industrial parks approved and functioning under the standards of Section 5.3.12.F ‘Industrial Parks’ are required to provide covenants that, among other things, establish a property owner’s association at the time of initial creation. Were an industrial park not to have a property owner’s board, the mechanism for obtaining front-facing loading and unloading facilities shall be through a Variance in accordance with Section 3.14 of the Unified Development Ordinance. At their March 2, 2021 meeting, the Pender County Planning Board voted unanimously to recommend approval of the Zoning Text Amendment to the Unified Development Ordinance described in this report, with the Administrator also respectfully recommending approval, 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 provides a mechanism for loading and unloading facilities to be placed along the front of buildings within approved industrial parks in certain unique circumstances, particularly when attempting a cross-dock arrangement within an industrial building. The text amendment is consistent with one policy in the Pender 2.0 Comprehensive Land Use Plan. Mr. Henley stated that the Pender

Commerce Park is the only example to be used here as it is the only industrial park in the county. There being no discussion, Chairman Brown closed the public hearing at 8:12 p.m.

Mr. Henley recognized Sam Shore for all of his help in the Planning Department during the last year. He explained that this is Mr. Shore's last meeting with Pender County. He added that Mr. Shore will be working with the Cape Fear Council of Governments so the Board will still see him around. The Board thanked Mr. Shore and wished him well.

Moved by Jacqueline A. Newton, seconded by David Williams

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.N*

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.

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

CARRIED.

- 13.3 Request to consider the surplus of real property (PIN 3228-84-6662-0000) 15 +/- acres and to allow sale by sealed bid.

The Board convened as the Rocky Point Topsail Water and Sewer District Board at 8:14 p.m.

Mr. McEwen explained that the county has been approached regarding land on Highway 117S in St. Helena. Only one acre of this sixteen acre tract is being utilized by the Rocky Point Topsail Water and Sewer District for a pump station. The Board is being asked to consider allowing 15 +/- acres of this parcel to be surplus and sold by sealed

bid, with a minimum allowed bid of \$6,200 per acre.

Moved by David Williams, seconded by David Piepmeyer

Motion to surplus 15+/- acres of Parcel 3228-84-6662-0000 and allow sale by sealed bid with a minimum bid of \$6,200.

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

CARRIED.

14 ADJOURNMENT

There being no further business, the meeting adjourned at 8:17 p.m.



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

Resolution Accepting Petition to add Woodcroft Lane in the Woodcroft Subdivision, Rocky Point, to the State Maintained System.

WHEREAS, As a matter of standard operating procedure, the Manager's Office will routinely bring any petitions requesting either additions to, maintenance of, or improvements to any county roads to the Board, without evaluation, upon Board approval, to be summarily forwarded to the North Carolina Department of Transportation; and

WHEREAS, David A. Willoughby is requesting a resolution for the addition of, Woodcroft Lane in the Woodcroft Subdivision, Rocky Point, to the State Maintained System; and

WHEREAS, the petition submitted to the County Manager's office has been delivered to the Board for review and consideration.

NOW, THEREFORE IT BE RESOLVED by the Pender County Board of Commissioners that the petition to add, Woodcroft Lane in the Woodcroft Subdivision, Rocky Point, to the State Maintained System is hereby approved, and the Clerk is authorized to submit the petition to N.C. Department of Transportation.

Adopted this the 15th day of March 2021.

George R. Brown, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Long
Clerk to the Board



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



(910) 259-1200 Office | www.pendercountync.gov

**2021 CALENDAR
REGULAR MEETINGS
PENDER COUNTY BOARD OF COMMISSIONERS**

DAY	DATE	TIME
Monday	January 4	4:00 p.m.
Tuesday (Hampstead Annex)	January 19	4:00 p.m./7:00 p.m.
Monday	February 1	4:00 p.m.
Tuesday	February 16	4:00 p.m./7:00 p.m.
Thursday (Hampstead Annex)	March 4 (Board Retreat – Day 1)	4:00 p.m.
Friday (Hampstead Annex)	March 5 (Board Retreat – Day 2)	9:00 a.m.
Monday	March 15	4:00 p.m./7:00 p.m.
Tuesday	April 6	4:00 p.m.
Monday	April 19	4:00 p.m./7:00 p.m.
Thursday	April 29 (Budget Work Session)	4:00 p.m.
Monday	May 3	4:00 p.m.
Monday	May 10 (Budget Work Session)	4:00 p.m.
Thursday	May 13 (Budget Work Session)	4:00 p.m.
Monday	May 17	4:00 p.m./7:00 p.m.
Thursday (If Needed)	May 20 (Budget Work Session)	4:00 p.m.
Monday	June 7	4:00 p.m.
Monday	June 21	4:00 p.m./7:00 p.m.
Monday	July 12	4:00 p.m./7:00 p.m.
Monday	August 2	4:00 p.m.
Monday	August 16	4:00 p.m./7:00 p.m.
Tuesday	September 7	4:00 p.m.
Monday	September 20	4:00 p.m./7:00 p.m.
Monday	October 4	4:00 p.m.
Monday (Hampstead Annex)	October 18	4:00 p.m./7:00 p.m.
Monday	November 1	4:00 p.m.
Monday	November 15	4:00 p.m./7:00 p.m.
Monday	December 6	4:00 p.m./7:00 p.m.

Note: All Meetings Held at Pender County Public Assembly Room, 805 South Walker Street, Burgaw, Unless Otherwise Advertised.



Pender County Budget Ordinance Amendment

Thursday, February 18, 2021

Date Thursday, February 18, 2021

Board Meeting Date (If Applicable) Monday, March 15, 2021

Fiscal Year FY 2020-2021

Fund 11 - HEALTH

Division, Program, Project, etc. Communicable Disease Program - AA 543
Revision #1

Department 900052 - COMM DISEASE/TB/AIDS

Purpose of Request

Additional funds allocated for COVID-19 under Communicable Disease Program AA 543 ELC Enhancing Detection Activities Revision #1

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-375025	Communicable Disease/DEH	\$44,622
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900052-404500	Contracted Services	\$44,622
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 44622 **Total Expenditures** 44622

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov



Pender County Budget Ordinance Amendment

Thursday, February 18, 2021

Date Thursday, February 18, 2021

Board Meeting Date (If Applicable) Monday, March 15, 2021

Fiscal Year FY 2020-2021

Fund 11 - HEALTH

Division, Program, Project, etc. BCCCP

Department 900064 - BREAST/CERVICAL CANCER

Purpose of Request

Additional Funding was allocated to BCCCP.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-375013	BREAST/CERVICAL CANCER ATC	75.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900064-404500	CONTRACTED SERVICES	75.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 75

Total Expenditures 75

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos

Email dramos@pendercountync.gov



Pender County Budget Ordinance Amendment

Thursday, February 25, 2021

Date Thursday, February 25, 2021

Board Meeting Date (If Applicable) Monday, March 15, 2021

Fiscal Year FY 2020-2021 Fund 10 - GENERAL

Division, Program, Project, etc. HAVA FUNDS Department 430 - BOARD OF ELECTIONS

Purpose of Request
To budget for reimbursement and disbursement of HAVA related election expenses.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	430-348822	HAVA	29,054
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	430-401803	HAVA	29,054
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 29054 Total Expenditures 29054

Budget Amendment Balances when Zero. 0

Prepared By: Susan Williams Email srwilliams@pendercountync.gov

RESOLUTION
ADOPTING SOUTHEASTERN NC REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Pender County are subject to the effects of natural hazards that pose threats to lives and cause damage to property; and

WHEREAS, Pender County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2000, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Pender County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Pender County Board of Commissioners to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

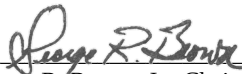
NOW, THEREFORE, be it resolved that the Pender County Board of Commissioners hereby:

1. Adopts the Southeastern NC Regional Hazard Mitigation Plan.
2. Vests Pender County Emergency Management with the responsibility, authority, and the means to:

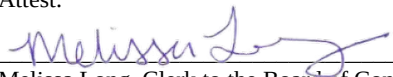
- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Pender County Emergency Management to assure that the Hazard Mitigation Plan is reviewed, as specified in the Plan, and is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Board of Commissioners for consideration.

Adopted this the 15th day of March, 2021.


George R. Brown, Jr., Chairman of the Board

Attest:


Melissa Long, Clerk to the Board of Commissioners

Certified by: Melissa Long, Clerk

Date: 3/15/2021





Pender County

Request For Board Action

DATE OF MEETING:	March 15, 2021
REQUESTED BY:	Travis N. Henley, Director, Planning and Community Dev.
SHORT TITLE:	Resolution Requesting Approval of a Conditional Zoning Map Amendment from PD, Planned Development zoning district to CZ-1, Conditional Zoning district 1.
BACKGROUND:	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 (NAICS 441222), recreational vehicle storage (NAICS 531130), and storage of boats and watercraft outdoors or on dry stack structures. 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.
SPECIFIC ACTION REQUESTED:	To Hold a Public Hearing and Consider the Approval of a Conditional Zoning Map Amendment from PD, Planned Development zoning district to CZ-1, Conditional Zoning district 1.

RESOLUTION

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

on February 16, 2021, the Pender County Board of Commissioners approved the Zoning Map Amendment, as described herein. The Chairman/County Manger is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED: Piepmeyer

SECONDED: Williams



APPROVED



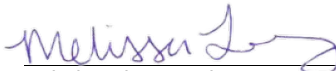
DENIED

YEA VOTES: ☒ BROWN ☒ MCCOY ☐ NEWTON ☒ PIEPMEYER ☒ WILLIAMS


George R. Brown, Chairman

3/15/2021

Date


Clerk to the Board

3/15/2021

Date





MINUTES
Board of County Commissioners Meeting
Thursday, March 4, 2021 4:00 PM
Pender County Hampstead Annex Training Room

MEMBERS PRESENT:

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

MEMBERS ABSENT:

OTHERS PRESENT:

Chad McEwen, County Manager
Trey Thurman, County Attorney
Melissa Long, Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Meg Blue, Finance Director
Other Staff and Members of the Press and Public.

Page

1 CALL TO ORDER

Chairman Brown called the 2021 Board Retreat to Order at 4:06 p.m. and thanked those in attendance.

2 THURSDAY, MARCH 4, 2021

**2.1 Opening Discussion
Intro & Objectives**

Chad welcomed the Board to the 2021 Retreat. He explained that the agenda that is in front of the Board is a flexible agenda which the Board can amend at their will.

2.2 Sheriff's Office Update on proposed Law Enforcement Center Facility

7 - 18

Sheriff Alan Cutler and Major Mike Collier were present from the Sheriff's Office for the discussion on the proposed new Jail and Law Enforcement Center. Sheriff Cutler introduced Todd Davis and Dan

Mase of Moseley Architects. Discussion quickly ensued regarding the need for separation based on the different jail populations, the life expectancy of the new facility, and expansion options. The facility is expected to have a 50+ year life and most of the future costs (75%) will be attributed to maintenance and staffing. Mr. Mase reviewed the conceptual design and the needs assessment for beds. Major Collier stated that there are about 61 inmates in the current jail and with a total population in the low 70s. Sheriff Cutler stated that COVID-19 has helped to keep the jail population down. Mr. Mase presented the proposed floor plan for the detention center. The facility is proposed to be 71,000 square feet and cost an estimated total of \$29,989,627.81. Mr. Mase explained that he is proposing the detention center and law enforcement center separately. He then reviewed the floorplan for the law enforcement center. The estimated cost for the law enforcement center is \$8,700,275.39. The total for both facilities is \$38,671,491.45. The design schedule was then discussed. Mr. Mase explained that the facility will be completed 36-38 months from the county giving the notice to proceed. Financing was then discussed. Finance Director Meg Blue explained that these facilities can be financed from 20-40 years through USDA. The Board requested the debt service range and discussed financing options. How this facility would hold up during hurricanes was also discussed. A copy of the architects presentation is attached to these minutes. The Board thanked Sheriff Cutler, Major Collier, Mr. Davis and Mr. Mase for their presentation.

[Jail-LECPresentation to BOC 2021-03-04](#)

- 2.3 Health and Human Services
Update on proposed DHHS Combined Facility

19 - 31

Health and Human Services Director Carolyn Moser presented the Board with the Notification for Jurisdictional Determination from the Army Corps of Engineers. Ms. Moser presented the map regarding wetlands and explained that the final report is currently on hold. The proposed property is behind the current county complex and is a total of 17 acres. The Health Department will occupy the first floor and the Department of Social Services will occupy the second floor. As of last year, the project is projected to cost around \$20 Million. Of that, \$4 Million will be reimbursed for the Health Department portion and then 65% of the remainder will be refunded for Social Services which covers nearly half of the total cost. Ms. Moser stated that the definition of wetlands is due on March 15. A feasibility study for the current hospital building was also discussed. The Board thanked Ms. Moser for the update.

[eSAW-2020-01223 Pender Co HHS AJD](#)

- 2.4 Open Discussion

The Board discussed several items:

- Economic Development:
 - Phillips Trucking
 - CFPUA and PCU Water lines and options along Highway 421 at the County Line
 - Commissioner Williams stated that there was current interest in both Lots 1 and 7 of the Pender Commerce Park.
 - Expanding the Pender Commerce Park
 - BASF Land Update
 - Additional Land Options
- Trask Special Assessment District at Lanes Ferry
 - The Board of Commissioners stated that they were not in favor of Special Assessment Districts.

2.5 Salary Study Update Discussion

Mr. McEwen updated the Board on the Salary Study. He handed out a draft of the salary ranges and positions. Staff is looking at funding at 97.5% for average employees and at 100% for positions with a high turnover rate. Mr. McEwen discussed some of the potential concessions in order to implement the salary study such as eliminating longevity pay for new employees and making the 401(k) contribution an match only.

Chairman Brown brought up bereavement for employees noting the recent passing of Mr. Anderson. The Board approved sending a \$100 gift card to families of employees who pass away in lieu of flowers.

Brief discussion ensued regarding the dental clinic at the Health Department.

Space issues in building were also discussed.

2.6 RECESS

The Board recessed the meeting at 7:15 p.m.

3 FRIDAY, MARCH 5, 2021

3.1 Utilities

- Property Needs for RO Plant and Wells
- New/Potential Well Sites
- Financing update and Discussion on RO Plant, Elevated Tank and Well projects
- Personnel and Space Needs for PCU

Chairman Brown called the meeting to order at 9:30 a.m. Utilities Director Kenny Keel and Assistant Utilities Director Anthony Colon were in attendance.

Discussion began with discussing the sale of property at the Pender Commerce Park with regard to water and sewer needs on the east side of Highway 421. He stated that he will work to resolve this with CFPUA.

Convenience Sites, specifically the Willard and Shiloh, were discussed. The Board requested that these sites be improved and/or be granted a long term lease. Issues with the gravel and location of these sites were also discussed.

Discussion ensued regarding the proposed PCU Reverse Osmosis (RO) Plant. Mr. Keel presented several maps for discussion regarding locations for the the RO Plant and well sites. Mr. Keel explained that if Pender County proceeds with a Design Build for the RO Plant that it should take about a year to complete.

Mr. Keel discussed the financing options for the RO Plant, Elevated Tank and Well projects.

Staffing needs for PCU were then discussed. Mr. Keel discussed the need for a Project Manager and Inspector.

Property needs were then discussed for a storage building(s) for the county once the BASF building has been demolished. Mr. McEwen presented an option to the Board which is located near the county complex. This particular property has about 9 acres of upland (13.6 acres total). If the county were to purchase the property it would be able to house 1-2 warehouse buildings at 60'x100'. Mr. McEwen stated that he would work on getting the property appraised and then discuss options with the property owner.

Rocky Point-Topsail Water and Sewer District has a site in St. Helena that has an interested buyer. Tax value of this property as well as cost were discussed.

3.2 12:15pm - 1:00pm
LUNCH

During lunch, the the Board discussed several property options in the Scotts Hill area that may be suitable for a potential school site and/or park facility.

3.3 Planning and Zoning Discussion

Planning Director Travis Henley was present to discuss zoning options for Pender County. Land Use Maps were reviewed and briefly discussed. The following zoning options were discussed:

- Option 1: Downzoning
- Option 1B: Downzoning via revisions to the Zoning Districts
- Option 2: Major Subdivisions become tied to a Special Use Permit
- Option 3: Incentivizing Preferred Development Types

Discussion also ensued regarding the zoning and access of Lea-Hutaff Island.

Based on today's discussion, the Board will look at changing the minimum lot size in the RP Zoning District at an upcoming meeting.

3.4 Former Long Creek School Property Discussion

Mr. Shipley updated the Board on the Long Creek Property. He showed photos to the Board of the Gym to illustrate it's condition. Mr. Shipley also presented the septic report. The Board discussed next steps for this property such as demolition and park options.

4 **ADJOURNMENT**

The Board thanked staff for a productive retreat. There being no further discussion, the retreat adjourned at 3:03 p.m.



PENDER COUNTY, NORTH CAROLINA

Sheriff's Law Enforcement and Detention Center Facility Update
March 4, 2021
Board of Commissioners Capital Projects Board Retreat

MOSELEYARCHITECTS

Jail Bed Needs Assessment

Table VI
Pender County Forecasted Population using the Highest Admission rate

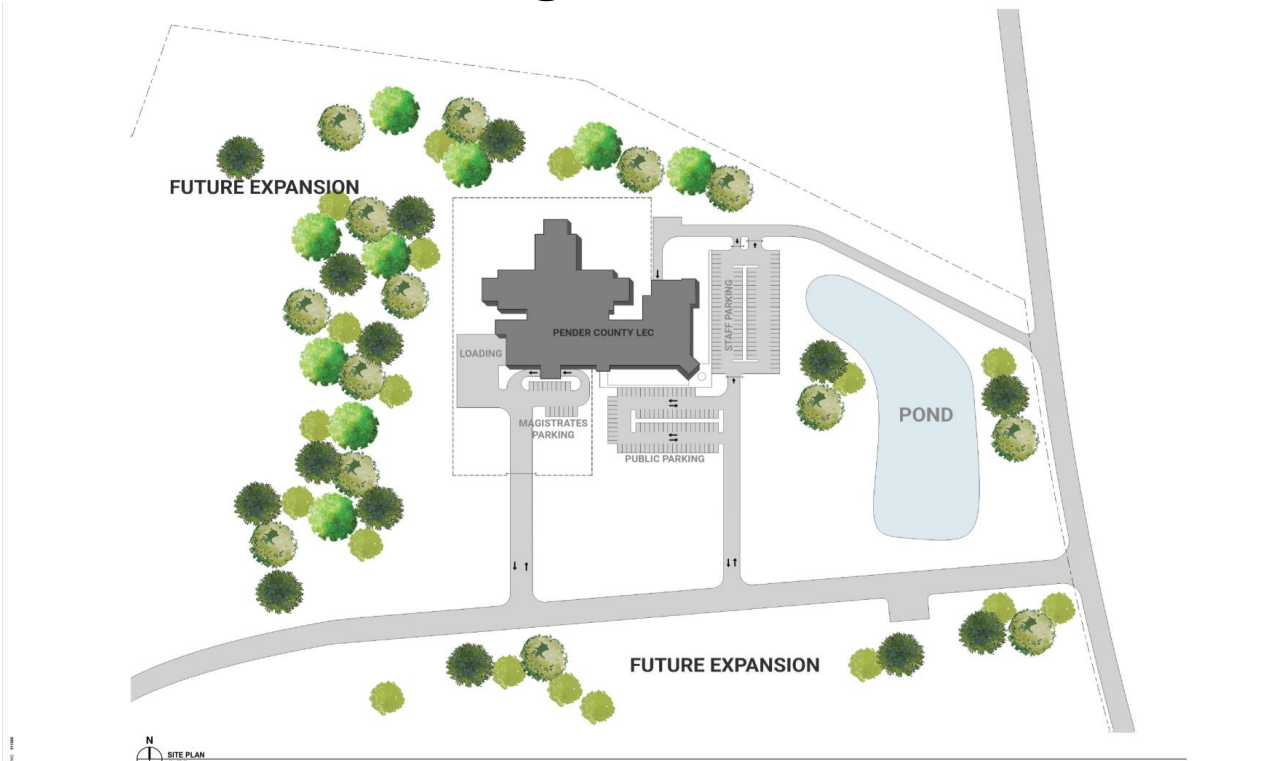
Year	Forecasted ADP	Classified ADP (+20 %)	Peaked ADP	Classified & Peaked
2025	118.09	141.71	1.22	172.67
2030	127.76	153.32	1.22	186.82
2035	137.44	164.93	1.22	200.96
2040	145.18	174.22	1.22	212.28
2045	153.47	184.17	1.22	224.41

Overall Site Plan



MOSELEYARCHITECTS

Enlarged Site Plan



MOSELEYARCHITECTS

SITE PLAN

PENDER COUNTY LEC
PENDER COUNTY, NORTH CAROLINA

MOSELEYARCHITECTS

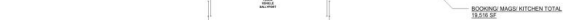


Figure 1

- 100

Detention Center Budget Estimate

OPINION OF PROBABLE TOTAL PROJECT COST

MOSELEYARCHITECTS
A PROFESSIONAL CORPORATION

Client: Pender County, NC Date: March 4, 2021
Project Name: Pender County New Detention Center Computed By: DRM
Description: 223 Bed Jail - 350 "Core" - Radial Concept Checked By: DRM
Project #561250 New Construction - 71,000 SF Sheet Number: 1 of 1

Item No.	Description	Area	Unit	Unit Cost	Total Cost
Construction Costs					
1	New Jail Construction w/ Magistrate	64,700	SF	\$325.00	\$21,027,500.00
2	New Jail Construction - Fenced Vehicle Sallyport and Canop	2,000	SF	\$100.00	\$200,000.00
3	New Jail Construction - Recreation Yards	4,300	SF	\$275.00	\$1,182,500.00
4	Site Development	N/A	N/A	lump sum est.	\$2,000,000.00
5	Construction / Design Contingency	N/A	%	5.00%	\$1,220,500.00
6	Cost Escalation Contingency (12 months)	N/A	%	5.00%	\$1,281,525.00
	Subtotal				\$26,912,025.00
	Estimated Construction Cost - Building and Sitework	71,000	SF	\$379.04	\$26,912,025.00
Misc. Project Costs					
1	Fixtures, Furnishings & Equipment (FF&E of finished space)	N/A	%	2.50%	\$672,800.63
2	Site and Construction Testing	N/A	%	0.50%	\$134,560.13
3	Misc. Fees / Costs	N/A	%	8.00%	\$2,152,962.00
4	Operations and Transition Services	N/A	N/A	lump sum est.	\$50,000.00
5	NC Required Building MEP Commissioning	N/A	%	0.25%	\$67,280.06
	Subtotal				\$3,077,602.81
	TOTAL ESTIMATED PROJECT BUDGET				\$29,989,627.81
Notes:					
Housing units to consist of:					
5 - 39 bed housing units					
1 - 20 bed maximum security unit (expandable to 39 beds)					
1 - 8 bed administrative management unit					

MOSELEYARCHITECTS

Sheriff's Offices (LEC) Floor Plan



PROPOSED FIRST FLOOR PLAN
1/16" = 1'-0"

MOSELEYARCHITECTS

Law Enforcement Center Budget Estimate

OPINION OF PROBABLE TOTAL PROJECT COST

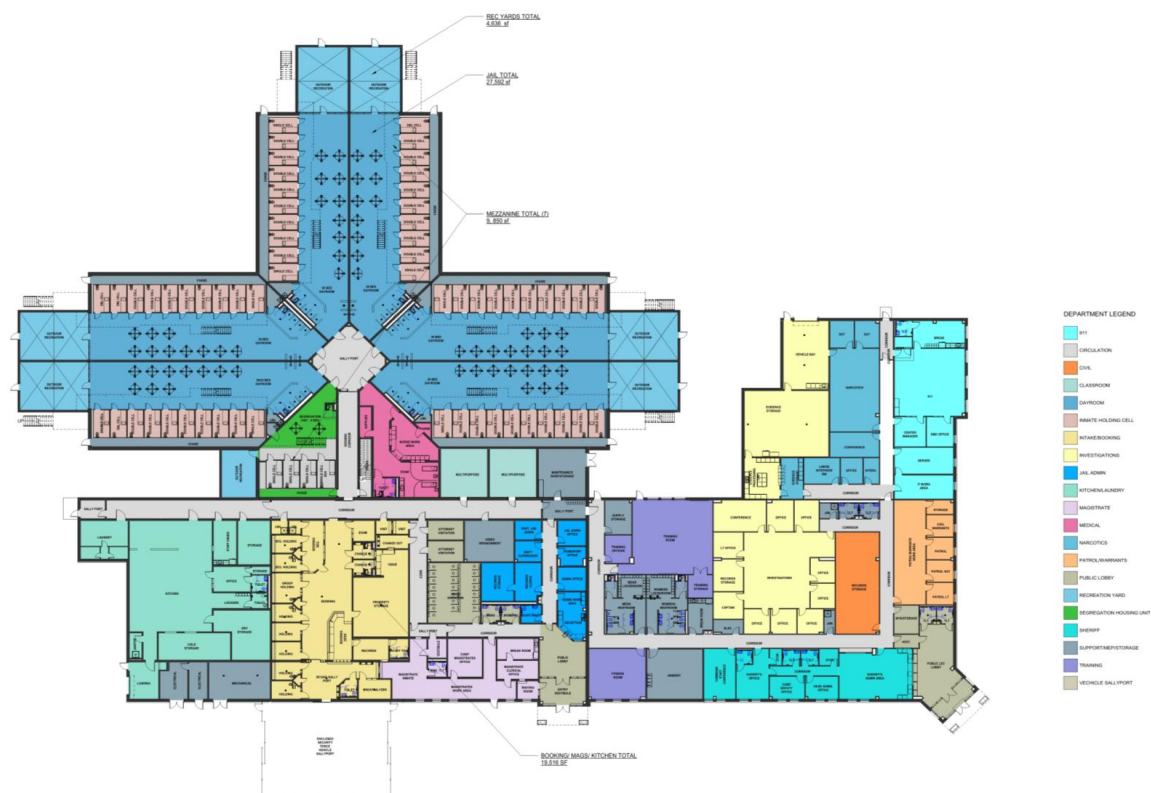
MOSELEYARCHITECTS
A PROFESSIONAL CORPORATION

Client: Pender County, NC Date: March 4, 2021
Project Name: Pender County Law Enforcement Facility Computed By: DRM
Description: Sheriff's Law Enforcement Facility Only Checked By: DRM
Project #511080 New Construction - 27,500 SF Sheet Number: 1 of 1

Item No.	Description	Area	Unit	Unit Cost	Total Cost
Construction Costs					
1	New 1 Story Sheriff's Law Enforcement and E911 Facility	22,500	SF	\$225.00	\$5,062,500.00
2	New Sheriff's Logistics Equipment Warehouse	5,000	SF	\$125.00	\$625,000.00
3	Site Development	N/A	N/A	lump sum est.	\$1,000,000.00
4	New Radio Tower	N/A	N/A	lump sum est.	\$250,000.00
5	Construction / Design Contingency	N/A	%	5.00%	\$346,875.00
6	Cost Escalation Contingency	N/A	%	5.00%	\$364,218.75
	Subtotal				\$7,648,593.75
	Estimated Construction Cost	27,500	SF	\$278.13	\$7,648,593.75
Project Costs					
1	Fixtures, Furnishings & Equipment (FF&E of finished space)	N/A	%	5.00%	\$382,429.69
2	Site and Construction Testing	N/A	%	0.50%	\$38,242.97
3	Misc. Fees	N/A	%	8.00%	\$611,887.50
4	NC Required Building MEP Commissioning	N/A	N/A	0.25%	\$19,121.48
5	Property Acquisition (assume County-owned land)	15	Acres	lump sum est.	\$0.00
	Subtotal				\$1,051,681.64
	TOTAL ESTIMATED PROJECT BUDGET				\$8,700,275.39

MOSELEYARCHITECTS

Combined Jail / LEC First Floor Plan



MOSELEYARCHITECTS

Combined Jail / LEC Budget Estimate

OPINION OF PROBABLE TOTAL PROJECT COST

MOSELEYARCHITECTS
A PROFESSIONAL CORPORATION

Client: Pender County, NC Date: March 4, 2021
Project Name: Pender County New Detention Center Computed By: DRM
Description: 223 Bed Jail and Sheriff's Offices / E911 Checked By: DRM
Project #561250 New Construction - 98,500 SF Sheet Number: 1 of 1

Item No.	Description	Area	Unit	Unit Cost	Total Cost
Construction Costs					
1	New Jail Construction w/ Magistrate	64,700	SF	\$325.00	\$21,027,500.00
2	New Jail Construction - Fenced Vehicle Sailyport and Canop	2,000	SF	\$100.00	\$200,000.00
3	New Jail Construction - Recreation Yards	4,300	SF	\$275.00	\$1,182,500.00
4	New Sheriff's Law Enforcement and E911 Facility	22,500	SF	\$225.00	\$5,062,500.00
5	New Sheriff's Logistics Equipment Warehouse	5,000	SF	\$125.00	\$625,000.00
6	New Radio Tower	N/A	N/A	lump sum est.	\$250,000.00
7	Site Development	N/A	N/A	lump sum est.	\$3,000,000.00
8	Construction / Design Contingency	N/A	%	5.00%	\$1,567,375.00
9	Cost Escalation Contingency (12 months)	N/A	%	5.00%	\$1,645,743.75
	Subtotal				\$34,560,618.75
	Estimated Construction Cost - Building and Sitework	98,500	SF	\$350.87	\$34,560,618.75
Misc. Project Costs					
1	Fixtures, Furnishings & Equipment (FF&E of finished space)	N/A	%	3.00%	\$1,036,818.56
2	Site and Construction Testing	N/A	%	0.50%	\$172,803.09
3	Misc. Fees / Costs	N/A	%	8.00%	\$2,764,849.50
4	Operations and Transition Services	N/A	N/A	lump sum est.	\$50,000.00
5	NC Required Building MEP Commissioning	N/A	%	0.25%	\$86,401.55
	Subtotal				\$4,110,872.70
	TOTAL ESTIMATED PROJECT BUDGET				\$38,671,491.45
Notes:					
Housing units to consist of:					
5 - 39 bed housing units					
1 - 20 bed maximum security unit (expandable to 39 beds)					
1- 8 bed administrative management unit					

MOSELEYARCHITECTS

Design Schedule

Complete Schematic Design – 3 months

Complete Design Development – 3 months

Complete Construction Documents – 4.5 months

Local / State Approvals – 1.5 months

Bidding and Award – 2 months

Construction Duration – 20 to 22 months

Closeout / Training / Transition – 2 months

TOTAL TIME-FRAME FROM NOTICE TO PROCEED TO FULL OCCUPATION: 36 - 38 MONTHS

MOSELEYARCHITECTS

Conceptual Rendering



Thank You

for this opportunity to meet with you and present
the Pender County Law Enforcement Center Study Update

MOSELEYARCHITECTS

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action Id. SAW-2020-01223 County: Pender U.S.G.S. Quad: NC- Burgaw

NOTIFICATION OF JURISDICTIONAL DETERMINATION

Requestor: Pender County Health and Human Services
Carolyn Moser
Address: 805 South Walker Avenue
Burgaw, North Carolina 28425
Telephone Number: 910.259.1200
E-mail: cmo@pendercountync.gov

Size (acres) 17.75
Nearest Waterway Burgaw Creek
USGS HUC 03030007

Nearest Town Burgaw
River Basin Cape Fear
Coordinates Latitude: 34.54250
Longitude: -77.91769

Location description: The project area is located south of South Walker Street and east of South Dickerson Street in Burgaw, Pender County, North Carolina.

Indicate Which of the Following Apply:

A. Preliminary Determination

- ☐ There appear to be **waters, including wetlands** on the above described project area/property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). The **waters, including wetlands** have been delineated, and the delineation has been verified by the Corps to be sufficiently accurate and reliable. The approximate boundaries of these waters are shown on the enclosed delineation map dated DATE. Therefore this preliminary jurisdiction determination may be used in the permit evaluation process, including determining compensatory mitigation. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction.
- ☐ There appear to be **waters, including wetlands** on the above described project area/property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). However, since the **waters, including wetlands** have not been properly delineated, this preliminary jurisdiction determination may not be used in the permit evaluation process. Without a verified wetland delineation, this preliminary determination is merely an effective presumption of CWA/RHA jurisdiction over all of the **waters, including wetlands** at the project area, which is not sufficiently accurate and reliable to support an enforceable permit decision. We recommend that you have the **waters, including wetlands** on your project area/property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

B. Approved Determination

- ☐ There are Navigable Waters of the United States within the above described project area/property subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- ☒ There are **waters, including wetlands** on the above described project area/property subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- ☐ We recommend you have the **waters, including wetlands** on your project area/property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.
- ☒ The **waters, including wetlands** on your project area/property have been delineated and the delineation has been verified by the Corps. The approximate boundaries of these waters are shown on the enclosed delineation map dated 12/15/2020.

SAW-2020-01223

- ☐ The **waters, including wetlands** have been delineated and surveyed and are accurately depicted on the plat signed by the Corps Regulatory Official identified below on **DATE**. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- ☐ There are no waters of the U.S., to include wetlands, present on the above described project area/property which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- ☒ The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in **Wilmington, NC, at (910) 796-7215** to determine their requirements.

Placement of dredged or fill material within waters of the US, including wetlands, without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act (33 USC § 1311). Placement of dredged or fill material, construction or placement of structures, or work within navigable waters of the United States without a Department of the Army permit may constitute a violation of Sections 9 and/or 10 of the Rivers and Harbors Act (33 USC § 401 and/or 403). If you have any questions regarding this determination and/or the Corps regulatory program, please contact **Emily Greer** at **910.251.4567** or **emily.c.greer@usace.army.mil**.

C. Basis For Determination: Basis For Determination: See the approved jurisdictional determination form dated 01/05/2020.

D. Remarks: None.

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

F. Appeals Information (This information applies only to approved jurisdictional determinations as indicated in B. above)

This correspondence constitutes an approved jurisdictional determination for the above described site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Phillip Shannin, Review Officer
60 Forsyth Street SW, Room 10M15
Atlanta, Georgia 30303-8801

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **03/05/2020**.

****It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.****

Corps Regulatory Official: **5325300** **GREER.EMILY.C.138** Digitally signed by
GREER.EMILY.C.1385325300
Date: 2021.01.05 16:22:48 -05'00'

Date of JD: **01/05/2020** Expiration Date of JD: **01/03/2025**

SAW-2020-01223

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Copy furnished:

Agent: **Sepi, Inc.**
David Moose
E-mail: **DMoose@sepiinc.com**

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL		
Applicant: Pender County Health and Human Services, Carolyn Moser	File Number: SAW-2020-01223	Date: 01/05/2020
Attached is:		See Section below
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL	C
☒	APPROVED JURISDICTIONAL DETERMINATION	D
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	E
SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at or http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx or the Corps regulations at 33 CFR Part 331.		
A: INITIAL PROFFERED PERMIT: You may accept or object to the permit. • ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit. • OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.		
B: PROFFERED PERMIT: You may accept or appeal the permit • ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit. • APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.		
C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.		
D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information. • ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD. • APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form must be received by the division engineer within 60 days of the date of this notice.		

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

District Engineer, Wilmington Regulatory Division
Attn: Emily Greer
Wilmington Regulatory Office
U.S Army Corps of Engineers
69 Darlington Avenue
Wilmington, North Carolina 28403

If you only have questions regarding the appeal process you may also contact:

Mr. Phillip Shannin, Administrative Appeal Review Officer
CESAD-PDO
U.S. Army Corps of Engineers, South Atlantic Division
60 Forsyth Street, Room 10M15
Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
----------------------------------	-------	-------------------

For appeals on Initial Proffered Permits send this form to:

District Engineer, Wilmington Regulatory Division, Attn: Emily Greer, 69 Darlington Avenue, Wilmington, North Carolina 28403

For Permit denials, Proffered Permits and Approved Jurisdictional Determinations send this form to:

Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Phillip Shannin, Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801
Phone: (404) 562-5137



U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 05-JAN-2021

ORM Number: SAW-2020-01223

Associated JDs: NA

Review Area Location¹:

State/Territory: NC City: Burgaw County/Parish/Borough: Pender County

Center Coordinates of Review Area: Latitude 34.5425 Longitude -77.9176

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A or describe rationale.
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in section II.B).
- ☒ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)²

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A	N/A	N/A	N/A

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters)³

(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination
N/A	N/A	N/A	N/A

Tributaries ((a)(2) waters):

(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination
Tributary 3	397 feet	(a)(2) Intermittent tributary contributes surface water flow directly or indirectly to an (a)(1) water in a typical year	Mapped soils are Grantham loam which is an all hydric soil. Tributary flow path: Tributary 3 to Tributary 4. See Tributary 4 discussion for offsite flow path to TNW. Tributary 3 was observed to have intermittent flow during multiple site visits during wetter than normal and normal conditions in June and November 2020, respectively. The feature was excavated in hydric soils and has an observable OHWM through its onsite reach. These data in conjunction with the below typical year data support the determination that Tributary 3 contributes intermittent surface flow to an a(1) water

¹ Map(s)/Figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

			during a typical year.
Tributary 4	951 feet	(a)(2) Intermittent tributary contributes surface water flow directly or indirectly to an (a)(1) water in a typical year	Mapped soils are Grantham loam, an all hydric soil. Tributary 4 was observed to have intermittent flow during multiple site visits under wetter than normal and normal conditions in June and November 2020, respectively. The tributary also exhibits an OHWM within the onsite reach. Tributary 4 appears to flow north from the site, pass under a culvert to a ditch, then into Little Burgaw Creek. Little Burgaw Creek flows into Burgaw Creek, then into the Northeast Cape Fear River, which is a TNW as determined by the Wilmington District and is approximately 5 miles from the site. These data in conjunction with typical year data referenced below support a determination that Tributary 4 contributes intermittent surface flow to an (a)(1) water in a typical year.

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):

(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination
N/A	N/A	N/A	N/A

Adjacent wetlands ((a)(4) waters):

(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination
Tributary 1	410 feet	(a)(4) Wetland abuts an (a)(1)-(a)(3) water	The feature meets the three wetland parameters and is linear in dimension. The wetland abuts Tributary 4 at one or more points; therefore, the wetland is adjacent.
Tributary 2	45.03 feet	(a)(4) Wetland abuts an (a)(1)-(a)(3) water	The feature meets the three wetland parameters and is linear in dimension. The wetland abuts Tributary 4 at one or more points; therefore, the wetland is adjacent.
Wetland WB	0.53 acres	(a)(4) Wetland abuts an (a)(1)-(a)(3) water	The feature meets the three wetland parameters and is linear in dimension. The wetland abuts Tributary 4 at one or more points; therefore, the wetland is adjacent.

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12))⁴:

Exclusion Name	Exclusion Size	Exclusion ⁵	Rationale for Exclusion Determination
Adjacent Wetland WA	0.63 acres	(b)(1) Non-adjacent wetland	The wetland does not: 1. abut a water identified in 33 CFR 328.3 (a)(1), (2), or (3); nor 2. appear to be inundated by flooding from a water identified in 33 CFR 328.3 (a)(1), (2), or (3) in a typical year. The wetland is not: 3. physically separated from a water identified in 33 CFR 328.3 (a)(1), (2), or (3) only by a natural berm, bank, dune, or similar natural feature; nor 4. physically separated from a water identified in 33 CFR 328.3 (a)(1), (2), or (3) only by an artificial dike, barrier, or similar artificial structure that allows for a direct hydrologic surface connection between the

¹ Map(s)/Figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

			wetland and the (a)(1), (2), or (3) water in a typical year; therefore, the wetland is not adjacent. ¹
Ditch 1	200 feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1)	Mapped soil type in the area of the feature is Grantham loam, which is a hydric soil. Although hydric soils are present, the man-made feature did not appear to: 1. meet wetland criteria under 328.3(c)(16) throughout its length; 2. be constructed in an adjacent wetland or a tributary; 3. be a relocated tributary; or 4. extend the OHWM of an (a)(1), (2), or (3) water. Additionally, the presence of observable flow only in direct response to a rain event and the lack of a continuous OHWM indicate less than intermittent flow. In addition to the above, a review of available data referenced below, including field observations, supports a determination of exclusion from NWPR jurisdiction.
Ditch 2	312 feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1)	Mapped soil type in the area of the feature is Grantham loam, which is a hydric soil. Although hydric soils are present, the man-made feature did not appear to: 1. meet wetland criteria under 328.3(c)(16) throughout its length; 2. be constructed in an adjacent wetland or a tributary; 3. be a relocated tributary; or 4. extend the OHWM of an (a)(1), (2), or (3) water. Additionally, the presence of observable flow only in direct response to a rain event and the lack of a continuous OHWM indicate less than intermittent flow. In addition to the above, a review of available data referenced below, including field observations, supports a determination of exclusion from NWPR jurisdiction.
Ditch 3	911 feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1)	Mapped soil type in the area of the feature is Grantham loam, which is a hydric soil. Although hydric soils are present, the man-made feature did not appear to: 1. meet wetland criteria under 328.3(c)(16) throughout its length; 2. be constructed in an adjacent wetland or a tributary; 3. be a relocated tributary; or 4. extend the OHWM of an (a)(1), (2), or (3) water. Additionally, the presence of observable flow only in direct response to a rain event and the lack of a continuous OHWM indicate less than intermittent flow. In addition to the above, a review of available data referenced below, including field observations, supports a determination of exclusion from NWPR jurisdiction.
Pond	0.19 acres	(b)(8) Artificial lake/pond constructed or excavated in upland	Mapped soil type in the area of the feature is Grantham loam, which is a hydric soil. Although hydric soils are

¹ Map(s)/Figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

		or a non-jurisdictional water, so long as the artificial lake or pond is not an impoundment of a jurisdictional water that meets (c)(6)	present, the man-made feature: 1. is not an impoundment of jurisdictional waters; and 2. does not contribute flow directly or indirectly to an (a)(1) water in a typical year; therefore, the pond is excluded from NWPR jurisdiction.
--	--	---	--

III. SUPPORTING INFORMATION

A. **Select/enter all resources** that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

☒ Information submitted by, or on behalf of, the applicant/consultant: *Pender Count Health and Human Services Jurisdictional Determination Request dated 13 July 2020, revised 17 December 2020.*

This information is sufficient for purposes of this AJD.

Rationale: *N/A or describe rationale for insufficiency (including partial insufficiency).*

Data sheets prepared by the Corps: *Title(s) and/or date(s).*

☒ Photographs: *Site photos dated 15 December 2020*

☒ Corps Site visit(s) conducted on: *Date(s). 3 November 2020*

☒ Previous Jurisdictional Determinations (AJDs or PJDs): *ORM Number(s) and date(s).*

☒ Antecedent Precipitation Tool: *provide detailed discussion in Section III.B*

☒ USDA NRCS Soil Survey: *NRCS Web Soil Survey*

☒ USFWS NWI maps: *USFWS Web Soil Survey*

☒ USGS topographic maps: *Burgaw, NC*

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
NOAA Sources	N/A.
USACE Sources	SAW Regulatory GIS Viewer, Current
State/Local/Tribal Sources	N/A.
Other Sources	LiDAR, Current

B. **Typical year assessment(s):**

Point-in-time data for the below dates and the selected geographic area (site) were determined to be appropriate for this analysis based on the ability to compare current and past site conditions using observational and quantitative data under normal conditions. Furthermore, it was determined that these data provide enough information captured in various climatic conditions over an appropriate scope of time in order to support all determinations made above.

¹ Map(s)/Figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

ARD for June 29, 2020, (Consultant's site visit) reflect wetter than normal conditions specifically occurring in May and June. The 30th/70th percentile for April 30-June 29 ranges from 2.4-6.2" with an observed 9.7" of rainfall occurring in May. Conversely, ARD for November 3, 2020, (Corps site visit) reflect normal conditions at the site. The 30th/70th percentile for September 4-November 3 ranges from 2.5-9.6" with an observed 8.7" of rainfall occurring in October.

C. Additional comments to support AJD: NA.

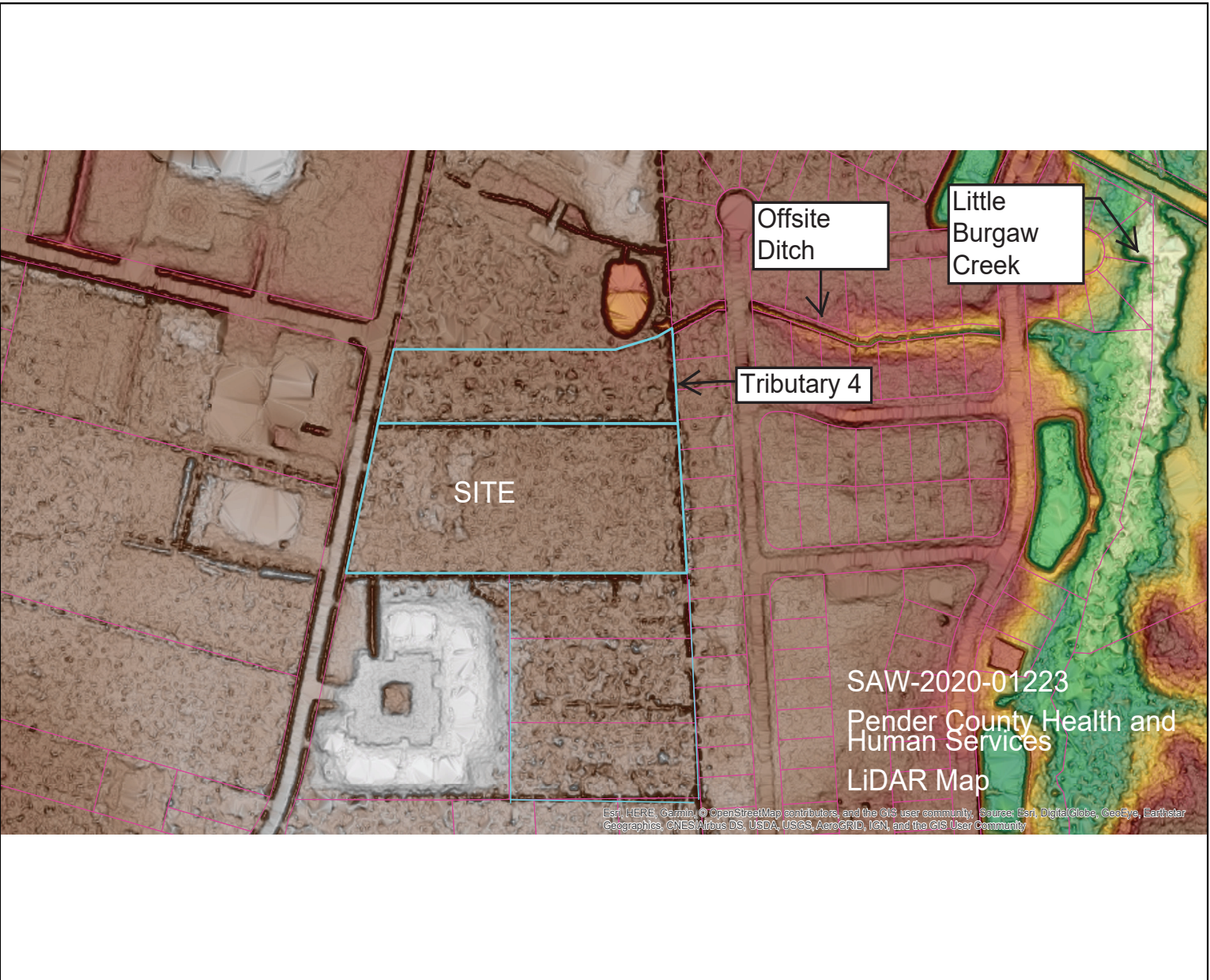
¹ Map(s)/Figure(s) are attached to the AJD provided to the requestor.

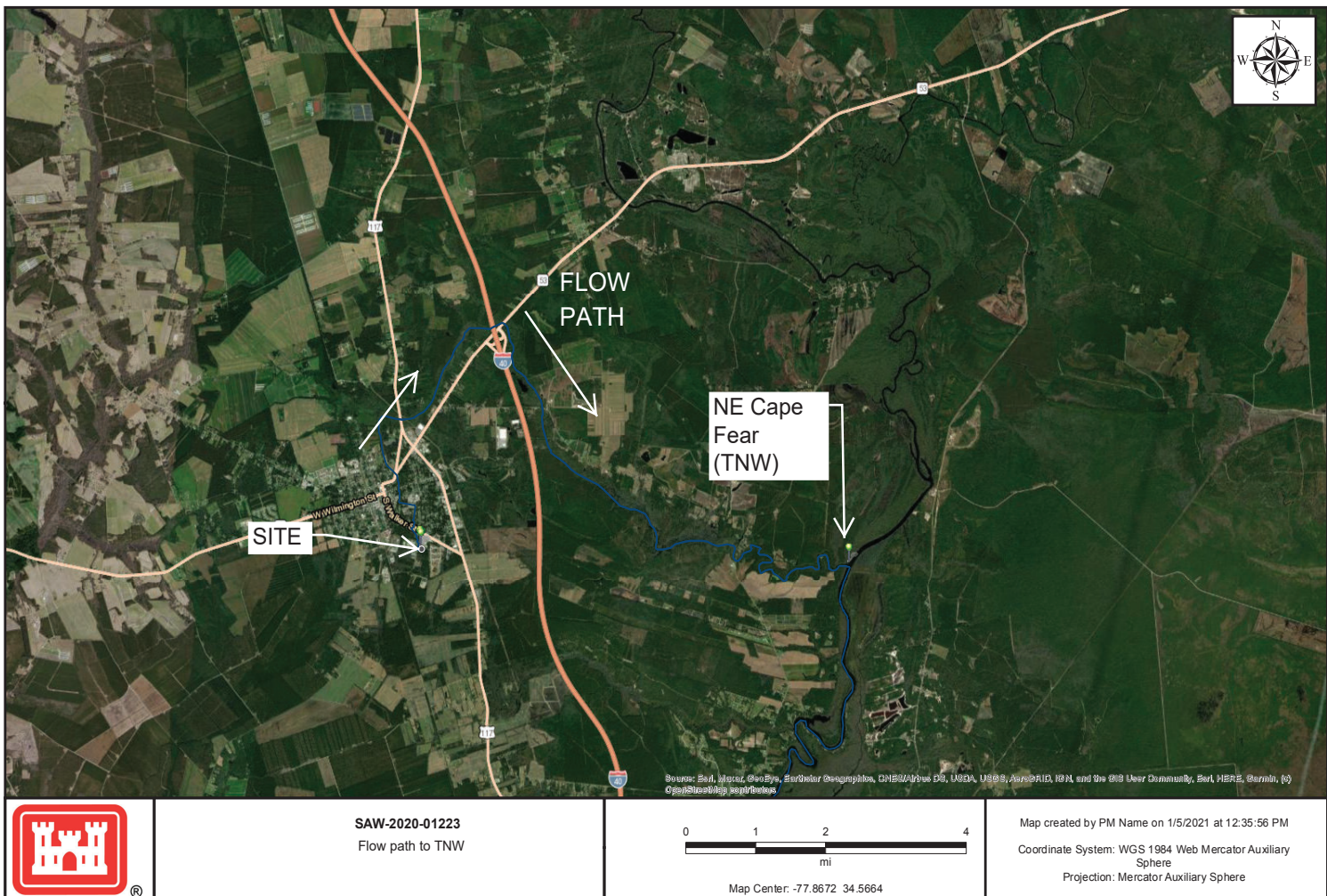
² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

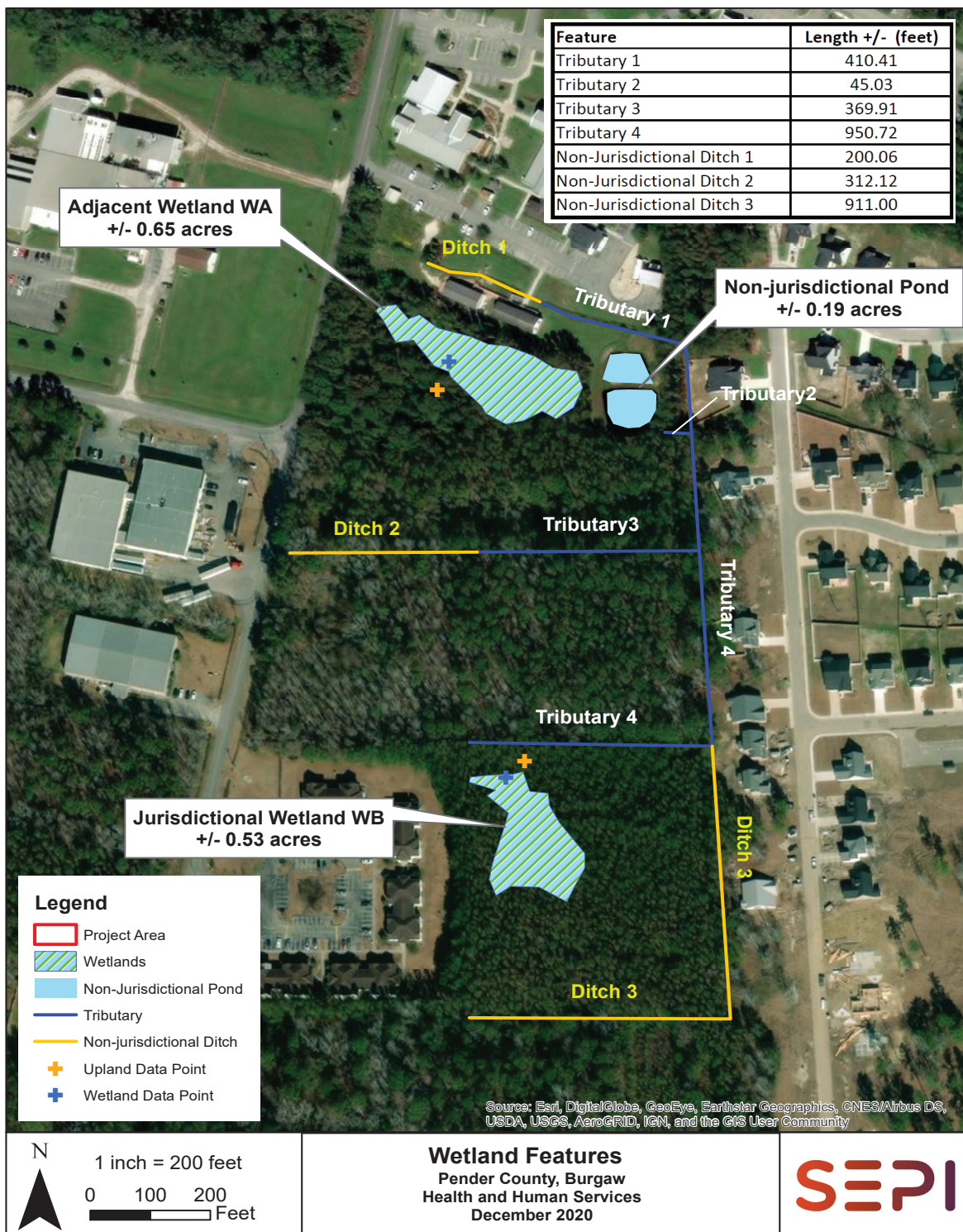
³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.









Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Melissa Long
DATE: April 6, 2021
SUBJECT: Proclamation of Pender County Designating April 2021 as North Carolina 811 Safe Digging Month.

SUMMARY:

Howard Corey, Education Liaison with the North Carolina 811 contacted our office on March 5 requesting that the Board of Commissioner adopt the attached proclamation designating April 2021 as North Carolina 811 Safe Digging Month in Pender County.

The North Carolina One Call System (NC811), a utility notification and education center that celebrates its 43rd year of service to the citizens of North Carolina, is a vital part of preventing damages and injuries when excavating. This vital notification service started in 1978 reaching 2.1 million locate requests from excavators to homeowners in 2020. North Carolina law requires that anyone engaging in demolition or excavation activities contact NC811 at least three days prior to beginning the work by calling or clicking 811.

ACTION REQUESTED:

To consider approving the attached proclamation which designates April 2021 as North Carolina 811 Safe Digging Month in Pender County.



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

**PROCLAMATION OF PENDER COUNTY DESIGNATING APRIL 2021 AS
NORTH CAROLINA 811 SAFE DIGGING MONTH**

WHEREAS, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the public, environmental impact, and loss of utility services to the citizens of North Carolina; and

WHEREAS North Carolina 811, a utility service notification center and leader in education celebrates its 43rd year of continuous service to the State, is key to preventing injuries and damages when excavating; and

WHEREAS this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions, and protecting the environment; and

WHEREAS this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

WHEREAS in 2020, the North Carolina one call system received 2.1 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

NOW, THEREFORE, BE IT RESOLVED, That Pender County has designated the month of April 2021 as "North Carolina 811 Safe Digging Month" to encourage all excavators and homeowners of Pender County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, for safe digging is no accident, and that more information may be obtained by visiting www.nc811.org.

Adopted this the 6th day of April 2021.

George R. Brown, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Long
Clerk to the Board
Page 2 of 2



Pender County

TO: Board of County Commissioners
FROM: Justian Pound
DATE: April 6, 2021
SUBJECT: Approval of Tax Releases and Refunds

SUMMARY:

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

ACTION REQUESTED:

Staff requests that the board approves the attached list of releases and refunds for March 2021.



Pender County

Request For Board Action

DATE OF MEETING: April 6, 2021

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

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2019	FERRANTE, MICHAEL JOSEPH	210074670	169.88	SOLD
2019	KILLINGSWORTH, GREGORY	207985584	330.82	SOLD
2020	LACEY, WILLIAM DAVID	209589267	408.68	SOLD
2019	LAURIA, MARJORIE MAY	208831485	112.19	OUT OF STATE
2020	LYNCH, TIMOTHY K	208576437	438.06	MILTRY EXEMPT
2020	MATHEWS, PATSY ROSE	280628412	124.10	SITUS
2019	MERRIMAN, WAYNE DENNIS	207001551	296.71	SOLD
2020	MILAM, JUSTIN STUART	210471783	349.08	SOLD
2019	MILAM, JUSTIN STUART	280629036	127.60	SITUS
2019	NAKATA, CHAD RICHARD	209817204	778.09	MILTRY EXEMPT
2020	OLD, THOMAS LEIGH	207002004	167.64	OUT OF STATE
2019	ONSLOW COUNTY TAX OFFICE	207618903	783.04	LISTING CRCT
2019	ONSLOW COUNTY TAX OFFICE	207618909	173.33	LISTING CRCT
2019	ONSLOW COUNTY TAX OFFICE	207618906	493.24	LISTING CRCT
2020	ONSLOW COUNTY TAX OFFICE	207618900	521.99	LISTING CRCT
2020	REISS, JACQUELINE ROSE	210789426	123.04	MILTRY EXEMPT
2019	ROYCROFT, CHERYL ANN	208708047	246.82	SOLD
2019	ROYCROFT, JAMES EDWARD	208708080	179.20	SOLD
2019	SWOOPPE, SCOTT CHARLES	209817696	219.89	OUT OF STATE
2020	SWOOPPE, SCOTT CHARLES	209817690	115.16	OUT OF STATE
2020	TUCKER-SLOAN, MARY SWANNER	208105677	108.90	SOLD
2020	WATSON, SUSAN PEEDIN	211026477	266.74	SOLD
2020	ZEUNEN, RONALD ALAN	209407140	145.20	SOLD

TOTAL REFUNDS OVER \$100 \$6,679.40

RELEASES UNDER \$100

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

NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	AYCOCK, JACOB WESLEY III	280897304	36.89	SITUS
2019	AYCOCK, ROBERT HOUSE	209987373	9.27	SOLD
2019	AYCOCK, ROBERT HOUSE	209987370	22.80	SOLD
2020	AYCOCK, ROBERT HOUSE	207109500	9.56	AJSTD VALUE
2019	BAKER, ALTON LWAYNE	207204279	58.56	SOLD
2020	BARNHILL, KENNETH FRANKLIN	207617715	57.34	SOLD
2019	BOISE, CHARLES MATTHEW	209987487	20.21	SOLD
2019	BROWN, QUASHEDA MARQUIS	276387968	68.41	SITUS
2018	BROWN, QUASHEDA MARQUIS	276387980	71.89	SITUS
2017	BROWN, QUASHEDA MARQUIS	276387988	26.78	SITUS
2015	BROWN, QUASHEDA MARQUIS	276387996	21.77	SITUS
2019	CAMERON, ANN CRABTREE	209901735	19.16	OUT OF STATE
2020	CHAPMAN, JASON DARRELLE	281367704	13.30	SITUS
2019	DEAVER, HOLLY LAUREN	207620037	54.32	DESTROYED
2020	DIAZ, YANET	208831509	20.88	ADJSTD VALUE
2020	DOWNEY, DOUGLAS ALLEN	210282567	25.01	SOLD
2019	DURAN, SANTOS EDUARDO	209308161	4.47	SOLD
2019	DYSON, MICHAEL ANDREW	209407467	28.49	SOLD
2019	ELLIS, JACOB MICHAEL	211182123	7.78	SOLD
2019	ELLIS, LARRY MICHAEL	211181970	7.78	SOLD
2019	ESTATE OF BRADFORD JAY LAKE	210789957	36.26	SOLD
2019	FARNITANO, WENDY ANN	207204330	42.87	SOLD
2020	FARREN, WILLIAM BRANDON	278102768	20.61	SITUS
2019	FARROW, DAVID LEE JR	209307564	79.06	SOLD
2019	GARRISON, ROOSEVELT	208708551	36.81	SOLD
2019	GNADT, WILLIAM JOHN	208103820	2.78	SOLD
2020	GOUGH, DANIEL THOMAS JR	208464597	15.15	SOLD
2020	GOULD, LORI GRUNTORAD	209710161	48.45	SOLD
2019	HAMILTON, RONALD ALAN	207109476	24.79	SOLD
2020	HARDING, MARC RICHARD	206874009	36.30	ADJSTD VALUE
2019	HUTCHISON, KELLIE WITTE	206874390	49.53	SOLD
2020	JACOBS, MARK CHARLES	208708173	31.09	SITUS
2020	JENNINGS, SCOTT JOEL	207618399	57.94	ADJSTD VALUE
2020	JEWELL, CHARLES DOUGLAS II	207410031	50.72	ADJSTD VALUE
2020	JOHNSON, RUSSELL ELLIS	211026744	10.45	SOLD
2020	KANE, GREGORY JOHN	281575852	19.18	SITUS
2019	KEEFER, KELLY ULECKI	207619284	20.08	DESTROYED
2019	KEENAN, JODI ANN	209709852	43.77	SOLD
2020	KELLEHER, DONALD LIAM	276687644	24.18	SITUS
2020	KENNEWAY, MICHAEL JOSEPH	209184069	29.98	SOLD
2020	KING, KEITH JACKSON	209710527	73.11	SOLD
2019	LAURIA, ANTHONY JOSEPH	208831479	43.48	OUT OF STATE
2019	LAURIA, ANTHONY JOSEPH	208831497	84.61	OUT OF STATE
2019	LEE, FRANCIS DIANE GRIFFIN	207409530	6.93	DESTROYED
2020	MACDOUGALL, KIMBERLY ANNE	278912564	41.92	SITUS
2020	MALDONADO ALEMAN, GIBSON	280707856	88.65	SITUS
2020	MALYJ, JAMES GENIO	208104258	58.48	OUT OF STATE
2019	MARTINEZ, IRENE CRUZ	209308179	6.33	SOLD
2018	MASON, DAVID GLENN	208104270	18.61	SOLD
2020	MATTLIN, DIANE FRANCINE	207109266	43.04	SOLD

2020	MATTHEWS, JAMES LINEBERRY	209709864	25.92	SOLD
2019	MCFADDEN, STEVEN SCOTT	207618840	47.89	SOLD
2019	MCNALLY, VICTORIA LEIGH	207409119	32.37	SOLD
2019	MELLUSO, BARBARA ANN	208104108	22.80	DESTROYED
2019	MORGAN, SUSAN NEWKERK	206873832	25.60	SOLD
2019	MUELLER, CYNTHIA FATIMA	207516618	21.64	OUT OF STATE
2020	NOFFSINGER, SHARON JOY	210380226	24.22	SOLD
2020	NUNES, NATASHA MARIE	278912560	17.35	SITUS
2019	OGLESBY, MAE WEST	207410010	10.05	DESTROYED
2020	PARKER, LEWIS BLANE	278441452	33.32	SITUS
2020	R TIM POWELL DDS PA	207516108	92.59	SOLD
2019	RAMIREZ, BAUTISTA ROCIO	208831416	12.95	SOLD
2020	REISS, DANIEL J	210531030	38.13	MILTRY EXEMPT
2020	REISS, DANIEL J	210672984	46.37	MILTRY EXEMPT
2020	REISS, DANIEL WESLEY	210789423	90.90	MILTRY EXEMPT
2020	SANABRIA, KRISTEN SMITH	209817132	13.94	DESTROYED
2020	SCHMID CORPORATION	208831107	57.99	SOLD
2020	STIREWALT, JASON ANTHONY	209502291	8.82	SOLD
2020	TOEDT, JANET PETTET	210282405	5.10	SOLD
2019	TRIPLE T PARTS AND EQUIPMENT	208576560	62.33	SOLD
2020	WOLF, CHRISTOPH ROGER	209407269	30.06	SOLD
2019	WORTHINGTON, FONDA H	206874405	32.11	SOLD

TOTAL REFUNDS UNDER \$100	\$2,482.28
---------------------------	------------

TOTAL OF ALL RELEASES	NONE
-----------------------	------

TOTAL OF ALL REFUNDS	\$9,161.68
----------------------	------------



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: April 6, 2021

SUBJECT: Approve Change Order for Kiwanis Park Well Driveway for the Hampstead/Scotts Hill Well Project, Budget Amendment, and Associated Purchase Order.

SUMMARY:

The addition of a separate driveway is needed for the Kiwanis Well. The current access point crosses a walking path and gated area that makes chemical deliveries difficult and likely to cause damage to park facilities. We have received a driveway permit from NCDOT to add a driveway on Country Club Drive exclusively for the well facility. This access will be gated and locked to prevent public access. The proposed driveway will be a much more direct access for chemical deliveries and operation/maintenance/repair traffic.

The additional cost for completion of the driveway is \$24,594. A portion of the driveway work is being completed with funds that were originally allocated as a project allowance. The amount requested in this change order is additional funding outside the allowance amount. The driveway cost is significant due to NCDOT and drainage requirements. Driveway includes 72 feet of 30" reinforced concrete pipe, paved apron at Country Club Road, 15 feet wide metal gate with 110 feet of fence/railing (to allow space for vehicles to get off the road and unlock the gate), woven road fabric, and 8" of stone.

In addition, some time additions are included in the change order, due to this and other additions to the project within the provided allowance. 49 days are to be added to the contract. The allowance was included in the project due to the fast-track design/construction of the project, to enable potential revisions needed to keep the project moving.

Funds were originally included in a project contingency, but did not get allotted properly to make them available to the project. Therefore, a budget amendment is needed from the utilities enterprise fund balance. Since the Board previously approved the current

construction purchase order (# 81) and this change order amount is over the threshold, Board approval is needed for the PO amount increase.

ACTION REQUESTED:

Approve change order # 1 for the Hampstead/Scott's Hill Well project and associated Budget Amendment and Purchase Order Revision

ATTACHMENTS:

Formal Change Order # 1

Contract Allowance Expenditure Document

Request for Change Proposal # 3 (includes NCDOT driveway permit and attachments)

Change Order Form #3-B with cost breakdown

Budget Ordinance Amendment form

Change Order No. 1

Date of Issuance: March 18, 2021	Effective Date: April 7, 2021
Owner: Pender County Utilities	Owner's Contract No.:
Contractor: Water and Waste Systems	Contractor's Project No.:
Engineer: McKim & Creed, Inc.	Engineer's Project No.: 00542-0079
Project: Hampstead/Scott's Hill Well Project	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Contract cost is hereby amended to include the cost associated with Part B of Item 3 (CO 3B) as described in the attachment. The work associated with C0 3/RCP 3 provides a drive way access to the Kiwanis Well site off Country Club Rd. Part 3A of the work was paid for under the Allowance included in the original contract. Contract time is amended to include that additional time requested in the Allowance Expenditure Letter dated March 18, 2021 and that time requested in CO 3B.

Attachments: Allowance Expenditure Letter dated March 18, 2021, RCP 3 dated March 4, 2021 and Change Order 3B from Contractor dated March 17, 2021

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,305,000.00</u>	Original Contract Times: Substantial Completion: <u>210</u> Ready for Final Payment: <u>240</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price prior to this Change Order: \$ <u>1,305,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>210</u> Ready for Final Payment: <u>240</u> days or dates
Increase of this Change Order: \$ <u>24,954.00</u>	Increase of this Change Order: Substantial Completion: <u>259</u> Ready for Final Payment: <u>289</u> (increase of 49 days) days or dates
Contract Price incorporating this Change Order: \$ <u>1,329,954.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>259</u> Ready for Final Payment: <u>289</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: N/A Date: _____
Title: _____

HAMPSTEAD/SCOTT'S HILL WELL PROJECT

00542-0076 Page 3 of 28

00941 - 1
CHANGE ORDER
APRIL 2021



ENGINEERS

SURVEYORS

PLANNERS

March 18, 2021

M&C 00542-0079

Kenneth Keel PE
Pender County Public Utilities
605 E. Fremont Street
Burgaw, NC 28425

RE: **Hampstead/Scott's Hill Well Project**
Contract Allowance Expenditure Document

Dear Mr. Keel :

The Pender County Utilities Contract Documents for the Hampstead/Scott's Hill Well Project included in the bid form an Owner's Allowance. This allowance was included for the Owner's use only for administering minor changes in the work through the change order process.

To date, there have been five approved changes to the work . Four of the approved changes have been completed. As we approach the end of the contract, these changes need to be billed against the contract through the Owner's Allowance.

Change Items are described below and shown on the attached summary:

Item 1: Change from Chlorine Wafer Mixer to Static Mixer Flow Tube - During review of chlorine wafer style flow mixer shop drawings, it was found that the wafer style would not provide adequate mixing given the upstream and downstream straight pipe lengths provided. These lengths are necessary to create laminar conditions immediately before and after the mixer. Given the compact nature of the piping inside the well house, it was determined that the only alternate that would fit the piping already procured and partially installed was the flow tube style.

Contractor's cost for providing Static Mixer Flow Tubes is \$8,280.00 and is documented in the attachments. Contractor requested the addition of six contract days as part of this change.

243 North Front Street

Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

www.mckimcreed.com

Item 2: Relocation of Potable Water Source, Associated Back Flow Preventer, and Polyphosphate Injection Point w/Associated Piping/Injection Quill- During startup of the Annex well site, DEQ recommended relocating polyphosphate mixing point from the sampling manhole to immediately downstream of the pump. This relocation increased the distance between the finished water sampling point and the point where addition of the polyphosphate would occur thus allowing for better blending and higher sample quality.

In addition, Owner requested the potable water connection inside the well house be relocated to the sample manhole outside as the potable line was considered a tripping hazard were originally located. The backflow preventer for potable water was also relocated outside into a hot box.

Contractor's cost for this work is \$9,598.00 and is documented in the attachments. Contractor requested the addition of twenty contract days as part of this change.

Item 3: Installation of Driveway Access to Kiwanis Well Site off Country Club Road- As result of Parks and Recreation future utilization of the field surrounding the Kiwanis Well Site, Owner directed Engineer to produce drawings for a driveway access to the well site from Country Club Road. Drawings and associated permits were approved and attained from NCDOT. Contractor's cost for providing the complete driveway exceeded the total allowance amount when included with other change costs. Owner therefore reduced the scope of the driveway work to remain under the allowance amount. Scope to be completed as part of the original contract shall include the installation of the RCP culvert, associated grading, and the concrete apron to be cast against the asphalt road which resulted from DOT's review.

Contractor's cost for providing the partial driveway is \$19,567.00 and is documented in the attachments. Contractor has requested the addition of eighteen contract days to complete the work. Work on the access is planned to start the week of March 15th.

Item 4: Addition of Well Head Solenoid Valve with Bypass- During the startup of the temporary Annex well, the Singer valve Representative demonstrated the operation of well head valve. During the presentation, Owner questioned whether the valve could be operated without control power as could be the case should the PLC or other control equipment fail.



Representative indicated that the solenoid valve would need to be provided with a bypass should manual operation be necessary w/o control power.

Contractor's cost for providing solenoid valves with bypass is \$9,634.00 and is documented in the attachments. Note two spare solenoid valves were also provided.

Item 5: Addition of Heavy-Duty Door Closers w/Hold Open Device (Change Order #5)- During the review of the precast building shop drawings, Engineer noted closers were not included. Closers are necessary for this type of structure as doors will be the main point of egress for maintenance and equipment transfer.

Contractor's cost for providing closers is \$1,991.00 and is documented in the attachments.

Item 6: Facilities Power- When each well house reaches substantial completion, by Contract, the power is to be transferred into the Owner's name. As a matter of convenience to the Owner, the power bills to date have remained in the Contractor's name.

Contractor's cost for providing power to date is \$2,687.11 and is documented in the attachments.

In summation, the total cost of all six items will be applied against the Allowance in the Contractor's Application for Payment No. 9 (March 2021).

The additional time requested by Contractor for the items will need to be added to the Contract through the Change Order Process and will be included in Change Order No. 1.

Should you have any questions, pls do not hesitate to contact us.



Change Summary to be Applied Against Allowance

Item No.	Description		Cost	Additional Days
1	Static Mixers		\$8,280.00	6
2	Backflow Relo		\$7,692.34	20
3a	8 inch Access Road		\$19,567.00	18
4	Solenoid Valves		\$9,634.00	0
5	Door Closers		\$1,991.00	0
6	Power Bill 1		\$563.56	
	Power Bill 2		\$2,123.55	
		Total	\$49,851.45	44

Sincerely,

McKIM & CREED, INC.

Stacey Magnus
Senior Construction Administrator

Enclosures:

cc: File 00542-0079.64
File Copy, McKim & Creed, Inc. w/enc





**REQUEST FOR
CHANGE PROPOSAL (RCP)**

To: <u>Water and Waste Systems Const. Inc.</u>	RCP No.: <u>3</u>
<u>14 Apothecary Ct.</u>	Date: <u>March 4, 2021</u>
<u>Garner, NC 27529</u>	Project: <u>Hampstead/Scott's Hill Well Project</u>
Att. <u>Mr. Doug Leonard</u>	Owner: <u>Pender County Utilities</u>

Description of Change: Kiwanis Well Access Road Construction Addition

WRT the work shown on the attached permit drawings, Owner requests pricing to:

Item 3A: Provide and install the culvert, backfill and shape ditch, rough grade, and concrete apron.

Item 3B: Remainder work required to install access as shown.

Provide pricing for each item separately along with additional time necessary to accomplish each.

Attachments: Permit

Pricing:

Provide a detailed cost breakdown for the requested changes in accordance with Contract Requirements.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

Owner/Representative

Cc: Kenny Keel PE PCU
File: M&C 00542-0079-63A



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

December 20, 2020

Division 3
District 1
Pender County

Pender County Utilities
PO BOX 995
Burgaw NC 28425

Subject: Driveway Permit application for access to SR 1566 -- at 111.39 feet
southwest from the intersection of SR 1566 and SR 1738 toward

Attached is the approved copy of the subject Driveway Permit. Please contact The District Engineer's office at 910-467-0500, prior to beginning work.

Please refer to Driveway Permit # P-1323 in all future correspondence with this office concerning this driveway. Should you have any questions, please contact me.

Sincerely,

DocuSigned by:
Daniel R. Cumbo
F7853BE73BC6415...

Daniel R. Cumbo, PE
District Engineer

DC:cgd
Attachment

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
295A WILMINGTON HIGHWAY
JACKSONVILLE, NC 28540

Telephone: (910) 467-0500
Fax: (910) 346-8030
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
295 A WILMINGTON HIGHWAY
JACKSONVILLE, NC 28540

**DIVISION 3, DISTRICT 1 PENDER COUNTY
DRIVEWAY PERMIT RECOMMENDATION**

TO: District 1 Office

FROM: Pender Maintenance

12/20/2020

Driveway Permit #: **P-1323** Associated Encroachment#:

Name of Property Owner (Applicant):

Name of Authorized Agent of Applicant:

Location:

Subdivision/Project:

Is Location within a City Zoning Area? ☐ Was Local Approval Obtained? ☐

Are Roadway Improvements Needed? ☐ Within TIP? ☐ TIP#:

Classification: Kind of Permit:

Type of Driveway Permit:

Handler:

"Other" type of permit:

Driveway Details:

Bond Details:

Entrance Width:

Pipe Size:

Pipe Length:

Installation By:

Type of Bond:

Bond Amount:

Bond Comments:

Comments:

The purpose of this project is to expand Pender County's water supply system with the addition of two (2) large capacity water supply wells. The new water supply wells will supplement the existing system and support growing water demands in the area. Well No. 4 (Kiwanis Well Site) requires the construction of a new driveway to provide site access for operations and maintenance crews.

The County agrees not to release the contractor's bond for a minimum of one year until NCDOT has signed off on and approved the completed work.

District Engineer's Comment

DS



THIS DOCUMENT CONTAINS BLEED-THRU NUMBERING, MICROPRINT SIGNATURE LINE, AND A COLORED BACKGROUND. 

McKIM & CREED
 243 North Front Street
 Wilmington, North Carolina 28401
 910-343-1048

FIRST NATIONAL BANK 60-1809
 433

202796 202796

12/23/2020

PAY *****50.00 DOLLARS AND *****00 CENTS \$ *****50.00

TO THE ORDER OF NC DEPT OF TRANSPORTATION
 * NC US

VOID IF NOT PRESENTED WITHIN 90 DAYS


 J. T. Harvey

MP

⑈ 202796⑈ ⑆043318092⑆ 9513334567⑈



November 2, 2020

**Lantz Lanier, Engineering Technician II
NCDOT Division 3 District 1
295-A Wilmington Highway
Jacksonville, 28540**

**Re: NCDOT Driveway Permit
Pender County Rocky Point/Topsail Water and Sewer District
Hampstead/Scott's Hill Well Project**

Dear Mr. Lanier:

Pender County is in the process of permitting the Hampstead/Scott's Hill Well Project. The County agrees not to release the contractor's bond for a minimum of one year until NCDOT has signed off on and approved the completed work. We understand that in doing so, a separate bond will not be required from the contractor.

Thank you for your assistance with this matter. Please call if you have any questions.

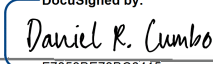
Sincerely,

Kenneth Keel, PE

Pender County Public Utilities Director

Cc: Tony Boahn, Vice President, McKim & Creed

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION	
Driveway Permit No. P-1323	Date of Application 12-20-20	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION	
County: Pender			
Development Name: Hampstead/Scott's Hill Well Project			
LOCATION OF PROPERTY:			
Route/Road: Country Club Drive (SR 1566)			
Exact Distance 111.39	☐ Miles	N	S
	☒ Feet	☐ E	☒ W
From the Intersection of Route No. SR 156 and Route No. SR 1738 Toward SR 1735			
Property Will Be Used For: ☐ Residential /Subdivision ☒ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☒			
Property: is Other ☐ is not within ANY City Zoning Area.EX-1			
AGREEMENT			
- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location. - I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation. - I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT. - I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans. - I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary. - I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction. - I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways". - I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied. - I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel. - I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer. - I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction. - I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction. - I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system. - The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point. - I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees. I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.			
2004-07 NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation TEB 65-04rev. 61-03419			

SIGNATURES OF APPLICANT			
PROPERTY OWNER (APPLICANT)			
COMPANY	Pender County	NAME	Anthony Colon, PCU Asst. Director
SIGNATURE		SIGNATURE	
ADDRESS	605 E. Fremont Street, PO Box 995, Burgaw, NC 28425 Phone No. (910) 253-4305	ADDRESS	PO Box 995 Burgaw, NC 28425
AUTHORIZED AGENT			
COMPANY	McKim and Creed, Inc.	NAME	MORCAN NORVILLE
SIGNATURE		SIGNATURE	
ADDRESS	243 N. Front Street Wilmington, NC 28401 Phone No. (910) 259-0212	ADDRESS	243 N. Front Street Wilmington, NC 28401
APPROVALS			
APPLICATION RECEIVED BY DISTRICT ENGINEER			
SIGNATURE		DATE	
APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)			
SIGNATURE		TITLE	DATE
APPLICATION APPROVED BY NCDOT			
DocuSigned by:  F7853BE73BC6415...		District Engineer	1/19/2021
SIGNATURE		TITLE	DATE
INSPECTION BY NCDOT			
SIGNATURE		TITLE	DATE

Driveway and Street Access Permit Standard Conditions

PERMIT#: P-1323

12-20-2020

- SC 1 The Standard Conditions in this document apply to this and all driveway permits issued by District 1.
- SC 2 A Pre-Construction Meeting is required prior to beginning work. Contact the District Office to schedule.
- SC 3 The Permittee shall follow any and all revisions shown in RED on attached plan(s).
- SC 4 The driveway permit along with all terms and agreements shall be incorporated into any lease or sales agreement.
- SC 5 This driveway permit approval is only valid for the land use type(s) and size(s) as shown on the attached approved permit/plans. Any revision to the land use type(s) or size(s) shall require a revised NCDOT driveway permit.
- SC 6 The driveway(s) access point(s) shall remain as shown on the approved driveway permit/plans. All outparcels and/or lots shall be served internally.
- SC 7 It is a condition of this permit that if/when future development occurs, additional roadway improvements may be required. The type and extent of any future development will determine what roadway improvements are necessary and a revised NCDOT driveway permit will be required.
- SC 8 Permittee shall notify NCDOT for an inspection before covering the pipe and after completion of the driveway. If the installation is not followed by an inspection, the contractor may be required to uncover a sufficient number of pipe joints to ensure compliance.
- SC 9 Driveways shall have a minimum of 6" of ABC and 1-1/2" of S9.5B or S9.5C as appropriate for the location from edge of pavement to the right-of-way line or have a minimum of 6" of concrete from edge of pavement to right-of-way line. (See NCDOT Roadway Standard Drawing #848.02.)
- SC 10 All pipes placed within the NCDOT Right of Way shall be NCDOT approved materials. All joints shall be sealed with mortar or other NCDOT approved material. Backfill compaction shall meet NCDOT Standardized Testing Method.
- SC 11 Refer to "Slope and Drainage Requirements" when grading proposed driveway(s). See attachment for details.
- SC 12 If the approved permit encroaches within the limits of an active construction project the Permittee will be required to coordinate with the NCDOT contractor as well as secure a hold harmless agreement prior to commencing work. If the approved permit encroaches within the limits of project in preconstruction, the Permittee will be required to coordinate with the Department's Project Development Unit to ensure no conflicts are created with the installation.

- SC13 All flagging operations within NCDOT right-of-way require qualified and trained Work Zone Flaggers. Qualified and trained Work Zone Traffic Control Supervisors will be required on significant projects. Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved. For more information, visit <https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx> or contact the NCDOT Work Zone Traffic Control Unit at (919) 814-5000.
- SC 14 No lane closures shall be allowed on State Holidays (day of, day before, and day after) or during Local events.
- SC 15 No lane closures or impediment to traffic shall be allowed on weekends without prior written approval from the District Engineer.
- SC 16 One lane must always be open to traffic; only one lane closure will be allowed in each direction. Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to Police and Fire Stations, fire hydrants and Hospitals.
- SC 17 All roadway signs removed during project work shall be reinstalled immediately after completion of work. All equipment and materials shall be removed from the NCDOT right-of-way when not in use.
- SC 18 Any work requiring personnel or equipment within 5' of the travel lane on an undivided roadway, or 10' of the travel lane, on a divided roadway shall require a lane closure per the latest edition of the MUTCD and the NCDOT Standard Specifications. The more stringent standards shall apply.
- SC 19 Approval is only for work within NCDOT right-of-way. Any construction planned or proposed outside NCDOT right-of-way shall require the permittee to obtain concurrence and/or right-of-way from subject property owner and/or local government. This approval excludes area(s) within Railroad right-of-way and/or Municipal right-of-way which will require separate approval from the Railroad, City or Town. Approval is with the understanding that NCDOT does not guarantee the right-of-way on any road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.
- SC 20 All traffic control, asphalt mixes, structures, construction, workmanship and construction methods, and materials shall be in compliance with the most-recent versions of the following resources: Manual on Uniform Traffic Control Devices, Policy on Street and Driveway Access to North Carolina Highways, Policies and Procedures for Accommodating Utilities on Highway Rights of Way, Subdivision Roads Minimum Construction Standards, NCDOT Standard Specifications for Roads and Structures, NCDOT Roadway Standard Drawings, AASHTO Policy on Geometric Design of Highways and Streets, NCDOT Asphalt Quality Management System manual, and the approved plans.
- SC 21 Prior to beginning work, it is the responsibility of the Permittee to contact the appropriate Utility Companies involved and make arrangements to adjust or relocate any utilities that conflict with the proposed work.

- SC 22 NC 811 services DOES NOT provide locates of traffic signal cables. If the work is located within ½ mile of a signalized intersection, the Permittee shall contact NCDOT Traffic Services at (910) 341-2200 no less than one week prior to beginning work, for the location of all traffic signal and detection cables. Location is required prior to excavation. Cost to replace or repair NCDOT signs, signals or associated equipment shall be the responsibility of the Permittee.
- SC 23 If traffic signal installation or modifications to a traffic signal are required under this permit, a separate traffic agreement is required prior to work. Contact the Division Traffic Engineer or Deputy Division Traffic Engineer at (910) 341-2200.
- SC 24 If pavement markings are required under this permit, the permittee shall have the pavement markings pre-marked, inspected, and approved by NCDOT personnel prior to the placement of final pavement markings. Contact Traffic Services at (910) 341-2200 for pre-marking inspections or field changes.
- SC 25 Centerline pavement markings shall be installed the same day resurfacing is accomplished. All other pavement markings shall be completed within five days of resurfacing.
- SC 26 All concrete or paved channelization islands shall have a 12 inch diameter round or square smooth wall hole drilled, cored, formed, or air-hammered to the subgrade and backfilled with soil placed a minimum of 10 feet from the nose of each end of the island (see Roadway Standard Drawing 904.50), or as directed by the engineer. All sign supports that are to be erected in existing or proposed concrete or paved channelization islands shall meet the same requirements. If necessary, contact Traffic Services at (910) 341-2200 to mark core locations.
- SC 27 Prior to beginning work, if the area of work is within a municipality limit, it is the responsibility of the Permittee to notify the municipal authorities.
- SC 28 The Permittee shall comply with all applicable Federal, State, and local statutes, rules, regulations, and ordinances that may be imposed by other governmental agencies. The Permittee shall obtain all necessary Federal, State, and local environmental permits, including but not limited to, those related to sediment control, storm water, wetlands, streams, endangered species, and historical sites.
- SC 29 All wiring and related work shall conform to the latest edition of the National Electrical Safety Code.
- SC 30 No alteration of the approved plan will be allowed without written approval by NCDOT. All design plan changes proposed by the contractor shall be prepared by the Engineer of Record and submitted by the Owner/Permittee to NCDOT for review to ensure that the Engineer and Owner participate in all construction changes. Field changes constructed without prior written approval by NCDOT will not be accepted by NCDOT during the inspection process.
- SC 31 An executed paper copy of the Driveway Permit and approved plans shall be present at the work site at all times while performing work. NCDOT reserves the right to stop all work unless evidence of approval can be shown. Additionally, NCDOT reserves the right to further limit, restrict, or suspend operations within the right-of-way.

- SC 32 Material shall NOT be unloaded or stockpiled on the roadway at any time without proper lane closure during the project. Work is not permitted when the shoulder material is wet or during adverse weather conditions.
- SC 33 All erosion control devices shall be placed as needed prior to disturbance and maintained throughout the project. All areas disturbed (shoulders, ditches, removed accesses, etc.) shall be graded and seeded within 15 calendar days with an approved NCDOT seed mixture. For disturbance of residential/commercial lawns, vegetation shall be replaced in like kind.
- SC 34 For disturbance of plants, vegetation, trees or plant beds in the NCDOT right-of-way, they shall be replaced with plants, vegetation or trees of like kind or similar shape. Contact the Division Roadside Environmental Engineer at 910-259-4919.
- SC 35 It shall be the responsibility of the property owner or local municipality to maintain any proposed sidewalk that will be placed within the NCDOT Right of Way. It is the responsibility of the Permittee to place the sidewalk and wheelchair ramps per NCDOT standards and the latest edition of the Americans with Disabilities Act.
- SC 36 It shall be unlawful to place any highway obstruction, including a driveway headwall, fence, rural mailbox, newspaper delivery box, or other roadside obstruction, so as to interfere with the traffic or maintenance of the roads and highways of the state highway system. See North Carolina Administrative Code 19A NCAC 2E.0404.
- SC 37 Fire Hydrant(s) shall be placed a maximum of 1 foot from the right-of-way line. (STD. 1515.02 in the NCDOT Roadway Standard Drawings).
- SC 38 The Permittee shall comply with all OSHA requirements and provide a competent person on site to supervise excavation at all times.
- SC 39 The Permittee is responsible for any and all damages caused from project work within the right-of-way, including damage to drainage structures, pavement, vegetation, etc. It shall be the Applicant/Owner's responsibility to repair or replace damaged items/areas to the satisfaction of NCDOT.
- SC 40 Any pavement damaged including settlement of the pavement or damage by equipment used to perform the project work, shall be re-surfaced to the satisfaction of the District Engineer or their representative. This may include the removal of pavement and a 50' mechanical overlay. All temporary and final pavement markings are the responsibility of the Permittee.
- SC 41 Throughout the life of the project, the permittee shall maintain all drop-offs within the work zone such that they do not exceed a maximum of 2". A drop-off behind curb and gutter shall not exceed a maximum of 6". Corrections to drop-offs shall be made the same workday.
- SC 42 All removed curb, driveways, and shoulder areas shall be backfilled at a 6:1 slope or flatter at the end of the days' production.

- SC 43 For all driveway permits with roadway improvements: Upon completion of construction, a certification memo that has been signed and sealed as appropriate under General Statute 89C-16 by a North Carolina Professional Engineer or Registered Land Surveyor shall be submitted to the District Engineer prior to opening the access connection for public use. Supporting documentation shall be attached certifying that improvements for the driveway access(s) meet the approved plan and NCDOT standards. All documentation shall be dated and initialed by the contractor. Verification will include inspection reports, testing reports, or any supporting documentation and calculations. Verification will cover, but is not limited to, subgrade, pavement structure, drainage, and traffic control items.
- SC 44 It shall be unlawful for any person, firm, or corporation to erect, maintain, or operate upon his own land, or the land of another, any farm gate or other gate which, when opened, will project over the right-of-way of any State highway. Proposed gates are required to be located far enough from the edge of pavement so as not to interfere with roadway traffic flow; minimum 100' from the Right of Way. See North Carolina General Statute 136-94.
- SC 45 If this is a Temporary Driveway Permit then it is for temporary access only. All ingress/egress points for permanent access to this property shall be applied for per the Policy on Street and Driveway Access to North Carolina Highways. All Temporary Driveway Permits are for a 6 month period at which an extension will be required or permanent request petitioned.
- SC 46 The applicant / property owner shall be responsible to perform routine maintenance of the driveway(s) to ensure all applicable concrete median islands, traffic signs, pavement markings and reflectors remain in compliance as permitted.

Contact Information

District 1 Office, Jacksonville, 910-467-0500
Onslow County Maintenance Office, Jacksonville, 910-467-0550
Pender County Maintenance Office, Burgaw, 910-259-5413
Division 3 Traffic Engineer, Castle Hayne, 910-341-2200
Division 3 Traffic Services, Castle Hayne, 910-341-2200
Division 3 Roadside Environmental Unit, Burgaw, 910-259-4919.

Driveway and Street Access Permit SPECIAL Provisions

PERMIT#: P-1323

12-20-2020

SP 27 When working inside NCDOT Right of Way, there shall be no lane closures between the hours of 6:00 am - 9:00 am and 4:00 pm - 7:00 pm. No lane closures shall be allowed on State-observed holidays and weekends. Further restrictions may apply upon the District Engineer's discretion.



ENGINEERS

SURVEYORS

PLANNERS

November 10, 2020

M&C 00542-0079 (40)

Applicant:

Pender County Utilities
Kenneth Keel, PE, Pender County Public Utilities Director
kkeel@pendercountync.gov
605 E. Fremont Street, PO Box 995
Burgaw, NC 28425
(910) 259-0212

Engineer:

McKim & Creed, Inc.
Anthony Boahn, PE
tboahn@mckimcreed.com
243 N Front St. Wilmington, NC 28401
910-343-1048

Parcel Number: 4204-81-8064-0000

Project Narrative:

The purpose of this project is to expand Pender County's water supply system with the addition of two (2) large capacity water supply wells. The new water supply wells will supplement the existing system and support growing water demands in the area. Well No. 4 (Kiwanis Well Site) requires the construction of a new driveway to provide site access for operations and maintenance crews. The proposed driveway is located within the SR 1566 (Country Club Drive) NCDOT right-of-way; therefore, a NCDOT Driveway Permit is required.

The project involves the development of approximately 0.24 acres of land. The well site is located on Kiwanis Park property which is owned by County of Pender. The Land use will be for utilities to service the area. The surrounding area is residential.

Please let me know if you have questions or would like to discuss. Thank you for your assistance on this project.

Sincerely,

McKIM & CREED, INC.
Katie Elliott, EI

243 North Front Street
Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

Kenneth Keel, PE, Pender County Public Utilities Director

VERIFICATION OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

(Check Appropriate Box)

- ☐ Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.
- ☒ The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached.
- ☒ All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.)
- ☒ The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: Hampstead/Scott's Hill Well Project

Township: Hampstead County: Pender

Project Engineer: McKim & Creed Phone No.: 910-343-1048

Project Contact: Anthony W. Boehn, PE

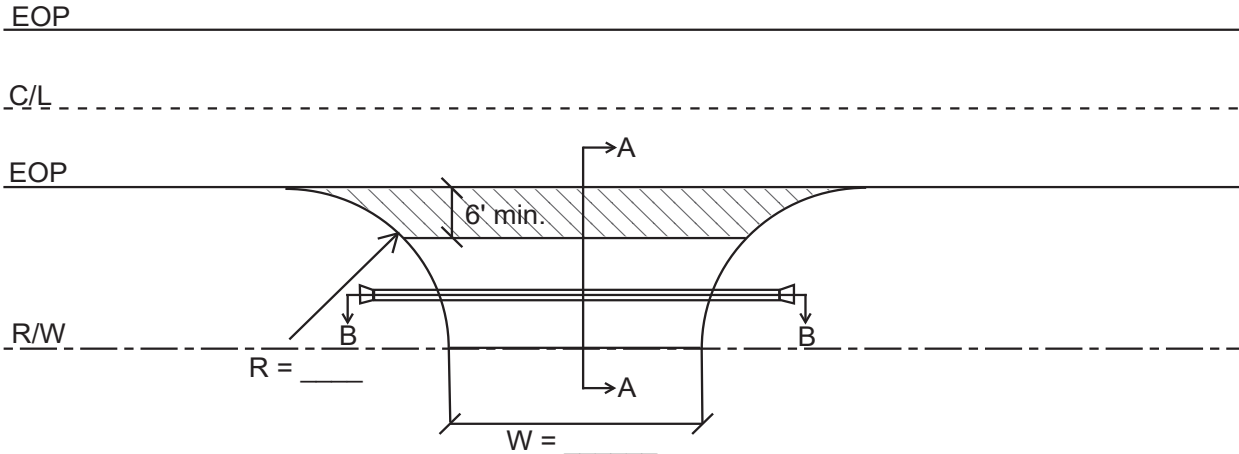
Applicant's Name: Pender County

Date Submitted: 11-13-20

Form VCER-1
June 1, 2006



UTILITY TYPE DRIVEWAY DETAIL (Shoulder Section)



W = variable (12' min. - 36' max.)

R = 20' min.

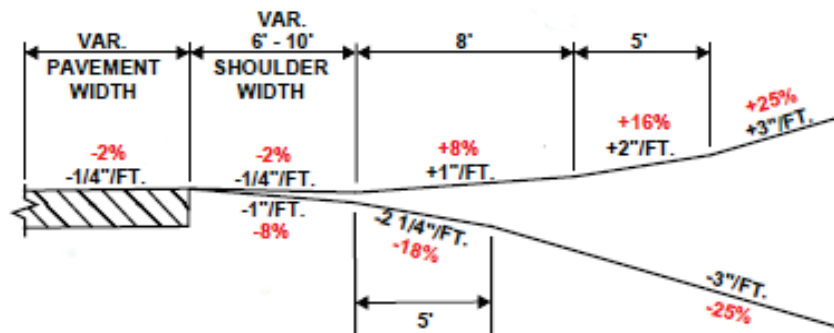
A larger radius may be necessary to accommodate trucks or other large design vehicles



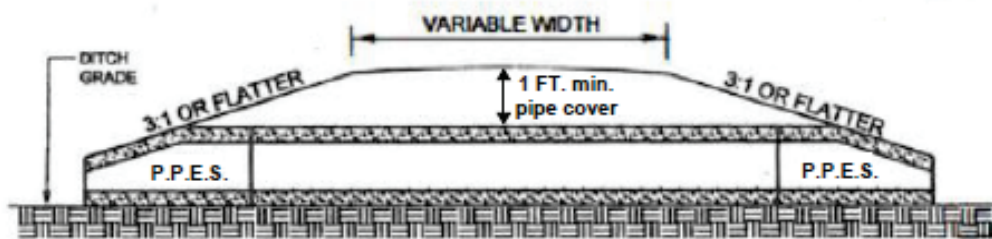
6' paved apron

Pavement Structure Options

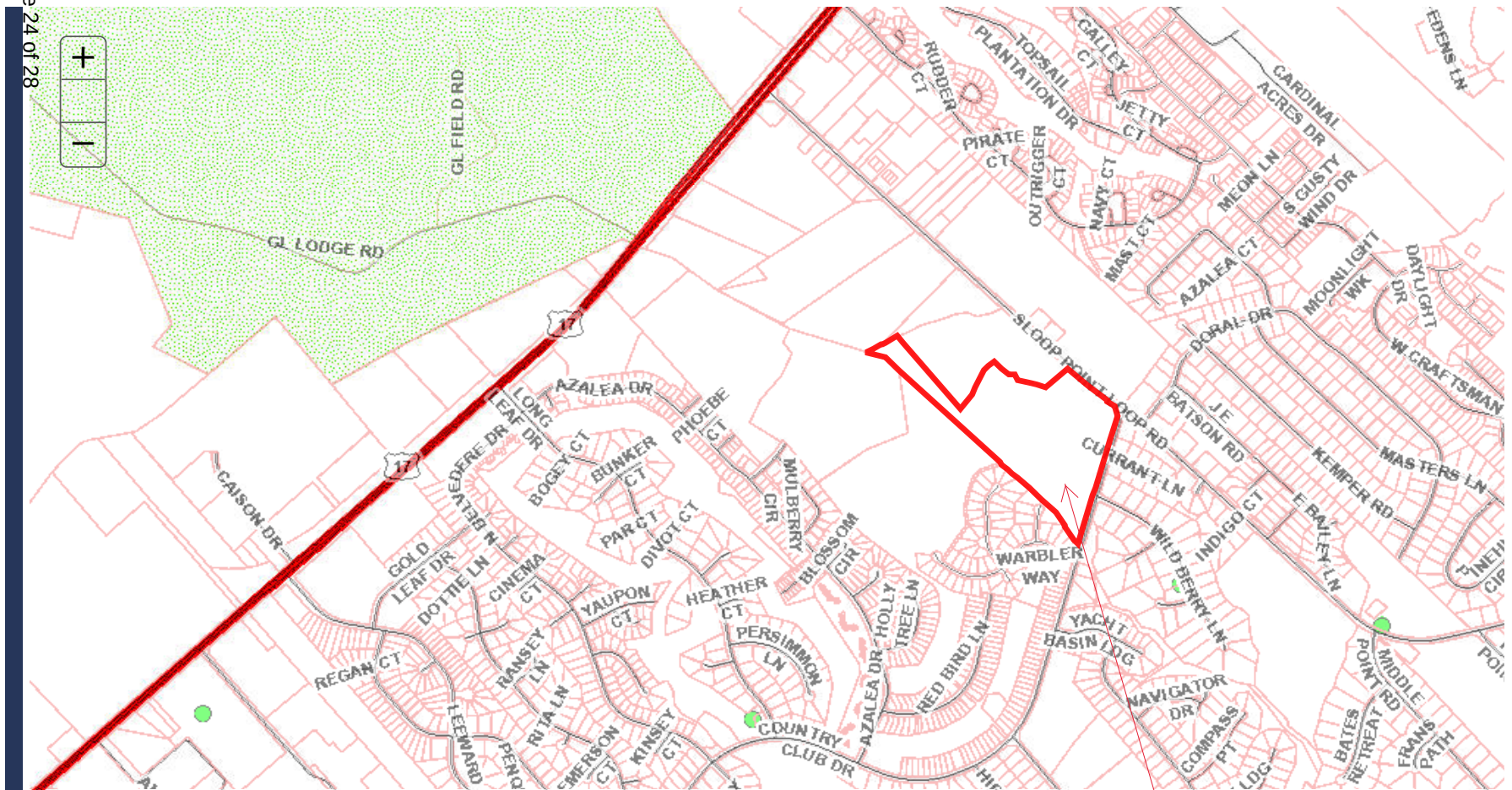
- 1) 6" concrete
- or
- 2) 6" ABC and 1.5" S9.5B Asphalt



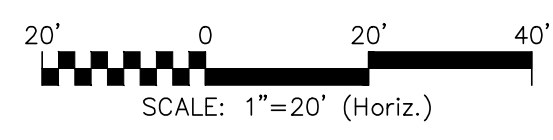
SHOULDER SECTION A-A



SECTION B-B



Project Location



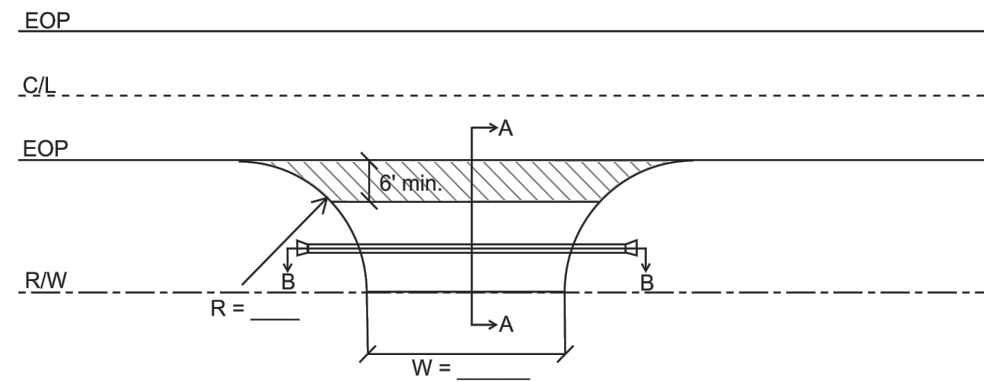


PENDER COUNTY

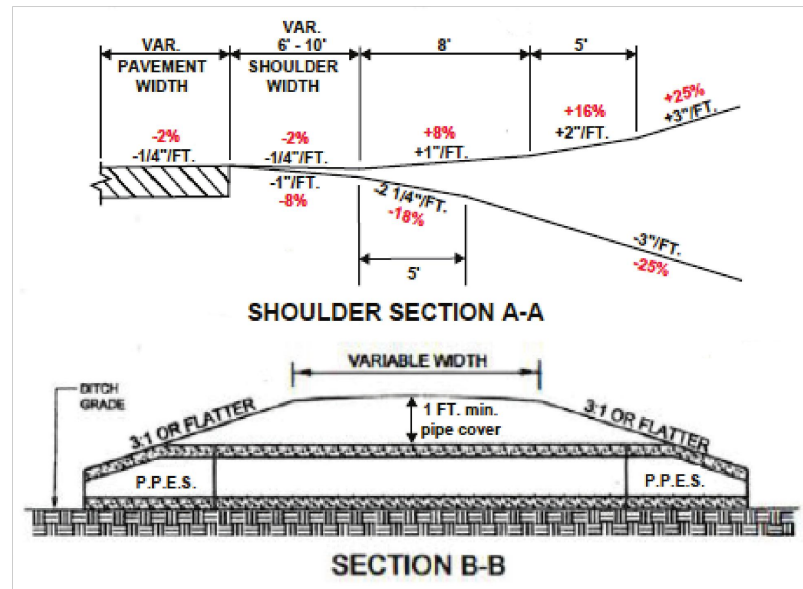
ROCKY POINT/TOPSAIL
WATER AND SEWER DISTRICT

PROJ. START DATE: 2019.12 MCE PROJ. # 00542-0079 DRAWN MTN DESIGNED STM CHECKED SJK PROJ. MGR. SJK	SCALE HORIZONTAL: 1" = 20' VERTICAL: N/A	EX-1 DRAWING NUMBER 0 REVISION
---	--	---

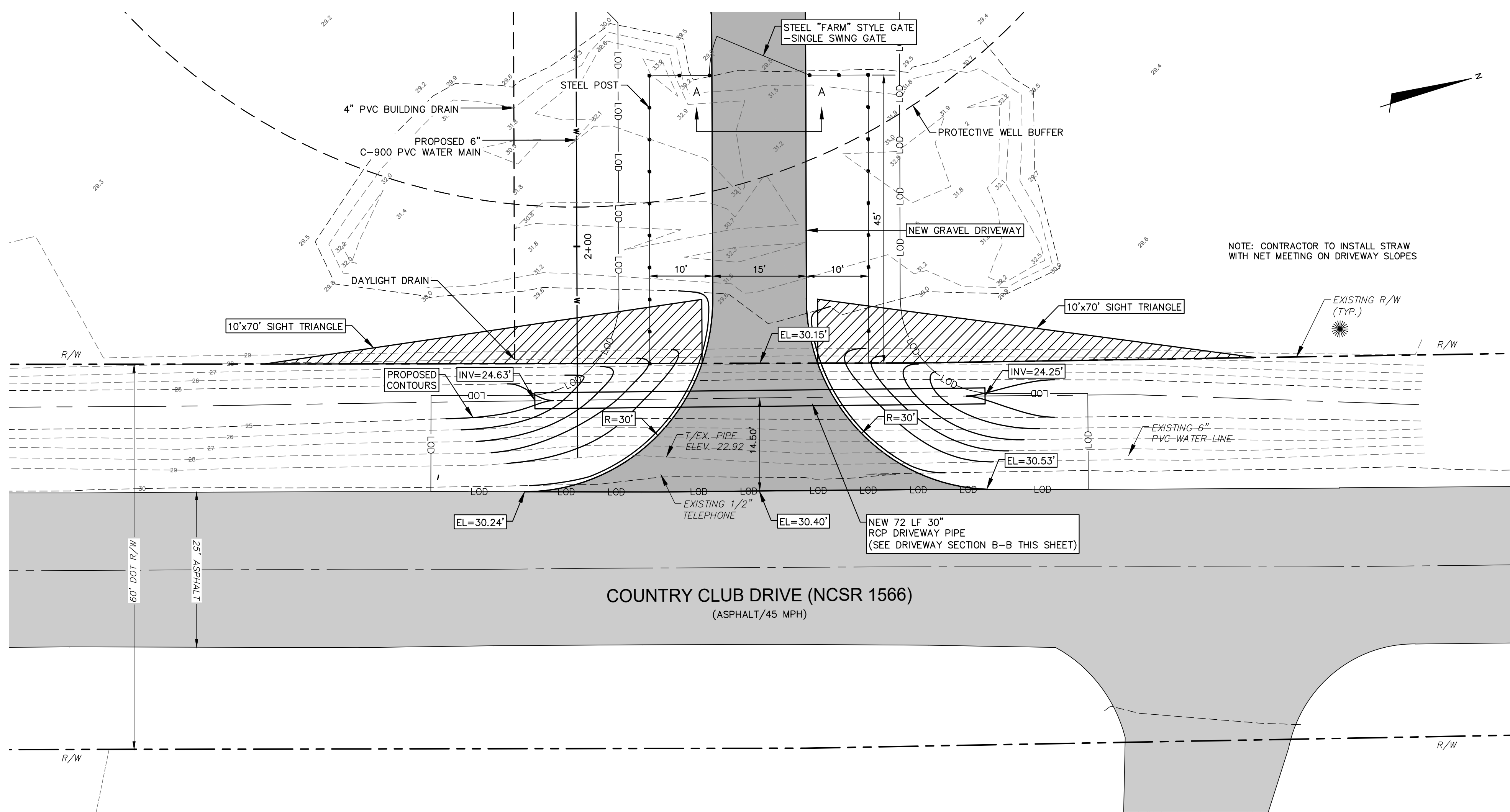
STATUS: CONFORMED DRAWINGS
ISSUED FOR CONSTRUCTION



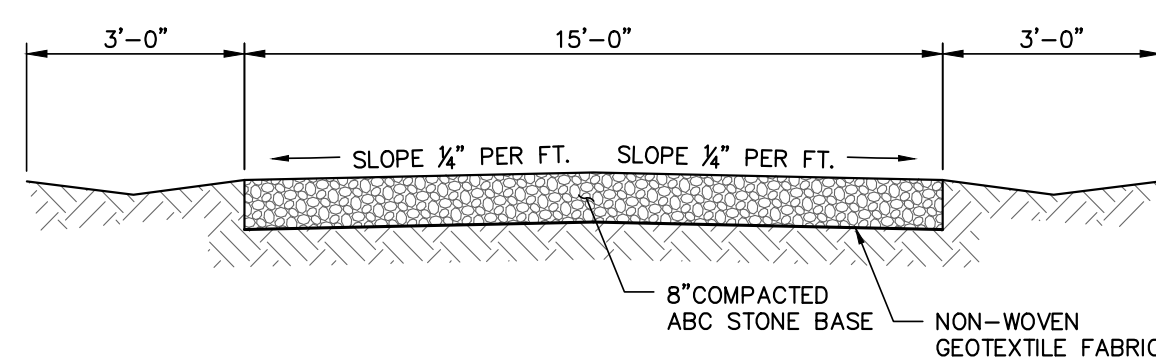
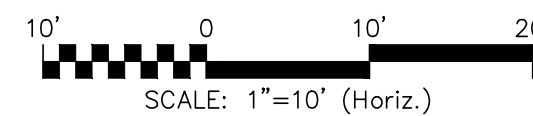
6" paved apron
Pavement Structure Options
1) 6" concrete
2) 6" ABC and 1.5" S9.5B Asphalt



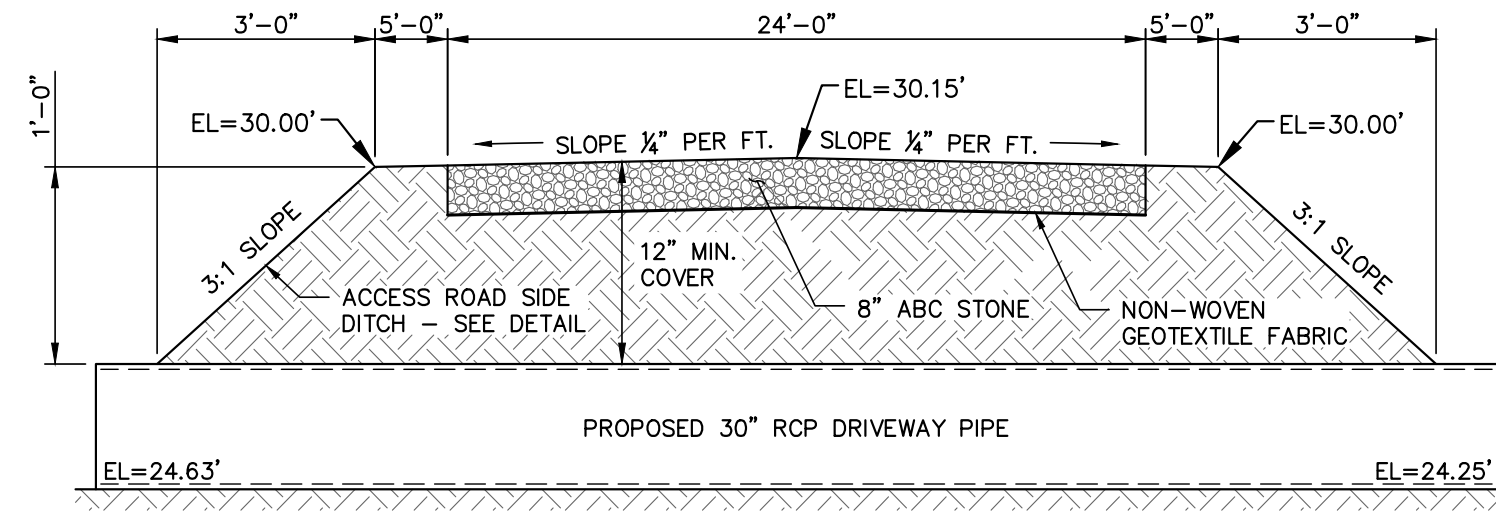
UTILITY TYPE DRIVEWAY DETAIL
(SHOULDER SECTION)
N.T.S.



SITE PLAN
SCALE: 1" = 10'

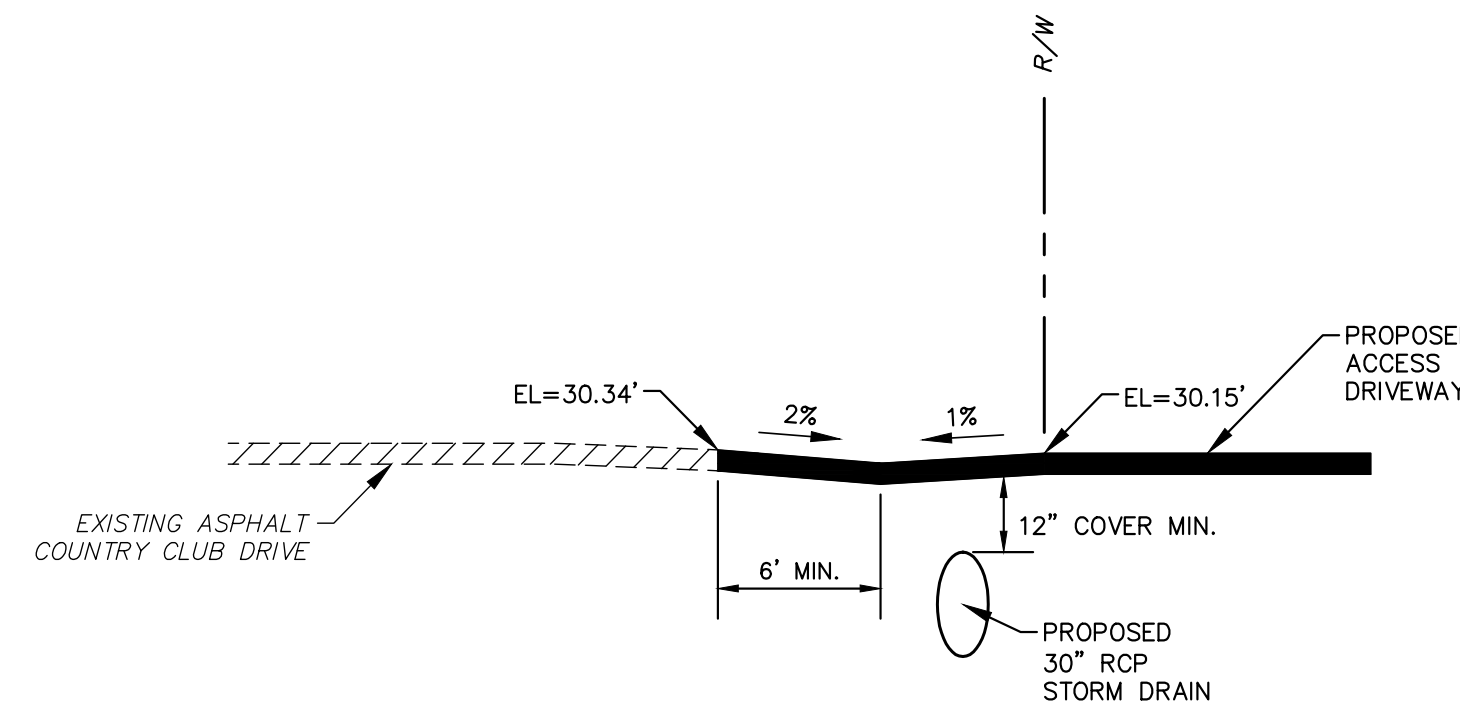


SECTION A-A
N.T.S.



SECTION B-B
N.T.S.

- NOTES:
1. COMPACT STONE TO CONFORM TO AASHTO STANDARD T-99.
 2. NON-WOVEN GEOTEXTILE FABRIC SHALL BE NON-BIODEGRADABLE CONFORMING TO SECTION 1065 OF THE NCDOT STD. SPECS. FOR TYPE 1 ENGINEERING FABRIC.
 3. SITE GRADING PLAN WILL DICTATE THE FINAL SLOPES ALONG ROADWAYS INCLUDING THE 3:1 SLOPE SHOWN IN THIS DETAIL.



DRIVEWAY PIPE PROFILE VIEW
N.T.S.

REV. NO.	DESCRIPTION	DATE
1	CONFORMED DRAWINGS - ISSUED FOR CONSTRUCTION	2020.03
2	ISSUED FOR BID PER ADDENDUM NO. 1 - NOT FOR CONSTRUCTION	XX APR 2020
3	ISSUED FOR BID - NOT FOR CONSTRUCTION	2020.04
4	FINAL DESIGN - NOT FOR CONSTRUCTION	2020.03
5	PRELIMINARY DESIGN - NOT FOR CONSTRUCTION	2019.12

REVISIONS

MCKIM & CREED
Venture IV Building, Suite 500
1730 Varsity Drive
Raleigh, North Carolina 27606
Phone: (919) 233-8091, Fax: (919) 233-8031
NC License # F-1222
www.mckimcreed.com



PENDER COUNTY
ROCKY POINT/TOPSAIL
WATER AND SEWER DISTRICT

HAMPSTEAD / SCOTT'S HILL WELL PROJECT
CIVIL SITE
DRIVEWAY PLAN

PROJ. START DATE: 2018.12 MCE PROJ. # 00542-0079 DRAWN: MTN DESIGNED: STM CHECKED: SJK PROJ. MGR: SJK	SCALE HORIZONTAL: 1" = 20' VERTICAL: N/A	EX-2 DRAWING NUMBER 0 REVISION
--	--	--

STATUS: **CONFORMED DRAWINGS
ISSUED FOR CONSTRUCTION**

CHANGE ORDER FORM

Project: <u>Hampstead / Scott's Hill Well Project</u> Contractor: <u>Water & Waste Systems Const Inc.</u> Subcontractor: _____	Proposal #: <u>Change Order #3-B</u> Project #: _____ Contractor #: _____
---	--

Description of Change:

Fine Grade and compact. Install Woven Road Fabric. Install approximately 120' of 8" ABC Access Drive.

Materials	(Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)	SUBTOTALS
	1. Total Direct Cost of Materials	<u>\$15,126.00</u>
	2. Overhead & Profit on Item 1. <u>15.000%</u>	<u>\$2,268.90</u>
	3. Sales Tax (6.75% on parts and frt.) <u>6.750%</u>	<u>\$0.00</u>
	4. Shipping & Transportation %	<u>\$0.00</u>
		<u>\$17,394.90</u>
Labor		
	5. Total Manhours: <u>120</u> MH @ <u>\$28.00</u> /hr.	<u>\$3,360.00</u>
	6. Overhead & Profit on Item 5. <u>15.000%</u>	<u>\$504.00</u>
	(O & P includes supervisor's time)	
	7. Payroll Taxes & Insurance <u>39%</u>	<u>\$1,310.40</u>
		<u>\$5,174.40</u>
Equipment Rental		
	8. Equipment Rental (service truck - HRS @ \$18/HR)	<u>\$2,250.00</u>
	9. Overhead & Profit on Item 8. <u>6.000%</u>	<u>\$135.00</u>
		<u>\$2,385.00</u>
Subcontractors		
	10. Subcontractor:	<u>\$0.00</u>
	11. Overhead & Profit on Item 10. <u>6.000%</u>	<u>\$0.00</u>
		<u>\$0.00</u>
	Subtotal of Proposal	<u>\$24,954.30</u>
	12. Insurance <u>0.000%</u>	<u>\$0.00</u>
	TOTAL OF CHANGE PROPOSAL	<u>\$24,954.00</u>

Time Extension Request: 5 day(s). Schedule Activity # Affected:

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Subcontractor's Signature:	Scott Leonard	Date: <u>2021/03/17</u>
Contractor's Signature:	_____	Date: _____
Approval Recommended by Design Consultant:	_____	Date: _____
Owner's Representative Approval:	_____	Date: _____



Pender County Budget Ordinance Amendment

Page 28 of 28

Date

Sunday, March 21, 2021

Board Meeting Date (If Applicable)

Tuesday, April 6, 2021

Fiscal Year

FY 2020-2021

Fund

VARIOUS

Department

072 - WATER OPERATIONS

Division, Program, Project, etc.

Hampstead/Scott's Hill Well Project

Purpose of Request

A construction change order is being requested to complete a driveway for the Kiwanis Park well, to avoid damage to the existing park facilities and improve access to the well for chemical deliveries. Funds were noted as part of the original project contingency, but must be transferred from fund balance to be made available.

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-399000	Fund Balance Appropriated	24954
2	81-399072	Transfer from Fund 72	24954
3			
4			
5			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	81-407460	Construction	24954
2	072-409081	Transfer to Fund 81	24954
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues

49908

Total Expenditures

49908

Budget Amendment Balances when Zero.

0

Prepared By:

Kenny Keel

Email

kkeel@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Erik Harvey

DATE: April 6, 2021

SUBJECT: Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of \$118,105.41.

SUMMARY:

Pender County Government utilizes Microsoft products to provide the majority of services to staff and to the public. The County's core software infrastructure is based on Microsoft desktop, server, collaboration, and development products. The Microsoft Enterprise Agreement (EA) positions the County to benefit from the next generation of Microsoft platform products seamlessly through ownership of Software Assurance. Specifically, this renewal agreement ensures that the County has access to the latest version of software, updates, and technical support. The term of this renewal agreement is three (3) years, and the price of these licenses remains constant throughout the term of the agreement which assists in financial planning for future years. This renewal is for Year 2.

The Information Technology Services Department purchased the Microsoft Enterprise Agreement (EA) services directly through SHI. Microsoft confirmed that the renewal must be through SHI because they are the authorized reseller for the State of North Carolina. This Microsoft Enterprise Agreement is for a three (3) year period, with year one (1) payment being \$116,476.03, year two (2) \$118,105.41 and year three (3) annual payment will be determined by the # of licenses in use at the time of the renewal. This renewal is for Year 2. Funding in future years will be available in the Department of Information Technology Services's FY 2021 and 2022 Budgets and cost allocation plan.

ACTION REQUESTED:

To approve a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of \$118,105.41. This expenditure has been budgeted in the FY 20-21 Budget Ordinance and will be taken from the following line item:

IT Capital Outlay: 445-407400



Pricing Proposal
Quotation #: 19715372
Created On: 11/18/2020
Valid Until: 4/15/2021

NC PENDER COUNTY

Angela Blake

28425
United States
Phone: (910) 259-1260
Fax: (910) 259-1530
Email: ablake@pendercountync.gov

Inside Account Executive

Mike Kevlin

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: LK3-00001 Coverage Term: 5/1/2021 – 4/30/2022	5	\$43.24	\$216.20
2 AudioConfPayPerMinGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: HUS-00001 Coverage Term: 5/1/2021 – 4/30/2022	5	\$0.00	\$0.00
3 AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Coverage Term: 5/1/2021 – 4/30/2022	1	\$0.00	\$0.00
4 CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Coverage Term: 5/1/2021 – 4/30/2022	16	\$163.80	\$2,620.80
5 CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Coverage Term: 5/1/2021 – 4/30/2022	5	\$19.26	\$96.30
6 CoreCALBridgeO365FromSA ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12416 Coverage Term: 5/1/2021 – 4/30/2022	51	\$16.31	\$831.81
7 CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12417 Coverage Term: 5/1/2021 – 4/30/2022	314	\$15.43	\$4,845.02
8 ExchgOnlnKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PS-00001 Coverage Term: 5/1/2021 – 4/30/2022	2	\$19.66	\$39.32
9 ExchgOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3NS-00003 Coverage Term: 5/1/2021 – 4/30/2022	2	\$73.71	\$147.42

10	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Coverage Term: 5/1/2021 – 4/30/2022	54	\$78.62	\$4,245.48
11	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Coverage Term: 5/1/2021 – 4/30/2022	314	\$183.78	\$57,706.92
12	O365GCCF1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Coverage Term: 5/1/2021 – 4/30/2022	34	\$33.42	\$1,136.28
13	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Coverage Term: 5/1/2021 – 4/30/2022	20	\$94.18	\$1,883.60
14	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302 Coverage Term: 5/1/2021 – 4/30/2022	6	\$1,344.80	\$8,068.80
15	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Coverage Term: 5/1/2021 – 4/30/2022	2	\$576.58	\$1,153.16
16	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Coverage Term: 5/1/2021 – 4/30/2022	404	\$41.77	\$16,875.08
17	WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm Microsoft - Part#: KV3-00356 Coverage Term: 5/1/2021 – 4/30/2022	81	\$54.87	\$4,444.47
18	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL Microsoft - Part#: 6VC-01252 Coverage Term: 5/1/2021 – 4/30/2022	5	\$49.96	\$249.80
19	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Coverage Term: 5/1/2021 – 4/30/2022	5	\$21.29	\$106.45
20	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039 Coverage Term: 5/1/2021 – 4/30/2022	34	\$289.11	\$9,829.74
21	WinSvrExtConn ALNG SA MVL Microsoft - Part#: R39-00396 Coverage Term: 5/1/2021 – 4/30/2022	1	\$325.14	\$325.14
22	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Coverage Term: 5/1/2021 – 4/30/2022	112	\$18.02	\$2,018.24
23	Power BI Pro - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: DDJ-00001 Coverage Term: 5/1/2021 – 4/30/2022	1	\$92.38	\$92.38

24	Microsoft Core CAL Bridge for Office 365 - Subscription license - 1 user - Platform - EA Subscription - All Languages Microsoft - Part#: AAA-12415 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2021 – 4/30/2022	5	\$18.38	\$91.90
----	--	---	---------	---------

25	Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 5/1/2021 – 4/30/2022	5	\$216.22	\$1,081.10
----	--	---	----------	------------

*Tax	\$7,972.12
------	------------

Total	\$126,077.53
-------	--------------

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

Additional Comments

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

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

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

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



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

Statewide IT Contract Number **208C – Reseller for Microsoft Enterprise Agreement**

Bid / Solicitation Number ITS-400175

Contract Award Type MANDATORY

Current Effective Dates May 1, 2017 through April 30, 2021
One 1-year renewal options

Contract Administrator Kristen Burnette
Email: kristen.burnette@nc.gov
Tel: 919-754-6678

Scope

This contract is for the use of Executive Branch Agencies.

This is a **MANDATORY Statewide Term Contract** for the use of **State Governmental Agencies** and is a **Convenience** Contract, not mandatory, for the use of **non-Educational Entities and Local** (Municipal and County) **Governments**.

This contract does **NOT INCLUDE** the **North Carolina University System** and its member campuses, **Instructional components of the Department of Public Instruction, Instructional components of the Department of Community Colleges**.

State Agencies with the need to acquire Microsoft Software not covered by this contract are required to comply with IT Procurement Rules, Policies and Procedures.

Manufacturer Pricing

To obtain pricing, contact the Vendor(s) listed in the Ordering and Vendor Contact Information section.

Ordering and Vendor Contact Information

2020-04-21

Vendor	
SHI International Corp.	<u>Send Orders To:</u> SHI International Corp. (State Contract 208C) 290 Davidson Ave. Somerset, NJ 08873 Fed ID: 22-30099648 Fax: 800-211-7954 <u>Local Primary Representatives</u> Carolina Team (Inside Sales) CarolinaTeam@shi.com Phone: 800-211-0831 Fax: 800-211-7954 Carly Higginbotham (Outside Software Sales) Carly_higginbotham@shi.com Phone: 919-219-7355

Abnormal Quantity

There is no Abnormal Quantity provision for this contract.

Transportation Charges

FOB – Destination

Freight, handling and distribution charges shall be included in the total price of each item listed.

Delivery

The Vendor(s) will complete physical delivery within five (5) business days after receipt of a Purchase Order. As an alternative, if the end user wants the product delivered online, the Vendor(s) will complete online delivery within two (2) consecutive calendar days after receipt of a Purchase Order.

Return of Merchandise

Merchandise may be returned within thirty (30) days from date of delivery without penalty.

After thirty (30) days from date of delivery no returns are allowed.

Warranty

The Warranty provisions of the State of North Carolina and the Microsoft Enterprise Agreement apply.

Taxes

Prices do not include North Carolina sales or use taxes.

Value-Added Services

Contract related value-added services may be provided by the Vendor(s). These additional services will be negotiated by the Agency with the contract holder in accordance with IT Policies and Procedures. The Agency

2020-04-21

is responsible for reviewing and amending if necessary the scope of work, lease agreement, etc. prior to order placement.

History:

September 6, 2006 – Changed Contract Administrator.

May 8, 2009 – Updated the contract term

May 11, 2010 – Updated the contract term and Dell Contact Information

October 22, 2010 – Changed Contract Administrator

June 1, 2011 – Updated the contract term

April 25, 2013 – Updated Dell Contact Information

August 7, 2013 – Updated Dell Contract Information

February 24, 2014 - Updated Dell Contract Information

May 16, 2014 – Extended expiration date to May 31, 2015

June 26, 2014 – Updated Dell Contact Information

August 12, 2014 – Updated Dell Contact Information

May 28, 2015 – Extended expiration date to May 31, 2016

May 31, 2016 – Extended expiration date to December 31, 2016 and changed outside software sales rep.

May 1, 2017 – Change of Reseller to SHI International Corp.

April 21, 2020 – Extended expiration date to April 30, 2021

-end-

2020-04-21



Program Signature Form

MBA/MBSA number

Agreement number

01E73421

7-VNERH3N3L

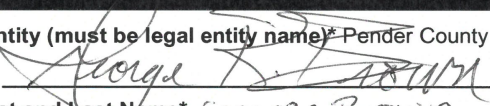
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97(NEW)
Product Selection Form	0947289.001_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Pender County Government
Signature* 
Printed First and Last Name* George Brown
Printed Title Chairman
Signature Date* 5/4/2020
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Pender County Request for Board action

TO: Board of Count Commissioners

FROM: Alan Cutler

DATE: April 6, 2021

SUBJECT: Approval for Budget Amendment to move funds from State Seizure Revenue in the amount of \$15,000.

SUMMARY:

Pender County Sheriffs' Office Narcotics Division would like to use State Seizure funds to purchase a used vehicle to replace a vehicle with high mileage. The funds in the amount of \$15,000, need to be put in account 14-407403.

ACTION REQUESTED:

Approval for Budget Amendment to move funds from State Seizure Revenue in the amount of \$15,000.



Pender County Budget Ordinance Amendment

Monday, March 22, 2021

Page 2 of 2

Date Monday, March 22, 2021

Board Meeting Date (If Applicable) Tuesday, April 6, 2021

Fiscal Year FY 2020-2021 Fund 14 - STATE SEIZ

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer revenue to Capital Outlay/vehicle to purchase a used vehicle

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	14-399900	Fund Balance Appropriated	15,000.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	14-407403	Capital Outlay/vehicle	15,000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 15000 Total Expenditures 15000

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman Email jennifer.coleman@pendersheriff.com



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: April 6, 2021

SUBJECT: Approval for Budget Amendment and Purchase Order for Motorola in the Amount of \$381,236.8 for 911 Consoles and 911 Radios.

SUMMARY:

The Pender County 911 Center utilizes Radio Consoles to dispatch and communicate with Public Safety personnel. Ensuring that this equipment is fully operational is critical to maintaining Public Safety's number one priority, Life Safety. The current 911 Radio Consoles will become End of Support (EOS) on December 31, 2021. After this time, repair and maintenance will be at "Best Effort" and finding parts will become increasingly difficult. To ensure that the equipment would be replaced prior to this EOS date, the Pender County Sheriff's Office budgeted \$64,400, in the FY 20-21, to finance the equipment.

To off-set costs, the Pender County Sheriff's Office/911 submitted a Grant Application to the NC 911 Board in July 2020. Unfortunately, Pender was not awarded the requested Grant funding. After receiving the news of the denied request, the decision was made to procure the equipment through financing. After finalizing the quote, it was sent to the NC State Procurement office for verification of state contract. The NC State Procurement office was able to save Pender an additional \$9,995.10. In addition, the quote was sent to the 911 Eligibility Group for review. It was determined that 73.94% of the total console cost (\$310,015) was eligible for 911 Board Reimbursement; making the total 911 Eligibility \$229,229.00.

After meeting with Management and Finance, it was determined that the best course of action was to purchase the equipment out-right instead of financing, due to the 911 Reimbursement. The total cost of the 911 Consoles (\$310,015.00) and 911 Radios (\$71,221.80) is \$381,236.80. In the FY 20-21 911 Expense Report, Pender County Sheriff's Office will list the eligible amount of \$229,229.00. This amount would be distributed back to the County from the 911 Board through the 911 Expense Report process. The Sheriff's Office has \$64,400.00 to apply to this total, leaving a balance of \$106,007.80 from the General Fund.

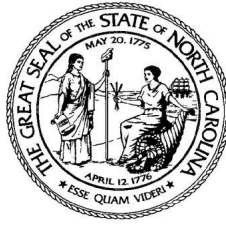
Amounts would be distributed as follows:

911 Consoles (Reimbursable) - \$229,229.00: 252-407400

911 Consoles & Radios (Non-Reimbursable) - \$152,007.80: 510-407400

ACTION REQUESTED:

To consider the Approval of a Purchase Order for Motorola in the Amount of \$381,236.80 for 911 Consoles and 911 Radios.



Statewide IT Procurement Office

AUTHORIZATION TO AWARD

THIS IS NOT A PURCHASE ORDER

BID NUMBER: 725G/100593

Please reference this Bid Number on any Purchase Order, Invoice or Correspondence

TO: R. Earl Moore
ITS Operations Manager
Pender County

DATE: February 12, 2021
REQUISITION NO.:
DELIVERY: FOB Destination

In accordance with the requirements of N.C.G.S. §143B-1350, we authorize Pender County to award a contract for the goods/services listed below. Issue the order immediately and directly to the vendor listed, giving complete shipping instructions if applicable. Order only the goods/services listed and the quantity(ies) as shown in this document. Price(s) includes delivery to destination. Read the contract in its entirety including the Terms and Conditions to be aware of any action necessary on the Agency's part.

Commodity Number: 725

Commodity Description: Motorola Console Equipment in accordance with 725G and AQ discount quote from Motorola Solutions.

Award Total: \$310,015.00

Contract shall not exceed \$310,015.00 without prior approval from IT Strategic Sourcing.

Contract Term: n/a
Renewal Options: n/a

Vendor: Motorola Solutions Inc.
(State Contract 725G)
PO Box 122
Holly Springs, NC 27540

Sherwood Creech

Sherwood Creech, IT Contract Specialist
Statewide IT Procurement Office
Department of Information Technology



Quote Number: QU0000518492

Effective: 11 JAN 2021

Effective To: 12 MAR 2021

Bill-To:

PENDER COUNTY SHERIFF DEPT
605 E FREMONT ST
BURGAW, NC 28425
United States

Attention:

Name: Earl Moore
Phone: 910-259-0229

Sales Contact:

Name: Mike Cavalluzzi
Email: mikecavalluzzi@callmc.com
Phone: 19102792044

Request For Quote: q11121-console-radios
Contract Number: NC STATE NON ARIBA -725G
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	10	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ	\$5,144.00	\$51,440.00
1a	10	G142AD	ADD: NO SPEAKER NEEDED	-	-
1b	10	G89AC	ADD: NO RF ANTENNA NEEDED	-	-
1c	10	GA00580AA	ADD: TDMA OPERATION APX		
1d	10	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-
1e	10	G67DT	ADD: REMOTE MOUNT E5 APXM		
1f	10	GA00318AF	ADD: 5Y ESSENTIAL SERVICE		
1g	10	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	-	-
1h	10	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION		
1i	10	G361AH	ENH: P25 TRUNKING SOFTWARE APX		
1j	10	G51AU	ENH: SMARTZONE OPERATION APX6500		
1k	10	G806BL	ENH: ASTRO DIGITAL CAI OP APX		
1l	10	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-
1m	10	GA01670AA	ADD: APX E5 CONTROL HEAD		
1n	10	G618AC	ADD:CBL REMOTE MOUNT 10 FEET		
2	4	AAM28JQN9RA1AN	XPR 5550E 136-174M 45W GOB BT/GNSS/WIFI CD	\$1,194.40	\$4,777.60
3	4	AAM28QPN9RA1AN	XPR 5550E 403-470M 40W GOB BT/GNSS/WIFI CD	\$1,251.05	\$5,004.20
4	10000	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$10,000.00

Total Quote in USD

\$71,221.80

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name

- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

Purchasing Contact

Name: Earl Moore
 Company: Pender County Sheriff
 Address:
 City, State, Zip:
 Phone:
 Email:
 Project Name: Pender County, NC

**MOTOROLA SOLUTIONS****Primary Site Information**

Quote Number: 2020-5509
 Quote Date: 1/26/2021
 Quote Expiration: 4/26/2021
 Prepared by: Melissa Cavallo
 Approval Code: Firm
 Mfg Rep: Mike Cavalluzzi

PLEASE NOTE THAT THE BELOW LICENSES ARE REQUIRED TO IMPLEMENT AVTEC, Sold Separately on MOL**CAPACITY PLUS (MULTI SITE)/LINKED CAPACITY PLUS**

You need these licenses for all repeaters or all peers with the exception of the Data Revert Repeaters.

HKVN4206A - XPR / SLR 5700 VOICE NETWORK INTERFACE SVC
 HKVN4209A - MTR 3000 / SLR 8000 VOICE NETWORK INTERFACE SVC

CAPACITY MAX

HKVN4317A - MOTOTRBO Capacity Max VRC Gateway
 HKVN4318A - MOTOTRBO Capacity Max VRC Gateway Talkpath Licenses

CONNECT PLUS

TT2657 - XRT 9100 Gateway
 HKVN4305A - XRT 9100 Gateway Block of 10 Talkpaths (Release 1.6 and later)

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)	State of NC Price
Main Dispatch Center Console (Operator) Position						
Hardware/Software						
1	6	DSSFWS-COUTEXSK	Scout Enterprise console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key	\$ 16,595.00	\$ 99,570.00	\$ 84,634.50
2	12	DSACCSBHJB-NENA	Avtec USB Headset/handset jack box (single jack). Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software MediaWorkstation.	\$ 865.00	\$ 10,380.00	\$ 8,823.00
3	6	DSACCHD6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 2,052.00	\$ 1,744.20
4	6	DSACCHND6W9F	HANDSET - BLACK 9 FT CORD, PTT, 6W	\$ 125.00	\$ 750.00	\$ 637.50
5	6	DSACCSB-MIC	Avtec USB Desk Mic for software console.	\$ 617.00	\$ 3,702.00	\$ 3,146.70
6	6	DSACCTSC215WSPC	21.5" LCD TOUCH SCREEN FOR PC CONSOLE (16X9) FORMAT	\$ 1,446.00	\$ 8,676.00	\$ 7,374.60
7	6	DSACCCPU-DTWIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS	\$ 1,825.00	\$ 10,950.00	\$ 9,307.50
8	6	DSACCSBF-SWSING	USB PTT Footswitch Accessory Software Media Workstation	\$ 301.00	\$ 1,806.00	\$ 1,535.10
9	6	DSUSBHUB10	10 Port USB Hub, USB 3.0	\$ 75.00	\$ 450.00	\$ 382.50
10	6	DSACCSB-SPK2	Avtec USB dual speaker kit for software console	\$ 808.00	\$ 4,848.00	\$ 4,120.80
Mobile Position						
11	1	DSSFWS-COUTEXSK	Scout Enterprise console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key	\$ 16,595.00	\$ 16,595.00	\$ 14,105.75

12	1	DSACCLAPTOPWIN10	Laptop for use with Scout Software Console, Windows 10 64-bit Professional OS	\$	4,795.00	\$	4,795.00	\$	4,075.75
13	1	DSACCSBHED6WNC	USB Headset Plantronics Supra H51 monaural with noise canceling microphone Includes USB Quick Disconnect Adaptor	\$	311.00	\$	311.00	\$	264.35
			<u>Backup Disptach Center Console (Operator) Position Hardware/Software</u>						
14	3	DSSFWSCOUTEXSK	Scout Enterprise console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key	\$	16,595.00	\$	49,785.00	\$	42,317.25
15	6	DSACCSBHJBNENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software MediaWorkstation.	\$	865.00	\$	5,190.00	\$	4,411.50
16	3	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$	342.00	\$	1,026.00	\$	872.10
17	3	DSACCHND6W9F	HANDSET - BLACK 9 FT CORD, PTT, 6W	\$	125.00	\$	375.00	\$	318.75
18	3	DSACCSBMIC	Avtec USB Desk Mic for software console.	\$	617.00	\$	1,851.00	\$	1,573.35
19	3	DSACCTSC215WSPC	21.5" LCD TOUCH SCREEN FOR PC CONSOLE (16X9) FORMAT	\$	1,446.00	\$	4,338.00	\$	3,687.30
20	3	DSACCCPU2WIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS	\$	1,825.00	\$	5,475.00	\$	4,653.75
21	3	DSACCSBFSWSING	USB PTT Footswitch Accessory Software Media Workstation	\$	301.00	\$	903.00	\$	767.55
22	3	DSUSBHUB10	10 Port USB Hub, USB 3.0	\$	75.00	\$	225.00	\$	191.25
23	3	DSACCSBSPK2	Avtec USB dual speaker kit for software console	\$	808.00	\$	2,424.00	\$	2,060.40
				Console Equipment Subtotal \$ 236,477.00 \$ 201,005.45					
			<u>Main Dispatch Gateways and Endpoint Hardware/Software</u>						
24	1	DSSFWVPGLOFTRSK	Redundant Frontier-Enabled VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses.	\$	16,579.00	\$	16,579.00	\$	14,092.15
25	2	DSACCCPU2D2019	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	\$	5,675.00	\$	11,350.00	\$	9,647.50
26	4	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	\$	2,275.00	\$	9,100.00	\$	7,735.00
27	8	DSOUTPOSTAPX	Kit to add support for (1) each Motorola APX endpoint. Includes Software License. Cable included; Outpost purchased separately.	\$	1,031.00	\$	8,248.00	\$	7,010.80
28	1	DSACCNWTK24PSFP	24 PORT MANAGED ETHERNET SWITCH	\$	2,482.00	\$	2,482.00	\$	2,109.70
29	1	DSPKG-IO-VPGATE	I/O PACKAGE FOR SCOUT -24 INPUT/24 OUTPUT, POWER SUPPLY \$	\$	4,145.00	\$	4,145.00	\$	3,523.25

30	1	DSPKG-INST-AUX-25	AUXILIARY IO PKG CABLING, 25 FT CABLE	\$	797.00	\$	797.00	\$	677.45
Backup Center Gateways and Endpoint Hardware/Software									
31	1	DSSFWVPL0NRFTRSK	Non-Redundant Frontier Enabled VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software key.	\$	10,360.00	\$	10,360.00	\$	8,806.00
32	1	DSACCPSTD2019	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	\$	5,675.00	\$	5,675.00	\$	4,823.75
33	4	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	\$	2,275.00	\$	9,100.00	\$	7,735.00
34	8	DSOUTPOSTAPX	Kit to add support for (1) each Motorola APX endpoint. Includes Software License. Cable included; Outpost purchased separately.	\$	1,031.00	\$	8,248.00	\$	7,010.80
35	1	DSACCNETWK24PSFP	24 PORT MANAGED ETHERNET SWITCH	\$	2,482.00	\$	2,482.00	\$	2,109.70
36	0	DSPKG-IO-VPGATE	I/O PACKAGE FOR SCOUT -24 INPUT/24 OUTPUT, POWER SUPPLY \$	\$	4,145.00	\$	-	\$	-
37	0	DSPKG-INST-AUX-25	AUXILIARY IO PKG CABLING, 25 FT CABLE	\$	797.00	\$	-	\$	-

Gateway & Endpoint Equipment Subtotal:	\$	88,566.00	\$	75,281.10
--	----	-----------	----	-----------

Racking Equipment

38	2	DSOUTPOST-RACK-PKG	3U RACK MOUNT SHELF (1-4 OUTPOST RADIOS) WITH RACKMOUNT PS	\$	622.00	\$	1,244.00	\$	1,057.40
39	2	DSDISP-KVM-FF-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	\$	3,073.00	\$	6,146.00	\$	5,224.10
40	2	DSRR-72-38U	TWO-POST RELAY RACK IN CLEAR ALUMINUM FINISH, 72 INCHES IN HEIGHT, 38U	\$	679.00	\$	1,358.00	\$	1,154.30
41	3	DSACC-MTG-1U-RR	Kit to rack mount PS-12V-3BAY-AC , ACC-CPU-RM-2012 or -WIN7 in 19" relay rack. 1U high.	\$	233.00	\$	699.00	\$	594.15
42	0	DSPKG-INST-AUX-25	AUXILIARY IO PKG CABLING, 25 FT CABLE	\$	797.00	\$	-	\$	-

Racking Equipment Subtotal:	\$	9,447.00	\$	8,029.95
-----------------------------	----	----------	----	----------

Recommended Spare Equipment

43	1	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	\$	2,275.00	\$	2,275.00	\$	1,933.75
44	1	DSACCSBHJBENENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software MediaWorkstation.	\$	865.00	\$	865.00	\$	735.25
45	8	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$	342.00	\$	2,736.00	\$	2,325.60
46	1	DSACCSBSPK2	Avtec USB dual speaker kit for software console	\$	808.00	\$	808.00	\$	686.80

47	1	DSACCUSBMIC	Avtec USB Desk Mic for software console.	\$	617.00	\$	617.00	\$	524.45
48	1	DSUSBHUB10	10 Port USB Hub, USB 3.0	\$	75.00	\$	75.00	\$	63.75
				Recommended Spare Equipment Subtotal:					
				\$	7,376.00	\$		\$	6,269.60
				Console Equipment, Software, & Licensing Total:					
				\$	341,866.00	\$		\$	290,586.10

				Year 1 ScoutCare and Hardware Maintenance Discounted 100%		Year 1 ScoutCare and Hardware Maintenance Discounted 100%	
<u>ScoutCare Software and Hardware Maintenance</u>							
46		DSSCOUTCARE	Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$	-	\$0.00	\$0.00
47		DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$	-	\$0.00	\$0.00
				Year 1 Maintenance & Support Subtotal:			
				\$	-	\$	-

<u>Shipping, Handling, and Insurance</u>							
48	0	DSAVTECSHIP	Lump sum packaging, shipping, and insurance FOB Origin	\$	1.00	\$	-
<u>Professional Services and Expenses</u>							
49	1	MCA SERVICE	MCA PROFESSIONAL SERVICES: INSTALLATION, PROGRAMMING, OPTIMIZATION	\$	20,000.00	\$	20,000.00
50	9384	DSSVC-CSLT-PE-U	AVTEC PROFESSIONAL CONSULTATION SERVICES	\$	9,384.00	\$	9,384.00
				Shipping & Professional Services Subtotal:			
				\$	29,384.00	\$	29,384.00

	Extended Price	Extended Price
Total (USD)	\$ 371,250.00	\$ 319,970.10
Additional 725G Discount		\$ 310,015.00

- ☒ The attached Quotation is valid only as part of a Statement of Work prepared in connection with a fully executed agreement between Avtec and Channel Partner.
- ☐ A Statement of Work is not required in order to execute the above quotation.
- ☐ Budgetary Quote. Prices are approximate estimates for preliminary planning purposes only. As such, pricing shown is non-binding.

Commercial Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site of performance.

- 6 For any quotations specifying "Prepaid & Add" (PPD&ADD), Avtec pays the transportation charges and adds the charges to the invoice for reimbursement from the Customer.

Taxes, Credit, Warranty, ScoutCare Pricing and Returns

- 1 All sales/use taxes and duties are the responsibility of the customer. quoted prices are exclusive of sales and use taxes.
- 2 Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: CA, LA, MN, SC, TX, and WA, unless a valid exemption certificate is provided in a timely fashion.
- 3 Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote.
- 4 If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have been received in full.
- 5 Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- 6 ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- 7 Hardware returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition and in original packaging, customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.
- 8 Products added to existing Scout systems not covered by a ScoutCare Maintenance program are ineligible for software defect fixes and updates and may only operate under the existing Scout system software version.

Notes and Design Assumptions

- 1 The Customer accepts responsibility to procure, configure, install, terminate, and test all networking infrastructure to meet the supplied Scout specifications, unless otherwise stated in the Scope of Work.
- 2 This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required.
- 3 Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. See www.avtecinc.com/scout/integration for more information.

Payment Terms

Payment Milestones shall be based upon the following schedule:

Payment due Net 30 from receipt of goods.

Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Channel Partner/Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without the prior express

Purchasing Contact

Name: Earl Moore
 Company: Pender County Sheriff
 Address:
 City, State, Zip:
 Phone:
 Email:
 Project Name: Pender County, NC

**MOTOROLA SOLUTIONS****Primary Site Information**

Quote Number: 2020-5509
 Quote Date: 1/26/2021
 Quote Expiration: 4/26/2021
 Prepared by: Melissa Cavallo
 Approval Code: Firm
 Mfg Rep: Mike Cavalluzzi

PLEASE NOTE THAT THE BELOW LICENSES ARE REQUIRED TO IMPLEMENT AVTEC, Sold Separately on MOL**CAPACITY PLUS (MULTI SITE)/LINKED CAPACITY PLUS**

You need these licenses for all repeaters or all peers with the exception of the Data Revert Repeaters.

HKVN4206A - XPR / SLR 5700 VOICE NETWORK INTERFACE SVC
 HKVN4209A - MTR 3000 / SLR 8000 VOICE NETWORK INTERFACE SVC

CAPACITY MAX

HKVN4317A - MOTOTRBO Capacity Max VRC Gateway
 HKVN4318A - MOTOTRBO Capacity Max VRC Gateway Talkpath Licenses

CONNECT PLUS

TT2657 - XRT 9100 Gateway
 HKVN4305A - XRT 9100 Gateway Block of 10 Talkpaths (Release 1.6 and later)

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)	State of NC Price
Main Dispatch Center Console (Operator) Position						
Hardware/Software						
1	6	DSSFWS-COUTEXSK	Scout Enterprise console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key	\$ 16,595.00	\$ 99,570.00	\$ 84,634.50
2	12	DSACCSBHJB-NENA	Avtec USB Headset/handset jack box (single jack). Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software MediaWorkstation.	\$ 865.00	\$ 10,380.00	\$ 8,823.00
3	6	DSACCHD6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 2,052.00	\$ 1,744.20
4	6	DSACCHND6W9F	HANDSET - BLACK 9 FT CORD, PTT, 6W	\$ 125.00	\$ 750.00	\$ 637.50
5	6	DSACCSB-MIC	Avtec USB Desk Mic for software console.	\$ 617.00	\$ 3,702.00	\$ 3,146.70
6	6	DSACCTSC215WSPC	21.5" LCD TOUCH SCREEN FOR PC CONSOLE (16X9) FORMAT	\$ 1,446.00	\$ 8,676.00	\$ 7,374.60
7	6	DSACCCPU-DTWIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS	\$ 1,825.00	\$ 10,950.00	\$ 9,307.50
8	6	DSACCSBF-SWSING	USB PTT Footswitch Accessory Software Media Workstation	\$ 301.00	\$ 1,806.00	\$ 1,535.10
9	6	DSUSBHUB10	10 Port USB Hub, USB 3.0	\$ 75.00	\$ 450.00	\$ 382.50
10	6	DSACCSB-SPK2	Avtec USB dual speaker kit for software console	\$ 808.00	\$ 4,848.00	\$ 4,120.80
Mobile Position						
11	1	DSSFWS-COUTEXSK	Scout Enterprise console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key	\$ 16,595.00	\$ 16,595.00	\$ 14,105.75

12	1	DSACCLAPTOPWIN10	Laptop for use with Scout Software Console, Windows 10 64-bit Professional OS	\$	4,795.00	\$	4,795.00	\$	4,075.75
13	1	DSACCSBHED6WNC	USB Headset Plantronics Supra H51 monaural with noise canceling microphone Includes USB Quick Disconnect Adaptor	\$	311.00	\$	311.00	\$	264.35
			<u>Backup Disptach Center Console (Operator) Position Hardware/Software</u>						
14	3	DSSFWSCOUTEXSK	Scout Enterprise console; includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key	\$	16,595.00	\$	49,785.00	\$	42,317.25
15	6	DSACCSBHJBNA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software MediaWorkstation.	\$	865.00	\$	5,190.00	\$	4,411.50
16	3	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$	342.00	\$	1,026.00	\$	872.10
17	3	DSACCHND6W9F	HANDSET - BLACK 9 FT CORD, PTT, 6W	\$	125.00	\$	375.00	\$	318.75
18	3	DSACCSBMMIC	Avtec USB Desk Mic for software console.	\$	617.00	\$	1,851.00	\$	1,573.35
19	3	DSACCTSC215WSPC	21.5" LCD TOUCH SCREEN FOR PC CONSOLE (16X9) FORMAT	\$	1,446.00	\$	4,338.00	\$	3,687.30
20	3	DSACCCPUPTWIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS	\$	1,825.00	\$	5,475.00	\$	4,653.75
21	3	DSACCSBFSWSING	USB PTT Footswitch Accessory Software Media Workstation	\$	301.00	\$	903.00	\$	767.55
22	3	DSUSBHUB10	10 Port USB Hub, USB 3.0	\$	75.00	\$	225.00	\$	191.25
23	3	DSACCSBSPK2	Avtec USB dual speaker kit for software console	\$	808.00	\$	2,424.00	\$	2,060.40
				Console Equipment Subtotal \$ 236,477.00 \$ 201,005.45					
			<u>Main Dispatch Gateways and Endpoint Hardware/Software</u>						
24	1	DSSFWVPGLOFTRSK	Redundant Frontier-Enabled VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses.	\$	16,579.00	\$	16,579.00	\$	14,092.15
25	2	DSACCCPUSTD2019	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	\$	5,675.00	\$	11,350.00	\$	9,647.50
26	4	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	\$	2,275.00	\$	9,100.00	\$	7,735.00
27	8	DSOUTPOSTAPX	Kit to add support for (1) each Motorola APX endpoint. Includes Software License. Cable included; Outpost purchased separately.	\$	1,031.00	\$	8,248.00	\$	7,010.80
28	1	DSACCNWTK24PSFP	24 PORT MANAGED ETHERNET SWITCH	\$	2,482.00	\$	2,482.00	\$	2,109.70
29	1	DSPKG-IO-VPGATE	I/O PACKAGE FOR SCOUT -24 INPUT/24 OUTPUT, POWER SUPPLY \$	\$	4,145.00	\$	4,145.00	\$	3,523.25

30	1	DSPKG-INST-AUX-25	AUXILIARY IO PKG CABLING, 25 FT CABLE	\$	797.00	\$	797.00	\$	677.45
<u>Backup Center Gateways and Endpoint Hardware/Software</u>									
31	1	DSSFVVPLGNRFTRSK	Non-Redundant Frontier Enabled VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software key.	\$	10,360.00	\$	10,360.00	\$	8,806.00
32	1	DSACCCPUSTD2019	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	\$	5,675.00	\$	5,675.00	\$	4,823.75
33	4	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	\$	2,275.00	\$	9,100.00	\$	7,735.00
34	8	DSOUTPOSTAPX	Kit to add support for (1) each Motorola APX endpoint. Includes Software License. Cable included; Outpost purchased separately.	\$	1,031.00	\$	8,248.00	\$	7,010.80
35	1	DSACCNETWK24PSFP	24 PORT MANAGED ETHERNET SWITCH	\$	2,482.00	\$	2,482.00	\$	2,109.70
36	0	DSPKG-IO-VPGATE	I/O PACKAGE FOR SCOUT -24 INPUT/24 OUTPUT, POWER SUPPLY \$	\$	4,145.00	\$	-	\$	-
37	0	DSPKG-INST-AUX-25	AUXILIARY IO PKG CABLING, 25 FT CABLE	\$	797.00	\$	-	\$	-

Gateway & Endpoint Equipment Subtotal: \$ 88,566.00 \$ 75,281.10

Racking Equipment

38	2	DSOUTPOST-RACK-PKG	3U RACK MOUNT SHELF (1-4 OUTPOST RADIOS) WITH RACKMOUNT PS	\$	622.00	\$	1,244.00	\$	1,057.40
39	2	DSDISP-KVM-FF-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	\$	3,073.00	\$	6,146.00	\$	5,224.10
40	2	DSRR-72-38U	TWO-POST RELAY RACK IN CLEAR ALUMINUM FINISH, 72 INCHES IN HEIGHT, 38U	\$	679.00	\$	1,358.00	\$	1,154.30
41	3	DSACC-MTG-1U-RR	Kit to rack mount PS-12V-3BAY-AC , ACC-CPU-RM-2012 or -WIN7 in 19" relay rack. 1U high.	\$	233.00	\$	699.00	\$	594.15
42	0	DSPKG-INST-AUX-25	AUXILIARY IO PKG CABLING, 25 FT CABLE	\$	797.00	\$	-	\$	-

Racking Equipment Subtotal: \$ 9,447.00 \$ 8,029.95

Recommended Spare Equipment

43	1	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	\$	2,275.00	\$	2,275.00	\$	1,933.75
44	1	DSACCUSBHJBENENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.11 or later running Software MediaWorkstation.	\$	865.00	\$	865.00	\$	735.25
45	8	DSACCHED6WNC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$	342.00	\$	2,736.00	\$	2,325.60
46	1	DSACCUSBSPK2	Avtec USB dual speaker kit for software console	\$	808.00	\$	808.00	\$	686.80

47	1	DSACCUSBMIC	Avtec USB Desk Mic for software console.	\$	617.00	\$	617.00	\$	524.45
48	1	DSUSBHUB10	10 Port USB Hub, USB 3.0	\$	75.00	\$	75.00	\$	63.75

				Recommended Spare Equipment Subtotal:		\$	7,376.00	\$	6,269.60
				Console Equipment, Software, & Licensing Total:		\$	341,866.00	\$	290,586.10

				Year 1 ScoutCare and Hardware Maintenance Discounted 100%		Year 1 ScoutCare and Hardware Maintenance Discounted 100%	
<u>ScoutCare Software and Hardware Maintenance</u>							
46		DSSCOUTCARE	Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$	-	\$0.00	\$0.00
47		DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$	-	\$0.00	\$0.00
				Year 1 Maintenance & Support Subtotal:		\$	-

<u>Shipping, Handling, and Insurance</u>							
48	0	DSAVTECSHIP	Lump sum packaging, shipping, and insurance FOB Origin	\$	1.00	\$	-

<u>Professional Services and Expenses</u>							
49	1	MCA SERVICE	MCA PROFESSIONAL SERVICES: INSTALLATION, PROGRAMMING, OPTIMIZATION	\$	20,000.00	\$	20,000.00
50	9384	DSSVC-CSLT-PE-U	AVTEC PROFESSIONAL CONSULTATION SERVICES	\$	9,384.00	\$	9,384.00
				Shipping & Professional Services Subtotal:		\$	29,384.00

	Extended Price	Extended Price
Total (USD)	\$ 371,250.00	\$ 319,970.10
Additional 725G Discount		\$ 310,015.00

- ☒ The attached Quotation is valid only as part of a Statement of Work prepared in connection with a fully executed agreement between Avtec and Channel Partner.
- ☐ A Statement of Work is not required in order to execute the above quotation.
- ☐ Budgetary Quote. Prices are approximate estimates for preliminary planning purposes only. As such, pricing shown is non-binding.

Commercial Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site of performance.

- 6 For any quotations specifying "Prepaid & Add" (PPD&ADD), Avtec pays the transportation charges and adds the charges to the invoice for reimbursement from the Customer.

Taxes, Credit, Warranty, ScoutCare Pricing and Returns

- 1 All sales/use taxes and duties are the responsibility of the customer. quoted prices are exclusive of sales and use taxes.
- 2 Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: CA, LA, MN, SC, TX, and WA, unless a valid exemption certificate is provided in a timely fashion.
- 3 Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote.
- 4 If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have been received in full.
- 5 Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- 6 ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- 7 Hardware returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition and in original packaging, customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.
- 8 Products added to existing Scout systems not covered by a ScoutCare Maintenance program are ineligible for software defect fixes and updates and may only operate under the existing Scout system software version.

Notes and Design Assumptions

- 1 The Customer accepts responsibility to procure, configure, install, terminate, and test all networking infrastructure to meet the supplied Scout specifications, unless otherwise stated in the Scope of Work.
- 2 This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required.
- 3 Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. See www.avtecinc.com/scout/integration for more information.

Payment Terms

Payment Milestones shall be based upon the following schedule:

Payment due Net 30 from receipt of goods.

Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Channel Partner/Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without the prior express



Pender County Budget Ordinance Amendment

Monday, March 22, 2021

Page 16 of 16

Date Monday, March 22, 2021

Board Meeting Date (If Applicable) Monday, April 5, 2021

Fiscal Year FY 2020-2021 Fund 25 - EMG TEL FU

Division, Program, Project, etc. Sheriff's Department - E911 Operations Department 510 - SHERIFFS DEPARTMENT

Purpose of Request to allocate additional funding to purchase E911 operations equipment rather than lease.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	252-335026	E911 Funding	210829
2	10-399000	GF Fund Balance	106008
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	252-407400	Capital Outlay	210829
2	510-407400	Capital Outlay	152008
3	510-404500	Contracted Services	-46000
4			
5			
6			
7			
8			
9			
10			

Total Revenues 316837 Total Expenditures 316837

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue Email mblue@pendercountync.gov



Pender County Request for Board action

TO: Board of Count Commissioners
FROM: Alan Cutler
DATE: April 6, 2021
SUBJECT: Approval for Budget Amendment and Purchase Order for Fairway Ford to purchase 8 vehicles in the amount of \$400,013.76.

SUMMARY:

The Pender County Sheriff's Office would like to purchase 8 2021 Ford Explorer Police Interceptor Utility SUV's, from Fairway Ford, through the North Carolina Sheriff's Association Vehicle Procurement Program in the amount of \$400,013.76.

These funds will come out of 510-407403.

ACTION REQUESTED:

Approval for Budget Amendment and Purchase Order for Fairway Ford to purchase 8 vehicles in the amount of \$400,013.76.



Fairway Ford, Inc.

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

March 25, 2021

Captain Wells,

The quote you requested for the 2021 Ford Police Interceptor Utility / Explorer is below.

2021 Ford Explorer AWD Police Interceptor as per NCSA specifications plus the following requested options:

- (99C) 3.0L Ecoboost
- (67U) Ultimate wiring kit
- (67V) Connector kit
- (51R) Driver Side LED Spotlight
- (55F) 4 FOB Keyless Remote Entry
- (76D) Deflector Plate
- Police equipment upfit (per your specs) prior to delivery

NCSA Price: \$32,305.00

Upfit and Options: \$17,696.72

Net Total: \$50001.72

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

Respectfully Submitted,

Keith Batson

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

FAIRWAY



BURGAW, NC

Date: 3/25/2021
Salesperson: Keith Batson
Manager: Keith Batson

FOR INTERNAL USE ONLY

BUSINESS NAME PENDER COUNTY SHERIFF'S DEPT

Home Phone : _____

CONTACT

Address : 605 E FREMONT ST
BURGAW, NC 28425
PENDER CO

Work Phone : (910) 259-1212

E-Mail : KEITH.WELLS@PENDERSHERIFF.COM

Cell Phone : _____

VEHICLE

Stock # : PCSD UTILITY

New / Used : New

VIN : 9999999999999999

Mileage: 0

Vehicle : 2021 Ford Police Interceptor Utility

Color : _____

Type : Base All-wheel

Market Value Selling Price	57,185.00
Discount	7,183.28
Adjusted Price	50,001.72
Cash Deposit	.00
Balance	50,001.72

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Pender County Budget Ordinance Amendment

Thursday, March 25, 2021

Page 4 of 4

Date Thursday, March 25, 2021

Board Meeting Date (If Applicable) Tuesday, April 6, 2021

Fiscal Year FY 2020-2021 Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Transfer of funds to Capital Outlay/vehicle to purchase 8 Ford Explorers this FY.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510030-404517	Contracted Detention	350,000.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407403	Capital Outlay/vehicle	350,000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 350000 Total Expenditures 350000

Budget Amendment Balances when Zero. 0

Prepared By: Jennie Coleman Email jennifer.coleman@pendersheriff.com



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Erik Harvey

DATE: April 6, 2021

SUBJECT: Approval to add Schedule 002 to the existing Master Technology Lease Agreement with Winthrop Resources Corporation in the Amount of \$641,474 for the Lease of additional ITS Equipment for 36 months and a PO in the amount of \$107,006.

SUMMARY:

In June 2018, Pender County entered into Lease Agreement PE052118 with Winthrop Resources to refresh the County's core IT infrastructure equipment. This equipment is used to host County services, provide for Disaster Recovery and data backup.

Over the course of three years, the need for additional resources has increased. In an effort to delay the need to increase memory and backup storage capacity, ITS has made multiple attempts to modify configurations and adjust settings; however, the need to increase remains. To remedy the memory capacity issues, additional memory modules would be added to each host. Likewise, additional storage capacity would be added to the existing backup servers. The additional backup server storage capacity would also allow ITS to back up the Sheriff's Office servers once network integration efforts are complete in FY 21-22.

As ITS works to integrate the Sheriff's Office network into the County network, the Sheriff's Office's existing servers will need to move to County Data Centers. In preparation for this move, ITS is requesting four (4) VxRail nodes; two (2) at the primary data center and two (2) at the secondary data center for continuity/disaster recovery. This will negate the need to replace the Sheriff's Office nine (9) year old virtual server environment and prepare for data center consolidation. This equipment is no longer supported by the manufacturer; security and software updates are unavailable. During a recent Cybersecurity scan, facilitated by the North Carolina 911 Board, several vulnerabilities were detected on this equipment. However, since the equipment is no longer supported, software updates are no longer obtainable. A Third-Party support contract is in place but only covers hardware failure. Consolidation of aforementioned

equipment will not impact the Sheriff's Office Public Safety servers, Zuercher Pro Suite, which will remain at the Sheriff's Office locations.

Pender County is driven to reduce the need for paper records and instead move to paperless records. As the need for physical filing cabinets and physical storage space decreases, the need for Electronic storage space increases. To counteract this growing need, ITS is requesting an EMC Dell Unity device to house electronic records, departmental data, GIS data, etc. In addition, as ITS moves to integrate the Sheriff's Office's network with the County's, Sheriff's Office file storage would also be housed on this device. This EMC Unity device would replace the existing EMC VNX devices procured in 2013. These devices are no longer supported by the manufacturer; security and software updates are unavailable. A Third-Party support contract is in place but only covers hardware failure.

ITS is requesting that the Board of County Commissioners consider authorizing a new Schedule (002) to increase capacity to existing equipment and replace legacy equipment as outlined above. This new schedule will have a term of 36 months. In Fiscal Year 20-21, ITS was approved \$459,117 in the Equipment Lease IT account. The existing MTLA payments account for \$329,500; leaving \$129,617. In FY 20-21, the amount of \$107,005.09 (6 months of payments) would be paid to the leasing company for schedule 002 equipment. This will remove 6 months of payments from FY 23-24. In addition, ITS intends to move critical systems to the cloud, in future fiscal years, and re-evaluate the infrastructure needs in FY 22-23.

ACTION REQUESTED:

Approval to add Schedule 002 to the existing Master Technology Lease Agreement with Winthrop Resources Corporation in the Amount of \$641,474 for the Lease of additional ITS Equipment for 36 months and a PO in the amount of \$107,006. This expenditure has been budgeted in the FY 20-21 Budget Ordinance and will be taken from the following line item:

IT Equipment Lease: 445-402150



Pender County, NC

VxRail Memory Upgrade

FSGYQ1802

your davenport group representative

Sam Ansel
account executive

Sam.Ansel@davenportgroup.com

cell: **949-310-4523**
corporate: **877-231-9114**

Quote

Prepared For:

Pender County, NC
Earl Moore
805 South Walker Street
Burgaw, NC 28425
US
rmoore@pendercountync.gov

Quote Information:

Quote Number: FSGYQ1802
Date: 1/13/2021
Quote Expiration: 4/30/2021

Qty	Description	Unit Price	Ext. Price
	NC State Contract 204X		
1	VxRail RAM Upgrade (960Gb RAM Total per Cluster) for Prod & DR (60) VxRail 14G MEMORY 32GB RDIMM (192Gb RAM/Node) ProSupport w/mission critical Davenport Group Installation for VxRail Node Ram Upgrade		
	Original Cost SubTotal		\$54,100.00
	Davenport Group Discount	-\$7,140.00	-\$7,140.00
	VxRail RAM Upgrade SubTotal		\$46,960.00
	Total		\$46,960.00



davenportgroup

Davenport Group - Confidential & Proprietary

Page 4 of 73

2 of 3



Terms and Conditions

Terms of payment for the project are Net 15 from date of shipment, unless otherwise agreed upon. Upon shipment you will be billed 80% of the total project cost. Upon completion of the project, you will be billed the remaining 20%. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

**Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed beyond the Customer organization, without the express prior written consent of Davenport Group.*

Thank you for your business!

Signature

Date





Pender County, NC

Dell EMC ES30x Solution

FSGYQ1839

your davenport group representative

Sam Ansel
account executive

Sam.Ansel@davenportgroup.com

cell: **949-310-4523**
corporate: **877-231-9114**

Quote

Prepared For:

Pender County, NC
Earl Moore
805 South Walker Street
Burgaw, NC 28425
US
rmoore@pendercountync.gov

Quote Information:

Quote Number: FSGYQ1839
Date: 2/3/2021
Quote Expiration: 4/30/2021

Qty	Description	Unit Price	Ext. Price
	NC State Contract 204X		
2	Dell EMC ES30x OPT,ES30 SHELF,15X4TB SAS HDD,UPGRD G3 (60) DD REPLICATION SOFTWARE OPT UPG (60) DD Boost Software Option UPG (60) DD SOFTWARE UPG DD6300 RAW SHELF CAPACITY LICENSE ES30 4TB ACT 60TB RAW DD6300 SSD CAPACITY LICENSE FS 800GB 0.8TB RAW UPGD DD6300 EXPANSION KIT DIMM SSD FIELD PROSUPPORT W/MISSION CRITICAL-HARDWARE Co-Termed to Existing Hardware June 2023 PROSUPPORT W/MISSION CRITICAL-SOFTWARE Co-Termed to Existing Hardware June 2023 Davenport Group Services Implementation and Knowledge Transfer		
	Original Cost SubTotal		\$209,466.00
1	Davenport Group Discount	-\$19,382.00	-\$19,382.00
	DD Expansion Shelves for 2 Sites SubTotal		\$190,084.00
	Total		\$190,084.00



davenportgroup

Davenport Group - Confidential & Proprietary

Page 7 of 73

2 of 3



Terms and Conditions

Terms of payment for the project are Net 15 from date of shipment, unless otherwise agreed upon. Upon shipment you will be billed 80% of the total project cost. Upon completion of the project, you will be billed the remaining 20%. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

**Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed beyond the Customer organization, without the express prior written consent of Davenport Group.*

Thank you for your business!

Signature

Date





Pender County, NC

Dell EMC Unity Hybrid Solution

FSGYQ1840

your davenport group representative

Sam Ansel
account executive

Sam.Ansel@davenportgroup.com

cell: **949-310-4523**
corporate: **877-231-9114**

Quote

Prepared For:

Pender County, NC
Earl Moore
805 South Walker Street
Burgaw, NC 28425
US
rmoore@pendercountync.gov

Quote Information:

Quote Number: FSGYQ1840
Date: 2/3/2021
Quote Expiration: 4/30/2021

Qty	Description	Unit Price	Ext. Price
	NC State Contract 204X		
2	Unity 480 Hybrid DPE Unity SYSPACK 4X600GB 10K SAS 25X2.5 (3) Unity 400GB FAST CACHE 25X2.5 SSD (6) D4 3.2TB SAS FLASH 25X2.5 SSD Unity 2X4 Port Card 10GbE OPT UNITY 2X4 PORT IO 10GBE OPT ProSupport 4Hr Mission Critical Software Support, 48 Month(s)		
1	Unity 15x3.5 Hybrid DAE Unity 3U 15x3.5 DAE (9) D4 6TB NLSAS 15X3.5 DRIVE ProSupport and 4Hr Mission Critical, 48 Month(s)		
16	Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelen gth, 300m Reach - Ki		
8	Dell Networking Cable, OM4 LC/ LC Fiber Cable, (Optics requi red), 5 Meter, Customer kit		
	Davenport Group Implementation Services and Knowledge Transfer		
	Original Cost SubTotal		\$205,432.00
	Davenport Group Discount	-\$25,102.00	-\$25,102.00
	Unity 480 Hybrid DPE SubTotal		\$180,330.00
	Total		\$180,330.00



davenportgroup

Davenport Group - Confidential & Proprietary

Page 10 of 73

2 of 3



Terms and Conditions

Terms of payment for the project are Net 15 from date of shipment, unless otherwise agreed upon. Upon shipment you will be billed 80% of the total project cost. Upon completion of the project, you will be billed the remaining 20%. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

**Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed beyond the Customer organization, without the express prior written consent of Davenport Group.*

Thank you for your business!

Signature

Date





Pender County, NC

VxRail Expansion Nodes - 4YR

FSGYQ1481

your davenport group representative

Sam Ansel
account executive

Sam.Ansel@davenportgroup.com

cell: **949-310-4523**
corporate: **877-231-9114**

Quote

Prepared For:

Pender County, NC
Earl Moore
805 S. Walker Street
Burgaw, NC 28425
US
rmoore@pendercountync.gov

Quote Information:

Quote Number: FSGYQ1481
Date: 7/27/2020
Quote Expiration: 4/30/2021

Qty	Description	Unit Price	Ext. Price
	NC State Contract : 204X		
4	Dell EMC VxRail E560F All Flash Node 2U Chassis with 10 x 2.5in Drives INTEL CPU GD 6230 2.1G, 20C/40T 1S F (12) 32GB RDIMM, 2933MT/s, Dual Rank (384GB Per Node) 800GB 2.5" Cache SSD (3) 3.84TB Capacity SATA 2.5in SSD TPM 2.0 MODULE INSTALL KIT 10GBE SFP+ INTEL X710 QP 10Gb SFP+ (4) TRANSCEIVER LC SR 1G 10G iDrac Enterprise RRAILS 2-4POSTRACKS1U1N VxRail Manager v4.7 Dual Hot-Plug 1100W Power Supply 120-240V (2) C13 - C14 PDU Power Cord - 2M North America VMware vSAN Enterprise VMware vSAN Enterprise Production Support for 4 Years VMware vSphere Enterprise Plus License for 1 Processor VMware vSphere Enterprise Plus Production Support for 1 Processor for 4 Years ProSupport with Mission Critical 4HR for Software - 4 Year ProSupport with Mission Critical 4HR for Hardware - 4 Year		
16	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics Required), 3Meter Cust Kit Davenport Group Implementation Services and Knowledge Transfer		



davenportgroup

Davenport Group - Confidential & Proprietary

Page 13 of 73

2 of 4

Qty	Description	Unit Price	Ext. Price
	Original Cost SubTotal		\$278,000.00
	Davenport Group Discount	-\$53,900.00	-\$53,900.00
	Expansion of 2 VxRail E560F 4YR Per Site SubTotal		\$224,100.00
	Total		\$224,100.00



davenportgroup

Davenport Group - Confidential & Proprietary

Page 14 of 73

3 of 4



Terms and Conditions

Terms of payment for the project are Net 15 from date of shipment, unless otherwise agreed upon. Upon shipment you will be billed 80% of the total project cost. Upon completion of the project, you will be billed the remaining 20%. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

**Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed beyond the Customer organization, without the express prior written consent of Davenport Group.*

Thank you for your business!

Signature

Date



Lease Agreement

This Lease Agreement, dated March 15, 2021, by and between TCF NATIONAL BANK (the "Lessor") with an office located at 11100 Wayzata Boulevard, Suite 800, Minnetonka, Minnesota 55305 and PENDER COUNTY, NORTH CAROLINA (the "Lessee") with an office located at 805 South Walker Street, Burgaw, North Carolina 28425.

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

1. Term

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

2. Commencement Date

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

3. Lease Charge

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

4. Taxes

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

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

5. Delivery and Freight Costs

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

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

6. Installation

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

7. Return to Lessor

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

8. Maintenance

Lessee, at its sole expense, shall maintain the Equipment in good working order and condition. Lessee shall enter into, pay for and maintain in force during the entire term of any Lease Schedule, a maintenance agreement with the manufacturer of the Equipment providing for continuous uninterrupted maintenance of the Equipment (the "Maintenance Agreement"). Upon Lessor's request, Lessee shall provide a copy of each such Maintenance Agreement to Lessor. Lessee will cause the manufacturer to keep the Equipment in good working order in accordance with the provisions of the Maintenance Agreement and make all necessary adjustments and repairs to the Equipment. The manufacturer is hereby authorized to accept the directions of Lessee with respect thereto. Lessee agrees to allow the manufacturer full and free access to the Equipment. All maintenance and service charges, whether under the Maintenance Agreement or otherwise, and all expenses, if any, of the manufacturer's customer engineers incurred in connection with maintenance and repair services, shall be promptly paid by Lessee. Lessee warrants that all of the Equipment shall be in good working order operating according to manufacturer's

specification and eligible for the manufacturer's standard maintenance agreement upon delivery to and inspection and testing by the Lessor. If the Equipment is not free of physical defect or damage, operating according to manufacturer's specification, in good working order and/or eligible for the manufacturer's standard maintenance agreement, then Lessee agrees to reimburse Lessor for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof.

9. Location, Ownership and Use

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

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

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

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

10. Financing Statement

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

11. Alterations and Attachments

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

12. Loss and Damage

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

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

13. Insurance

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

as accelerated rental payments or adjustments of rental, but are made solely as compensation to Lessor for loss or damage of its Equipment.

14. Enforcement of Warranties

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

15. Warranties, Disclaimers and Indemnity

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

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

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

16. Event of Default

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

- (1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due;
- (2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith, which is not cured within ten (10) days after written notice thereof from Lessor;
- (3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber,

receive an allowance or credit for, or part with possession of, any item of Equipment;

- (4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purpose, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;
- (5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;
- (6) Lessee defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or Lessee defaults under any other agreement now existing or hereafter made with Lessor;
- (7) Lessee dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence; or
- (8) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement.

17. Remedies

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

- (1) recover from Lessee all accrued and unpaid Lease Charges and other amounts due and owing on the date of the default; and
- (2) recover from Lessee from time to time all Lease Charges and other amounts as and when becoming due hereunder; and
- (3) either (A) accelerate, cause to become immediately due and recover the present value of all Lease Charges and other amounts due and/or likely to become due hereunder from the date of the default to the end of the lease term using a discount rate of four percent (4%); or (B) cause to become immediately due and payable and recover from Lessee the Casualty Loss Value of the Equipment which Lessee agrees is not a penalty but rather a reasonable forecast of the just compensation for the harm caused by the Event of Default, which harm is incapable or very difficult of accurate estimation; and
- (4) terminate any or all of the Lessee's rights, but not its obligations, associated with the lease of Equipment under this Lease Agreement; and
- (5) either (A) retake (by Lessor, independent contractor, or by requiring Lessee to assemble and surrender the Equipment in accordance with the provisions of Section 7 hereinabove) possession of the Equipment without terminating the Lease Schedule or the Lease Agreement free from claims by Lessee which claims are hereby expressly waived by Lessee; or (B) require Lessee to deliver the Equipment to a location designated by Lessor; and
- (6) upon Lessor's instructions after an Event of Default, Lessee agrees to cease immediately the use of any or all Software, to uninstall and delete all copies of such licensed Software from any computer systems owned or controlled by Lessee or its affiliates or used for Lessee's or Lessee's affiliate's benefit, to destroy any and all written documentation, manuals and materials provided with the Software, and to provide Lessor with a certificate signed by a Lessee officer who is responsible for Lessee's information

systems, attesting to such cessation of use, deinstallation, deletion, and/or destruction of the Software; and

- (7) proceed by court action to enforce performance by Lessee of its obligations associated with any Lease Schedule and/or this Lease Agreement; and/or
- (8) pursue any other remedy Lessor may otherwise have, at law, equity or under any statute, and recover damages and expenses (including attorneys' fees) incurred by Lessor by reason of the Event of Default.

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

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

18. Costs and Attorneys' Fees

In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal or otherwise, whether initiated by Lessor or Lessee (or a debtor-in-possession or bankruptcy trustee), which arises out of, under, or is related in any way to this Lease Agreement, any Lease Schedule, or any other document, agreement or instrument executed pursuant hereto or in connection herewith, or any governmental examination or investigation of Lessee, which requires Lessor's participation (individually and collectively, the "Claim"), Lessee, in addition to all other sums which may be owed by Lessee under the provisions of this Lease Agreement, shall pay to Lessor, all costs, expenses and fees paid or payable in connection with the Claim, including, but not limited to, reasonable attorneys' fees as permitted by law and out-of-pocket costs, including travel and related expenses incurred by Lessor or its attorneys.

19. Lessor's Performance Option

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

20. Quiet Possession and Inspection

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

21. Assignments

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign this Lease Agreement or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease

Agreement have been fixed in anticipation of the possible assignment of Lessor's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee" herein) which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee if directed by Lessor, provided, however, that such recognition by Lessee shall not constitute a waiver of any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Lease Agreement or not) that Lessee may from time to time have against Lessor. Upon such assignment, the Lessor shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

22. Survival of Obligations

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

23. Authority

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

24. Landlords' and Mortgagees' Waiver

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

25. Miscellaneous

This Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed and delivered in, and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of, the State of North Carolina. Lessee and Lessor consent to the jurisdiction of any state or federal court located within North Carolina. At Lessor's sole election and determination, Lessor may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this Lease Agreement.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH IRREVOCABLY WAIVES ANY

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

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

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

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

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

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

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

The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s).

26. REPOSSESSION

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

27. Net Lease

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

28. Funding Out

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

29. Headings

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

30. Electronic Signatures

The express intent of the parties is that the Lease Agreement be a valid and legally enforceable lease contract between Lessee and Lessor notwithstanding any means of signature or signing, including PDF, manual or electronic signature. The words "signature," "sign," "signed," "execute," and words of like import in or relating to the Lease Agreement or any

other written or electronic document or record signed in connection with the Lease Agreement, including, but not limited to, any Lease Schedule and any Certificate of Acceptance shall be deemed to include (without limitation) electronic signatures and contract formations on electronic platforms, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature and/or physical delivery thereof to the full extent provided for in the Federal Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act as enacted in North Carolina or any other applicable similar state law based on the Uniform Electronic Transactions Act. The Lessee hereby represents and warrants that its electronic signature on any contract, record or other document (including, without limitation, the Lease Agreement including all amendments and supplements thereto) shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim.

Further, the parties hereto agree that electronic signature means a symbol or signature, or process attached to, or associated with, a contract (including, without limitation, the Lease Agreement and any amendment or supplement thereto and all Lease Schedules and Certificates of Acceptance) or other document or record and adopted by a contracting party with the intent to sign, authenticate or accept such contract, document or record. Lessor and Lessee unconditionally agree that the physical printed version of the Lease Agreement (including any amendments and supplements hereto) and any Lease Schedule containing a manual, fax, PDF, or electronic signature or signatures with the legend "Original" or "Original Chattel Paper" shall constitute the only original authoritative version and record. Both Lessor and Lessee hereby agree that this Lease Agreement (including any amendment or supplement), any Lease Schedule, any Certificate of Acceptance or any other written or electronic document or record signed in connection with the Lease Agreement may be authenticated by electronic signatures.

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

Every Term is Agreed to and Accepted:

TCF NATIONAL BANK

By: _____

Print Name: _____

Title: _____

Date: _____

Every Term is Agreed to and Accepted:

PENDER COUNTY, NORTH CAROLINA

By: _____

Print Name: _____

Title: _____

Date: _____

CERTIFICATION

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

(Signature of finance officer)

LEASE SCHEDULE NO. 002

This Lease Schedule is issued pursuant to the Lease Agreement Number MA-0010993 dated March 15, 2021 (the "Lease Agreement"). The terms of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 002, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Lease Agreement.

LESSOR

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

SUPPLIER OF EQUIPMENT

Various

LESSEE

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

LOCATION OF INSTALLATION

Same As Above

Term of Lease from Commencement Date: 36 months

Monthly Lease Charge: Months 1: \$83,035.00; Months 2-5: \$0.00; Thereafter: \$16,607.00

Anticipated Delivery and Installation: March - May 2021

Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit in the amount of \$16,607.00. If there is no event of default, this security deposit may be applied toward the total amounts due pursuant to this Lease Schedule.

EQUIPMENT**MANUFACTURER**

Dell
Dell and Davenport

QTY**MACHINE/MODEL****EQUIPMENT DESCRIPTION (including features)**

VxRail, Memory, Unity 480
Services, Software and Maintenance

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

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

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of equipment is accepted and the Commencement Date. The lease rate and associated Lease Charges are based on the applicable treasury rate published as of March 10, 2021. Should the treasury rate increase prior to or during the Installation Period, the lease rate will be adjusted. Lessee agrees to lease from Lessor Equipment that has an acquisition value of \$641,474.00. This Lease Schedule 002 shall commence on the earlier of the following: (i) the first of the month following installation of all equipment associated with this Lease Schedule 002, or (ii) June 1, 2021.

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

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

CERTIFICATION

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

(Signature of finance officer)

Agreed to and Accepted:

TCF NATIONAL BANK
"LESSOR"

By: _____

Print Name: _____

Title: _____

Date: _____

Agreed to and Accepted:

PENDER COUNTY, NORTH CAROLINA
"LESSEE"

By: _____

Print Name: _____

Title: _____

Date: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

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

Re: Lease Schedule Number 002 and Lease Agreement Number MA-0010993 (together, the "Lease"), dated as of _____, 2021, by and between _____ ("Lessee") and TCF National Bank ("Lessor").

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of _____ (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
5. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee. Lessor may perfect its security interest in the assets listed on the lease by filing UCC statements in _____ (or via specified other process).
6. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by TCF National Bank and its successors and assigns.

Very truly yours,

**CERTIFICATE
OF
INCUMBENCY AND AUTHORITY**

THE UNDERSIGNED DOES HEREBY CERTIFY THAT: (a) I am the duly elected, qualified and acting officer responsible for maintaining the Organization's records (whether characterized as Secretary, Secretary of Board, Recorder of Minutes, or otherwise) of Pender County, North Carolina, a county of the state of North Carolina duly created under the laws of the State of North Carolina (the "Organization"); (b) the persons whose names, titles, e-mail addresses, and signatures appear below are absolutely, unconditionally and duly elected (or appointed), qualified and authorized for and on behalf of the Organization to execute and deliver any agreement, schedule, statement of work, certificate of acceptance or any other document or instrument relating thereto (the "Documents"); (c) the signature appearing opposite the respective name is the genuine signature; (d) the e-mail address appearing opposite the respective name is the correct company e-mail address for such person; (e) the Organization has the power, authority and legal right under the laws of the State of North Carolina to execute, deliver and perform the Documents, the execution, delivery and performance of which have been duly authorized by all necessary statutory and administrative action, and no other legislative or other proceedings on the part of the Organization are necessary to authorize the Documents and the transactions contemplated therein; (f) the Documents will be duly executed by manual or electronic signature and delivered on behalf of the Organization by duly authorized officers of the Organization, and the Documents when executed and delivered will constitute the legal, valid and binding obligations of the Organization, enforceable against it in accordance with their respective terms; (g) that all actions heretofore taken by the officer or officers named herein in executing and delivering the Documents on behalf of the Organization and in the exercise of the authority and powers herein certified are hereby ratified, adopted and confirmed; and (h) the execution and delivery of any Documents for and on behalf of the Organization is not prohibited by or in any manner restricted by the terms of the Organization's organizational documents and/or any applicable constitutional provision, law or administrative regulation of the State of North Carolina or the United States of America or any agency or instrumentality of either.

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

**E-MAIL
ADDRESS:** _____

**E-MAIL
ADDRESS:** _____

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate on the date set forth below.

Signature: _____

Name: _____

Title: _____

Date: _____



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

Statewide IT Contract Number **204X – IT Infrastructure Solutions**

Bid / Solicitation Number ITS-400277

Contract Award Type CONVENIENCE

Current Effective Dates **July 1, 2018 through June 30, 2023**
Renewals: Five (5) one-year options

Contract Administrator Debbie Patterson
Email: debbie.patterson@nc.gov
Tel: 919-754-6619

The Statewide IT Procurement Office continues to evaluate Vendor offers received in response to IFB ITS-400277. Additional vendors may be awarded as the State completes evaluation of offers received prior to the bid opening date and time.

Scope

The Department of Information Technology created this Statewide IT Contract to provide IT Infrastructure Solutions for purchase, with options for support, to Agencies within the State of North Carolina. The scope of the 204X Statewide IT Contract is defined in Table 1:

Segment	Segment Description
Servers	Physical servers, including rack-mounted, blades, and tower models, virtual servers, and related emerging technologies
Storage	Enterprise mass storage components, purchased as standalone units or as part of a storage system containing several unique items, and related emerging technologies
Networking Equipment	Physical devices which are required for communication and interaction between devices on a computer network, and related emerging technologies (e.g., L1-L7 networking devices: repeaters, extenders, optical, switches, routers, firewalls, gateways, and IP Telephony)
IT Infrastructure Software	Software used in the operation, maintenance, or management of IT Infrastructure Solutions within the scope of this contract (e.g., IT hardware management software, software defined storage, network modeling software, performance monitoring software)
Converged IT Infrastructure Solutions	Includes pre-engineered converged and hyper-converged enterprise infrastructure solutions that integrate one or more IT infrastructure elements (e.g., servers, storage, networking equipment, virtualization, management software) and related emerging technologies
IT Infrastructure Peripheral Components	Peripherals (e.g., memory, hard drives, racks, additional processors, cables) must be able to attach to, work with, and be supported by the IT Infrastructure Solutions and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripheral Options (procured by themselves) may be purchased under this contract in amounts up to \$25,000 .

Segment	Segment Description
Value Added Services	Value Added Services related to IT Infrastructure Solutions (e.g., roadmap planning, site assessments, design, configuration, manufacturing (e.g., assembly, configuration), installation, implementation, training, move / add / changes, hard drive retention, end of life disposal / recycling, and support and maintenance, including extended maintenance renewals for hardware and associated software, middleware, and firmware. For Value Added Services, Vendor and Agency shall develop a mutually agreed upon written Statement of Work subject to the terms and conditions of this contract to describe in detail the Value Added Services being provided by the Vendor to the Agency and the specific pricing for these Value Added Services.

Table 1: Scope of 204X Statewide IT Contract

The contract shall be a Statewide IT **CONVENIENCE** Contract for the use of Executive State Agencies and non-Executive State Agencies as permitted by law. This is not a mandatory IT Statewide Term Contract. Non-Executive State Agencies include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local (municipal and county) governments.

PLEASE NOTE: Any Executive Branch State Agency that will be using a 204X Vendor Solution which is Cloud-Based or Software as a Service (SaaS) must submit a request to the State CIO for a hosting exception via the Exception Process located at the following link: <https://it.nc.gov/documents/exception-resources>

NC State IT Contract 204X Manufacturers:		
Aerohive Networks	Gigamon	SecureWorks
Arista Networks	Hedvig (Removed 7/31/2020)	Symantec
Avaya	Hewlett Packard Enterprise	Tripp Lite
Belkin	Hitachi	Veritas **Only non-Cloud Software**
BlueCat Networks	IBM	VMware
Ciena	Infoblox	
Cisco	Lenovo	
Dell	NetApp	
EMC	Nutanix	
Extreme Networks	Palo Alto	
F5 Networks	Pure Storage	
Forescout Technologies	Riverbed	
Fortinet	Rubrik	
Fujitsu (Removed 6/9/2020)	Ruckus Networks	

Vendor Contact Information

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

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Aerohive Networks	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Inside Sales – State and Local Governments</u> Jonnette Pennington Email: jpennington@aerohive.com Phone: 408-316-0913 <u>Outside Sales – State. Local Governments, K-12, Higher Education</u> Luis Rodriguez, Regional VP Email: lrodriguez@aerohive.com Phone: 321-422-9577 <u>Customer Service / Technical / Warranty Support</u> Website: https://support.aerohive.com Email: rkorb@aerohive.com Phone: 866-365-9918 Fax: 408-510-6199
	A3 Communications	1911 Associates Lane Suite G Charlotte, NC 28217	<u>Inside Sales – State and Local Governments</u> Hunter Thornton Email: hthornton@a3communications.com Phone: 678-630-9134 <u>Outside Sales – State and Local Governments</u> Matt Whitfield Email: mwhitfield@a3communications.com Phone: 704-956-3908 <u>Sales – K-12</u> Greg Moorer Email: gmoorer@a3communications.com Phone: 803-269-9222 <u>Sales – Higher Education</u> Scott Rives Email: srives@a3communications.com Phone: 803-354-6158
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments</u> Melissa Deets Email: melidee@cdwg.com Phone: 717-571-8706 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	CNIC, Inc.	4418 Monroe Road Suite E Charlotte, NC 28205-7763	<u>Sales – State and Local Governments</u> Gary Snyder Email: gary.snyder@cnic-inc.com Phone: 704-344-0090 <u>Sales – K-12 and Higher Education</u> Jordann Rader Email: jordann.rader@cnic-inc.com Phone: 704-582-9422

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Aerohive Networks	Data Network Solutions, Inc	629 Lake Tide Dr. Chapin, SC 29036	<u>Sales – State and Local Governments, Education</u> Bruce Fisher Email: bfisher@datanetworksolutions.com Phone: 704-905-1920
	Encore Technology Group, LLC	2000 Wade Hampton Blvd. Suite 210 Greenville, SC 29615	<u>Inside Sales – State and Local Governments</u> Megan White Email: insidesales@encoretg.com Phone: 888-983-6267 <u>Outside Sales – State and Local Governments & Higher Education</u> Danielle Stengel Email: dstengel@encoretg.com Phone: 704-280-1489 <u>Sales – K-12</u> Mike Ingram Email: mingram@encoretg.com Phone: 336-870-0848

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Aerohive Networks	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinatteam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Mazev Email: Jeff_Mazev@shi.com Phone: 914-364-3577
Arista Networks, Inc.	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Sales – State, Local Governments, K-12, Higher Education</u> Bobby Conway Email: bobby@arista.com Phone: 615-920-9303 <u>Customer Service / Technical / Warranty Support</u> Website: www.arista.com Email: support@arista.com Phone: 866-476-0000 Fax: 408-538-8920

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Arista Networks, Inc.	Intelligent Visibility, Inc.	200 South Elm. St. Suite 200 Greensboro, NC 27401	<u>Inside Sales – State and Local Governments</u> Tonya Brewer Email: tbrewer@intelligentvis.com Phone: 336-202-2352 <u>Outside Sales – State and Local Governments</u> Mike Controne Email: mcotrone@intelligentvis.com Phone: 336-908-8580 <u>Sales – K-12</u> Rich Dexter Email: rdexter@intelligentvis.com Phone: 336-908-2975 <u>Sales – Higher Education</u> Rob Blair Email: rblair@intelligentvis.com Phone: 336-908-7109
	Sirius Computer Solutions, Inc.	10100 Reunion Place Suite 500 San Antonio, TX 78216	<u>Outside Sales – State and Local Governments, Education</u> Phyllis (PJ) Byrd Email: phyllis.byrd@siriuscom.com Phone: 210-369-0617 <u>Sales – K-12</u> Josh Enderline Email: Josh.Enderline@Siriuscom.com Phone: 919-215-6749 <u>Sales – Higher Education</u> Aaron Riggleman Email: Aaron.Riggleman@Siriuscom.com Phone: 919-500-1852
Avaya Inc.	Direct	4655 Great America Parkway Santa Clara, CA 95054	<u>Sales – State and Local Governments, Education</u> Michelle Bueti Email: buetim@avaya.com Phone: 919-425-8254
	Meridian IT, Inc.	9 Parkway N. Suite 500 Deerfield, IL 60015	<u>Sales – State and Local Governments, Education</u> Wayne Ianuario Email: wayne.ianuario@meridianitinc.com Phone: 864-345-7959
	StepCG, LLC	525 W. Fifth Street Suite 332 Covington, KY 41011	<u>Sales – State and Local Governments, Higher Education</u> Rob Huff rhuff@stepcg.com Phone: 513-795-6000

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Avaya Inc.	Tricom Communication Services, Inc.	5400 Etta Burke Ct. Raleigh, NC 27606	<u>Sales – State and Local Governments, Higher Education</u> Steve Chandler schandler@tricom-usa.com Phone: 919-865-2002
BlueCat Networks (USA) Inc.	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Sales – State and Local Governments, Education</u> Tyler Bodell Email: tbodell@bluecatnetworks.com Phone: 703.785.7404 <u>Customer Service / Technical / Warranty Support</u> Website: https://care.bluecatnetworks.com Email: support@bluecatnetworks.com Phone: 1-866-491-2228 Fax: 416-225-3324

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
BlueCat Networks (USA) Inc.	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Maze Email: Jeff_Maze@shi.com Phone: 914-364-3577
Carahsoft Technology Corporation	Direct For following products: • F5 Networks • Forescout • Gigamon • Infoblox • Nutanix • Palo Alto • SecureWorks • Symantec • Veritas (non-Cloud software only)	1860 Michael Faraday Dr. Suite 100 Reston, VA 20190	<u>Inside Sales – State and Local Governments</u> Rich Mague Email: Richard.Mague@carahsoft.com Phone: 703-871-8578 <u>Outside Sales – State and Local Governments</u> Carahsoft Sales Team Email: sales@carahsoft.com Phone: 703-871-8500 <u>Sales – K-12 and Higher Education</u> Tim Boltz Email: Tim.Boltz@carahsoft.com Phone: 703-230-7402

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Carahsoft Technology Corporation	CDW Government LLC For following products: - F5 Networks - Infoblox - Nutanix - Palo Alto - Symantec - Veritas (non-Cloud software only)	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Inside Sales – State and Local Governments</u> Nicole Tuzzolino Email: nicotuz@cdwg.com Phone: 866-850-5223 <u>Outside Sales – State and Local Governments</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 866-769-8287 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	Data Network Solutions, Inc For following products: - F5 Networks - Gigamon - Infoblox - Nutanix - Palo Alto - Symantec	629 Lake Tide Dr. Chapin, SC 29036	<u>Inside Sales – State and Local Governments</u> Miriam Rodrigue Email: mrodrigue@datanetworksolutions.com Phone: 864-640-1343 <u>Outside Sales – State and Local Governments, Education</u> Bruce Fisher Email: bfisher@datanetworksolutions.com Phone: 704-905-1920
	Enterprise IT Solutions (EITS) (HUB VENDOR) For following products: - F5 Networks - Gigamon - Infoblox - Nutanix - Palo Alto - Symantec	15105 John J Delaney Dr. Suite D-32 Charlotte, NC 28277	<u>Sales – State and Local Governments, Education</u> Leo Chavez Email: chavezl@eits.com or quotes@eits.com Phone: 803-493-7549 <u>Sales – State and Local Governments, Education</u> Andrew Bena Email: benaa@eits.com Phone : 803-280-0283

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Carahsoft Technology Corporation	Insight Public Sector, Inc For following products: Veritas (non-Cloud software only)	6820 S. Harl Ave. Tempe, AZ 85283	<u>Inside Sales – State and Local Governments</u> Scott Lipson Email: scott.lipson@insight.com Phone: 514-373-8351 <u>Outside Sales – State and Local Governments</u> Molly Harper Email: molly.harper@insight.com Phone: 919-539-8298 <u>Outside Sales – K-12 and Higher Education</u> Kelly Riedel Email: kelly.riedel@insight.com Phone: 919-379-8548
	NWN Corporation	271 Waverley Oaks Road Waltham, MA 02452	<u>Sales – State and Local Governments, Education</u> Greg Syer Email: gsyer@nwnit.com Phone: 919-653-4477
	Presidio Networked Solutions LLC For following products: - F5 Networks - Gigamon - Infoblox - Nutanix - Palo Alto - Veritas (non-Cloud software only)	5003 S. Miami Blvd Suite 110 Durham, NC 27703	<u>Inside Sales – State and Local Governments</u> Jessica Blust jblust@presidio.com Phone: 407-641-0524 <u>Outside Sales – State and Local Governments, Higher Education</u> Shawn Alba Email: salba@presidio.com Phone: 919-592-9676 <u>Sales – K-12</u> Jim Slowik Email: jslowik@presidio.com Phone: 919-228-6123

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Carahsoft Technology Corporation	SHI International Corp. (HUB VENDOR) For following products: • F5 Networks • Gigamon • Infoblox • Nutanix • Palo Alto • Symantec • Veritas (non-Cloud software only)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Maze Email: Jeff_Maze@shi.com Phone: 914-364-3577

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
CDWG	Direct For following products: • Belkin • Riverbed • Rubrik • Tripp Lite	230 N. Milwaukee Ave Vernon Hills, IL 60061	<u>Inside Sales – State and Local Governments</u> Nicole Tuzzolino Email: nicotuz@cdwg.com Phone: 866-850-5223 <u>Outside Sales – State and Local Governments</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 866-769-8287 <u>Sales – K-12</u> Ray Sorrentino Email: raysor@cdwg.com Phone: 866-833-0358 <u>Sales – Higher Education</u> Justin Scott Email: justins@cdwg.com Phone: 877-820-8807
Ciena	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Sales – State Governments</u> Larry Graff Email: lgraff@ciena.com Phone: 443-690-3480 <u>Sales –Local Governments, K-12, Higher Education</u> Greg Nelson Email: gnelson@ciena.com Phone: 919-609-0830 <u>Customer Service / Technical / Warranty Support</u> Website: https://portal.ciena.com Phone: 800-243-6224 Fax: 410-694-5750
	Carousel Industries of North America, Inc	659 South County Trail Exeter, RI 02882	<u>Sales – State and Local Governments, Education</u> Brandon L. Hall Email: bhall@carouselindustries.com Phone: 919-230-9536
	CenturyLink CommunicationsL LC.	14111 Capital Blvd. Wake Forest, NC 27587	<u>Sales – State and Local Governments, Education</u> Christine Mostowy Email: christine.mostowy@centurylink.com Phone: 404-695-5999

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Ciena	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Inside Sales – State and Local Governments</u> Melissa Deets Email: melidee@cdwg.com Phone: 717-571-8706 <u>Outside Sales – State and Local Governments</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 866-769-8287 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	Graybar	211 S. New Hope Road Raleigh, NC 27610	<u>Inside Sales – State and Local Governments, K-12, Higher Education</u> Bryan Gilliam Email: Byran.gilliam@graybar.com Phone: 336-275-9441 <u>Outside Sales – State and Local Governments, K-12, Higher Education</u> Steve Foy Email: Steven.foy@graybar.com Phone: 919-623-8544
	Integration Partners Corporation	12 Hartwell Avenue, Lexington, MA 02421	<u>Sales – State and Local Governments, Education</u> Greg Fowler Email: gflower@integrationpartners.com Phone: 704-236-1028
	Telamon Corporation	1000 E 116th St Carmel, IN 46032	<u>Sales – State and Local Governments, Education</u> Mike Taylor Email: Mike.taylor@telamon.com Phone: 404-307-2360
Cisco Systems, Inc.	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Sales State and Local Governments</u> Anna Miller Email: annamil@cisco.com Phone: 984-216-0775 <u>Outside Sales – For the following State Government Agencies: DIT, DPS, AOC only</u> Chris Kouskolekas Email: ckouskol@cisco.com Phone: 919-392-0527 (office) 919-428-4020 (mobile) <u>Sales –K-12 and Higher Education</u> Andy Chai-Seong Email: achaiseo@cisco.com Phone: 408-895-2832

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Cisco Systems, Inc.	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Outside Sales – State and Local Governments</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 919-272-6083 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	ePlus Technology, Inc.	511 Davis Drive Suite 350 Morrisville, NC 27560	<u>Inside Sales – State and Local Governments, Education</u> Kelly Manning Email: kmanning@eplus.com Phone: 910-679-3726 <u>Outside Sales – State and Local Governments, Education</u> Marcel Provencher Email: mprovencher@eplus.com Phone: 919-767-2979
	DISYS Solutions, Inc.	44670 Cape Court Suite 100 Ashburn, VA 20147	<u>Inside State and Local Governments</u> Pankaj Sharma Email: Pankaj.Sharma@dsitech.com Phone: 571-707-3610 <u>Outside Sales – State and Local Governments and K-12</u> John Mills Email: John.Mills@dsitech.com Phone: 864-350-8477 <u>Sales – Higher Education</u> Roy Everett Email: Roy.Everett@dsitech.com Phone: 571-707-3655
	Internetwork Services Incorporated, dba Internetwork Engineering	13777 Ballantyne Corporate Place Suite 305 Charlotte, NC 28277	<u>Inside State and Local Governments</u> Client Services Email: ClientServices@ineteng.com Phone: 704-540-5800 <u>Outside Sales – State and Local Governments and Education</u> NC SLED Account Team Email: NCSLED@ineteng.com Phone: 704-540-5800

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Cisco Systems, Inc.	NWN Corporation	7025 Albert Pick Road Suite 302 Greensboro, NC 27409	<u>Inside Sales – State and Local Governments</u> Nichole Farrar Email: nfarrar@nwnit.com Phone: 919-653-4456 <u>Outside Sales – State and Local Governments</u> Greg Syer Email: gsyer@nwnit.com Phone: 919-653-4477 <u>Sales – K-12</u> James Welch Email: JWelch@nwnit.com Phone: 919-653-4461 <u>Sales – Higher Education</u> Mike Kane Email: MKane@nwnit.com Phone: 704-496-6907
	Presidio Networked Solutions, LLC	5444 Wade Park Blvd. Raleigh, NC 27607	<u>Inside Sales – State and Local Governments</u> Jessica Blust jblust@presidio.com Phone: 407-641-0524 <u>Outside Sales – State and Local Governments, Higher Education</u> Shawn Alba Email: salba@presidio.com Phone: 919-592-9676 <u>Sales – K-12</u> Jen Zadnik Email: izadnik@presidio.com Phone: 919-228-6121
	Rove, LLC	3201 International Airport Dr., Suite 100 Charlotte, NC 28208	<u>Inside State and Local Governments</u> Brian Calfo Email: brian.calfo@withrove.com Phone: (704) 413-0897 <u>Outside Sales – State and Local Governments</u> Marcus Jacoby Email: Marcus.Jacoby@withrove.com Phone: (704) 413-0902 <u>Sales –K-12 and Higher Education</u> Jack Daykin Email: Jack.Daykin@withrove.com Phone: (704) 413-0914

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Dell	Direct	One Dell Way Round Rock, TX 78682	<u>Inside Sales – State and Local Governments</u> Karen Dauskurdas Email: K_Dauskurdas@Dell.com Phone: 512-513-9630 <u>Outside Sales – State and Local Governments</u> Manny Veloza Email: manny.veloza@dell.com Phone: 919-272-5214 <u>Sales – K-12</u> Clarence Williams Email: clarence_williams@dell.com Phone: 919-279-3352 <u>Sales – Higher Education</u> Jim Rigney Email: jim_rigney@dell.com Phone: 919-349-6617 <u>Customer Service / Technical / Warranty Support</u> Website: www.dell.com Email: http://www.dell.com/support/incidents-online/us/en/04/email/order-support Phone: 800-766-3355 Fax: 512-283-0526
	Cambridge Computer Services, Inc (HUB VENDOR)	271 Waverley Oaks Road Suite 301 Waltham, MA 02452	<u>Sales – State, Local Governments, & Higher Education</u> Gerry Franzen Email: gfranzen@cambridgecomputer.com Phone: 919-605-9934 <u>Sales – K-12</u> Mike Rowland Email: mrowland@cambridgecomputer.com Phone: 240-315-7695
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Inside Sales – State and Local Governments</u> Nicole Tuzzolino Email: nicotuz@cdwg.com Phone: 866-850-5223 <u>Outside Sales – State and Local Governments</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 203-851-7126 <u>Sales – K-12</u> Ashley Pratt Email: ashlpra@cdw.com Phone: 866-819-6496 <u>Sales – Higher Education</u> Mitch Huffington Email: mitchh@cdwg.com Phone: 847-968-9362

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Dell	Davenport Group	4166 Lexington Ave N St. Paul, MN 55126	<u>Sales – State and Local Governments</u> Matt Johnson Email: Matt.johnson@davenportgroup.com Phone: 651-765-0279 <u>Sales – Higher Education</u> Mary Brown Email: Mary.brown@davenportgroup.com Phone: 651-765-0279
	Presidio Networked Solutions LLC	5444 Wade Park Blvd. Suite 150 Raleigh, NC 27617	<u>Sales – State and Local Governments, Education</u> Brian Brantley Email: bbrantley@presidio.com Phone: 205-238-6026
	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinatteam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Mazev Email: Jeff_Mazev@shi.com Phone: 914-364-3577

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Dell	Sirius Computer Solutions, Inc.	10100 Reunion Place Suite 500 San Antonio, TX 78216	<u>Outside Sales – State and Local Governments, Education</u> Phyllis (PJ) Byrd Email: phyllis.byrd@siriuscom.com Phone: 210-369-0617 <u>Sales – K-12</u> Josh Enderline Email: Josh.Enderline@Siriuscom.com Phone: 919-215-6749 <u>Sales – Higher Education</u> Aaron Riggleman Email: Aaron.Riggleman@Siriuscom.com Phone: 919-500-1852
	Tiber Creek Consulting (HUB VENDOR)	10130 Mallard Creek Road, Suite 300 Charlotte, NC 28262	<u>Inside Sales – State and Local Governments</u> Keith Bond Email: keith.bond@tibercreek.com Phone: 704-441-5405 <u>Outside Sales – State and Local Governments</u> David Lloyd Email: David.Lloyd@tibercreek.com Phone: 704-996-3718 <u>Sales – K-12</u> Donald Junker Email: Don.Junker@tibercreek.com Phone: 704-685-2479 <u>Sales –Higher Education</u> Jennifer Hillesland Email: Jennifer.Hillesland@tibercreek.com Phone: 704-614-0742
EMC	Direct	176 South Street Hopkinton, MA 01748	<u>Sales – State and Local Governments, K-12, Higher Education</u> Mike Wade Email: michael.wade@dell.com Phone: 919-247-0851 <u>Customer Service / Technical / Warranty Support</u> Website: http://support.emc.com Phone: 800-782-4362
	AHEAD, Inc.	401 North Michigan Ave. Suite 3400 Chicago, IL 60611	<u>Outside Sales – State, Local Governments, & Higher Education</u> John Q. Holtz Email: john.holtz@thinkahead.com Phone: 704-957-2190

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
EMC	Cambridge Computer Services, Inc (HUB VENDOR)	271 Waverley Oaks Road Suite 301 Waltham, MA 02452	<u>Inside Sales – State, Local Governments, & Higher Education</u> Jim Gordon Email: jgordon@cambridgecomputer.com Phone: 508-686-6745 <u>Outside Sales – State, Local Governments, & Higher Education</u> Gerry Franzen Email: gfranzen@cambridgecomputer.com Phone: 919 747-4070 <u>Sales – K-12</u> Mike Rowland Email: mrowland@cambridgecomputer.com Phone: 240-315-7695
	Davenport Group	4166 Lexington Ave N St. Paul, MN 55126	<u>Sales – State and Local Governments</u> Matt Johnson Email: Matt.johnson@davenportgroup.com Phone: 651-765-0279 <u>Sales – Higher Education</u> Mary Brown Email: Mary.brown@davenportgroup.com Phone: 651-765-0279
	eGroup Holding Company, LLC	PO Box 38 Mount Pleasant, SC 29465	<u>Inside Sales for State and Local Governments</u> Jeff Thomas Email: insidesales@eGroup-us.com Phone: 877-347-6871 <u>Outside Sales – State and Local Governments, K-12, Higher Education</u> Daniel Navarro Email: insidesales@eGroup-us.com Phone: 877-347-6871
	Presidio Networked Solutions LLC	5003 S. Miami Blvd Suite 110 Durham, NC 27703	<u>Sales – State and Local Governments, Education</u> Shawn Alba Email: salba@presidio.com Phone: 919-323-8081
	Rove, LLC	3201 International Airport Dr., Suite 100 Charlotte, NC 28208	<u>Inside State and Local Governments</u> Brian Calfo Email: brian.calfo@withrove.com Phone: (704) 413-0897 <u>Outside Sales – State and Local Governments, Education</u> Marcus Jacoby Email: Marcus.Jacoby@withrove.com Phone: (704) 413-0902

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
EMC	Sirius Computer Solutions, Inc.	10100 Reunion Place Suite 500 San Antonio, TX 78216	<u>Sales – State and Local Governments, Higher Education</u> Phyllis (PJ) Byrd Email: phyllis.byrd@siriuscom.com Phone: 210-369-0617 <u>Sales –K-12</u> Aaron Rigglemen Email: aaron.rigglemen@siriuscom.com Phone: 919-500-1852
	Level Solutions Group, LLC	200 West Lexington Ave. High Point, NC 27265	<u>Inside State and Local Governments</u> Eric Abeles Email: eables@levelsq.com Phone: 336-259-9887 <u>Outside Sales – State and Local Governments, Education</u> Kenyon Barnett Email: kbarnett@levesq.com Phone: 336-687-4655
Extreme Networks	Direct	6480 Via Del Oro San Jose, CA 95119	<u>Sales – State and Local Governments, Education</u> Chris Bondi Email: cbondi@extremenetworks.com Phone: 919-457-8250 <u>Customer Service / Technical / Warranty Support</u> Website: https://www.extremenetworks.com/support/contact/ Email: btownsen@extremenetworks.com Phone: 800-872-8440
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments, Education</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 919-272-6083 Nicole Tuzzolino Email: nicotuz@cdwg.com Phone: 866-850-5223
	Data Network Solutions, Inc	629 Lake Tide Dr. Chapin, SC 29036	<u>Sales – State and Local Governments, Education</u> Bruce Fisher Email: bfisher@datanetworksolutions.com Phone: 704-905-1920

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Extreme Networks	Lockstep	5403 Stoney Ridge Court Belmont, NC 28012	<u>Sales – State and Local Governments, Education</u> Jim Pullano Email: jpullano@lockstepgroup.com Phone: 630-802-0202 Michael Lawing Email: mlawing@lockstepgroup.com Phone: 704-577-4610
	Meridian IT, Inc.	2065 Donald Street Indian Land, SC 29707	<u>Sales – State and Local Governments, Education</u> Gary Shipman Email: Gary.shipman@meridianitinc.com Phone: 980-288-6950
	Pharr Technologies	215 S. Trade St. Shelby, NC 28150	<u>Sales – State and Local Governments, Education</u> Rusty Earle Email: rearle@pharrtechnologies.com Phone: 704-487-4311
	RM Source	150 Fayetteville Street, Suite 810 Raleigh, NC 27601	<u>Sales – State and Local Governments, Education</u> Email: rhultin@rmsource.com Phone: 919-246-3845
	StepCG, LLC	137 E. Fourth Street Suite 210 Cincinnati, OH 45202	<u>Sales – State and Local Governments, Higher Education</u> Mitch Needles mneedles@stepcg.com Phone: 513-795-6000, Ext. 3126

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Fortinet, Inc.	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Sales – State and Local Governments, Higher Education</u> Fortinet NC SLED Team Email: NCSLED@fortinet.com <u>Sales – State and Local Governments and Education (Western NC)</u> J.B. Webb Email: jwebb@fortinet.com Phone: 704-651-8008 <u>Sales – State and Local Governments and Education (Central NC)</u> Stephanie Ferrell Email: ferrells@fortinet.com Phone: 919-602-0850 <u>Sales – State and Local Governments and Education (Eastern NC)</u> Brent Collins Email: bcollins@fortinet.com Phone: 803-807-8708 <u>Customer Service / Technical / Warranty Support</u> Website: https://support.fortinet.com/ Phone: 866-648-4638
	BridgeTek Solutions	744 East Stone Ave Greenville, SC 29601	<u>Inside Sales – State and Local Governments</u> Kelley Turpin Email: Kturpin@bridgeteksolutions.com Phone: 704-517-3002 <u>Outside Sales – State and Local Governments</u> Tom Clinton Email: Tclinton@bridgeteksolutions.com Phone: 864-420-1785 <u>Sales – K-12</u> Vance Milford Email: vmilford@bridgeteksolutions.com Phone: 864-214-0221 <u>Sales – Higher Education</u> John Ulmer Email: julmer@bridgeteksolutions.com Phone: 803-240-3579
	Carolina Advanced Digital	133 Triangle Trade Drive Cary, NC 27513	<u>Inside Sales – State and Local Governments</u> Julie Allen Email: julie@cadinc.com Phone: 919-460-1313 <u>Outside Sales – State and Local Governments, K-12, Higher Education</u> BreAnn Verreen Email: bre@cadinc.com Phone: 919-460-1313

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Fortinet, Inc.	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments, Education</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 919-272-6083 Nicole Tuzzolino Email: nicotuz@cdwg.com Phone: 866-850-5223 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	ePlus Technology, Inc.	511 Davis Drive Suite 350 Morrisville, NC 27560	<u>Inside Sales – State and Local Governments, Education</u> Kelly Manning Email: kmanning@eplus.com Phone: 910-679-3726 <u>Outside Sales – State and Local Governments, Education</u> Marcel Provencher Email: mprovencher@eplus.com Phone: 919-767-2979

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Fortinet, Inc.	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinatteam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Maze Email: Jeff_Maze@shi.com Phone: 914-364-3577
	SpartanTec, Inc.	P.O. Box 132 Longs, SC 29568	<u>Inside Sales – State and Local Governments</u> Lisa Carter Email: lcarter@spartantec.com Phone: 843-418-4792 <u>Outside Sales – State and Local Governments, Education</u> Scott McClung Email: smcclung@spartantec.com Phone: 843-418-4792

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Fortinet, Inc.	Tiber Creek Consulting (HUB VENDOR)	10130 Mallard Creek Road, Suite 300 Charlotte, NC 28262	<u>Inside Sales – State and Local Governments</u> Ted Schonbrunner Email: ted@tibercreek.com Phone: 717-746-4004 <u>Outside Sales – State and Local Governments</u> David Lloyd Email: David.Lloyd@tibercreek.com Phone: 704-996-3718 <u>Outside Sales –K-12 & Higher Education</u> Jennifer Hillesland Email: Jennifer.Hillesland@tibercreek.com Phone: 704-614-0742
Fujitsu			Effective 6/8/2020: Terminated from contract Fujitsu America, Inc. has discontinued being a server, storage, and network hardware provider in North America.
Hewlett Packard Enterprise	Direct	6280 America Center Dr. San Jose, CA 95002	<u>Outside Sales – State and Local Governments, Higher Education and K-12</u> Stefanie Perry Email: sperry@hpe.com Phone: 919-930-1795 <u>Inside Sales – Local Governments, Higher Education and K-12</u> Chase Dixon Email: chase.dixon@hpe.com Phone: 469-405-3311 <u>Customer Service / Technical / Warranty Support</u> Website: https://www.hpe.com/us/en/support.html Phone: 844-806-3425
	BlueAlly Technology Solutions, LLC	1255 Crescent Green Suite 300 Cary, NC 27518	<u>Inside Sales – State and Local Governments, Education</u> Jennifer Jones Email: jjones@blueally.com Phone: 919-249-1582 <u>Outside Sales – State and Local Governments, Education</u> Dale Denning Email: ddenning@blueally.com Phone: 919-249-1538

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Hewlett Packard Enterprise	Carolina Advanced Digital, Inc.	133 Triangle Trade Drive Cary, NC 27513	<u>Inside Sales – State and Local Governments</u> Julie Allen Email: julie@cadinc.com Phone: 919-460-1313 Ext. 211 <u>Outside Sales – State Governments</u> Lee Currie Email: lee@cadinc.com Phone: 919-460-1313 <u>Outside Sales –Local Governments, K-12, Community Colleges</u> Bre Verreen Email: bre@cadinc.com Phone: 919-460-1313 <u>Outside Sales – Higher Education - Universities</u> Wayne Gaudette Email: wayne@cadinc.com Phone: 919-460-1313
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments</u> Melissa Deets Email: melidee@cdwg.com Phone: 717-571-8706 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	Data Network Solutions, Inc	629 Lake Tide Dr. Chapin, SC 29036	<u>Inside Sales – State and Local Governments</u> Miriam Rodrigue Email: mrodrigue@datanetworksolutions.com Phone: 864-640-1343 <u>Outside Sales – State and Local Governments, Education</u> Bruce Fisher Email: bfisher@datanetworksolutions.com Phone: 704-905-1920
	Mainline Information Systems	1700 Summit Lake Drive Tallahassee, FL 32317	<u>Inside Sales – State and Local Governments</u> Rob Butler Email: rob.butler@mainline.com Phone: 850-219-5183 <u>Outside Sales – State and Local Governments, Education</u> Alan Kline Email: alan.kline@mainline.com Phone: 817-202-7947

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Hewlett Packard Enterprise	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Maze Email: Jeff_Maze@shi.com Phone: 914-364-3577
	Veristor Systems, Inc.	4850 River Green Pkway Duluth, GA 30096	<u>Inside Sales – State and Local Governments</u> Kathryn Cavasinni Email: kathryn.cavasinni@veristor.com Phone: 678-990-1593 <u>Outside Sales – State and Local Governments, Education</u> Mike Arnold Email: mike.arnold@veristor.com Phone: 678-990-1593

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
IBM	Direct	3309 E. Cornwallis Rd Research Triangle Park, NC 27709	<u>Sales – State and Local Governments, K-12</u> Mark Molinaro Email: molinaro@us.ibm.com Phone: 919-696-3160 <u>Sales – Higher Education</u> Chris Shriver Email: cshriver@us.ibm.com Phone: 919-345-7121 <u>Customer Service / Technical / Warranty Support</u> Website: https://www-05.ibm.com/support/operations/us/en/overview.html Email: askibm@vnet.ibm.com Phone: 800-426-7378
	Converge Acquisition LLC (formerly Corus 360)	130 Technology Parkway Norcross, GA 30092	<u>Inside Sales – State and Local Governments, Education</u> Lorie Allen Email: lallen@corus360.com Phone: 910-835-9047 <u>Outside Sales – State and Local Governments, Education</u> Todd Cannady Email: toddc@corus360.com Phone: 919-532-2111
	Mainline Information Systems	1700 Summit Lake Drive Tallahassee, FL 32317	<u>Sales – State and Local Governments</u> Alan Kline Email: alan.kline@mainline.com Phone: 817-202-7947 Dan Myers Email: dan.myers@mainline.com Phone: 919-671-3713 Dave Seale Email: dave.seale@mainline.com Phone: 919-306-5660 <u>Sales – Higher Education</u> Hal Connelly Email: hal.connelly@mainline.com Phone: 704-241-4189 John Nicosia Email: john.nicosia@mainline.com Phone: 781-727-3327
	Meridian IT, Inc.	320 N. Judd Parkway Suite 205 Fuquay, Varina, NC 27526	<u>Sales – State and Local Governments, Education</u> Chad Morgan Email: cmorgan@onlinemeridian.com Phone: 919-522-7471

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
IBM	Sirius Computer Solutions, Inc.	10100 Reunion Place Suite 500 San Antonio, TX 78216	<u>Inside Sales – State and Local Governments, Education</u> Chase Gardenhire Email: chase.gardenhire@siriuscom.com Phone: 972-725-2017 <u>Sales – State and Local Governments, Education</u> Phyllis (PJ) Byrd Email: phyllis.byrd@siriuscom.com Phone: 210-369-0617
	Thomas Gallaway Corp. dba Technologent (HUB VENDOR)	100 Spectrum Drive Suite 700 Irvine, CA 92618	<u>Inside Sales – State and Local Governments, Education</u> Dayn Kelley Email: dayn.kelley@technologent.com Phone: 330-573-5115 <u>Sales – State and Local Governments, Education</u> David Schaffer Email: david.schaffer@technologent.com Phone: 864-787-4848
Lenovo	Direct	8001 Development Dr. Morrisville, NC 27560 Contract Manager: La Sandra Williams lwilliams2@lenovo.com Phone: 919-908-5414	<u>Inside Sales – State and Local Governments</u> Ronnie McCoy Email: cmccoy@lenovo.com Phone: (919) 723-8925 <u>Outside Sales – State and Local Governments</u> Alex Meade Email: ameade@lenovo.com Phone: (910) 315-8880 <u>Sales – K-12, Higher Education</u> Alex Meade Email: ameade@lenovo.com Phone: (910) 315-8880 <u>Customer Service / Technical / Warranty Support</u> Website: http://support.lenovo.com Email: www.lenovo.com/support/phone Phone: 800-426-7378
	Carolinas IT (HUB VENDOR)	1600 Hillsborough St. Raleigh, NC 27605	<u>Inside Sales – State and Local Governments</u> Krystanna Acevedo Email: Krystanna.Acevedo@CarolinasIT.com Phone: 919-573-4046 <u>Outside Sales – State and Local Governments & Education</u> Krista Cathey Email: Krista.Cathey@CarolinasIT.com Phone: 919-573-4073

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Lenovo	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments</u> Melissa Deets Email: melidee@cdwg.com Phone: 717-571-8706 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	Converge Acquisition LLC (formerly Corus 360)	130 Technology Parkway Norcross, GA 30092	<u>Inside Sales – State and Local Governments, Education</u> Lorie Allen Email: lallen@corus360.com Phone: 910-835-9047 <u>Outside Sales – State and Local Governments, Education</u> Todd Cannady Email: toddc@corus360.com Phone: 919-532-2111
	Data Network Solutions, Inc	629 Lake Tide Dr. Chapin, SC 29036	<u>Inside Sales – State and Local Governments</u> Miriam Rodrigue Email: mrodrigue@datanetworksolutions.com Phone: 864-640-1343 <u>Outside Sales – State and Local Governments, Education</u> Bruce Fisher Email: bfisher@datanetworksolutions.com Phone: 704-905-1920
	5S Technologies	121 Edinburgh Dr. South Suite 205 Cary, NC 27511	<u>Sales – State and Local Government, Education</u> Les Roach Email: les.roach@5stechnologies.com Phone: 919-364-9400 (main) 919-480-6095 (mobile)

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Lenovo	Mainline Information Systems	1700 Summit Lake Drive Tallahassee, FL 32317	<u>Sales – State and Local Governments</u> Alan Kline Email: alan.kline@mainline.com Phone: 817-202-7947 Dan Myers Email: dan.myers@mainline.com Phone: 919-671-3713 Dave Seale Email: dave.seale@mainline.com Phone: 919-306-5660 <u>Sales – Higher Education</u> Hal Connelly Email: hal.connelly@mainline.com Phone: 704-241-4189 John Nicosia Email: john.nicosia@mainline.com Phone: 781-727-3327

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Lenovo	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Maze Email: Jeff_Maze@shi.com Phone: 914-364-3577
	NetApp, Inc.	7301 Kit Creek Road RTP, NC 27709	<u>Sales – State and Local Governments, Education</u> Bob Moore, Account Manager Email: bob.moore@NetApp.com Phone: 919-622-4028 Jessica Heinrich, Account Manager jessica.heinrich@NetApp.com Phone: 919-818-8097
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments, Education</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 866-769-8287 Mobile: 919-272-6083

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
NetApp, Inc.	Data Network Solutions, Inc	629 Lake Tide Dr. Chapin, SC 29036	<u>Sales – State and Local Governments, Education</u> Miriam Rodrigue mrodrigue@datanetworksolutions.com Phone: 864-640-1343
	DLT Solutions, LLC	2411 Dulles Corner Park Suite 800 Herndon, VA 20171	<u>Sales – State and Local Governments, Education</u> Sean McCarthy sean.mccarthy@dlt.com Phone: 703-706-9682
	ePlus Technology, Inc.	13595 Dulles Technology Drive Herndon, VA 20171-3413	<u>Sales – State and Local Governments, Education</u> Alex Medina alex.medina@eplus.com Phone: 919-302-2230
	Insight Public Sector, Inc	6820 S. Harl Ave. Tempe, AZ 85283	<u>Sales – State and Local Governments, Education</u> Molly Harper Email: molly.harper@insight.com Phone: 919-539-8298
	NWN Corporation	271 Waverley Oaks Road Waltham, MA 02452	<u>Sales – State and Local Governments, Education</u> Greg Syer Email: gsyer@nwnit.com Phone: 919-653-4477
	ViON Corporation	196 Van Buren St. Ste 300 Herndon, VA 20170	<u>Inside Sales – State and Local Governments</u> Justin Ciaccio Email: Justin.ciaccio@vion.com Phone: 703-599-3843 <u>Outside Sales – State and Local Governments, Education</u> Charles Michaux Email: Charles.Michaux@vion.com Phone: 336-686-7002
Pure Storage	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Sales – State and Local Governments, K-12, Higher Education</u> Wes Miller Email: wmiller@purestorage.com Phone: 919-455-0796 <u>Customer Service / Technical / Warranty Support</u> Website: http://pure1.purestorage.com/support Email: support@purestorage.com Phone: 866-244-7121
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments, Education</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 919-272-6083

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Pure Storage	ePlus Technology, Inc.	13595 Dulles Technology Drive Herndon, VA 20171-3413	<u>Sales – State and Local Governments, Education</u> Marcel Provencher Email: mprovencher@eplus.com Phone: 919-767-2979
	Internetwork Services Incorporated, dba Internetwork Engineering	13777 Ballantyne Corporate Place Suite 305 Charlotte, NC 28277	<u>Inside State and Local Governments</u> Client Services Email: ClientServices@ineteng.com Phone: 704-540-5800 <u>Outside Sales – State and Local Governments and Education</u> NC SLED Account Team Email: NCSLED@ineteng.com Phone: 704-540-5800
	NWN Corporation	271 Waverley Oaks Road Waltham, MA 02452	<u>Sales – State and Local Governments, Education</u> Greg Syer Email: gsyer@nwnit.com Phone: 919-653-4477
	Presidio Networked Solutions LLC	5003 S. Miami Blvd Suite 110 Durham, NC 27703	<u>Sales – State and Local Governments, Education</u> Shawn Alba Email: salba@presidio.com Phone: 919-323-8081

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Pure Storage	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinatteam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Maze Email: Jeff_Maze@shi.com Phone: 914-364-3577
	Tego Data Systems, LLC.	401 Harrison Oaks Blvd. Suite 140 Cary, NC 27513-2412	<u>Sales - State and Local Governments, Education</u> Hatcher Kincheloe Email: hkincheloe@tegodata.com Phone: • 919-792-1747

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Ruckus Networks	Direct	Orders should be placed with Authorized Resellers listed below.	<u>Inside Sales – State and Local Governments</u> Jon Ban Email: jon.ban@arris.com Phone: 720-558-3254 <u>Outside Sales – State and Local Governments, K-12, Higher Education</u> Michael Elliott Email: michael.elliott@arris.com Phone: 727-647-5687 <u>Customer Service / Technical / Warranty Support</u> Website: https://support.ruckuswireless.com/contact-us Phone: 855-Ruckus1 (855-782-5871)
	A3 Communications	1911 Associates Lane Suite G Charlotte, NC 28217	<u>Inside Sales – State and Local Governments</u> Hunter Thornton Email: hthornton@a3communications.com Phone: 678-630-9134 <u>Outside Sales – State and Local Governments</u> Matt Whitfield Email: mwhitfield@a3communications.com Phone: 704-956-3908 <u>Sales – K-12</u> Greg Moorner Email: gmoorer@a3communications.com Phone: 803-269-9222 <u>Sales – Higher Education</u> Scott Rives Email: srives@a3communications.com Phone: 803-354-6158
	ANC Group	14 Progress Road Greenville, SC 29607	<u>Inside Sales – State and Local Governments</u> Michelle Gajdolo Email: michelleg@ancgroup.com Phone: 864-501-4517 <u>Outside Sales – State and Local Governments and Education</u> Kyle Radford Email: kylar@ancgroup.com Phone: 828-989-8274

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
Ruckus Networks	BridgeTek Solutions	744 East Stone Ave Greenville, SC 29601	<u>Inside Sales – State and Local Governments</u> Kelley Turpin Email: Kturpin@bridgeteksolutions.com Phone: 704-517-3002 <u>Outside Sales – State and Local Governments</u> Tom Clinton Email: Tclinton@bridgeteksolutions.com Phone: 864-420-1785 <u>Sales – K-12</u> Vance Milford Email: vmilford@bridgeteksolutions.com Phone: 864-214-0221 <u>Sales – Higher Education</u> John Ulmer Email: julmer@bridgeteksolutions.com Phone: 803-240-3579
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Sales – State and Local Governments</u> Melissa Deets Email: melidee@cdwg.com Phone: 717-571-8706 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600
	Converged Networks, LLC	2 Still Shadow Drive Suite G Charleston, SC 29414	<u>Sales – State and Local Governments, Education</u> Michael Duck Email: michael@convergednetworks.com Phone: 803-665-9665
	Encore Technology Group, LLC	2000 Wade Hampton Blvd. Suite 210 Greenville, SC 29615	<u>Inside Sales – State and Local Governments</u> Megan White Email: insidesales@encoretg.com Phone: 888-983-6267 <u>Outside Sales – State and Local Governments & Higher Education</u> Danielle Stengel Email: dstengel@encoretg.com Phone: 704-280-1489 <u>Sales – K-12</u> Mike Ingram Email: mingram@encoretg.com Phone: 336-870-0848
	NetSource ET LLC	156 Langsdale Road Columbia, S.C. 29212	<u>Outside Sales – State and Local Governments & Education</u> Allison McCrary Email: amccrary@netsourcek12.com Phone: 803-707-0369

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
ViON Corporation	Direct	196 Van Buren Herndon, VA 20170	<u>Sales – State and Local Governments, Education</u> Charles Michaux Email: Charles.Michaux@vion.com Phone: 336-686-7002
	For following products:		
	• Hitachi		
VMware, Inc.	Direct	Orders should be placed with Authorized Resellers listed below	<u>Sales – State and Local Governments, Education</u> Molly Ward Email: NC-ITS@vmware.com Phone: 919-599-1115
	Achieve 1 LLC	4501 Highwoods Pkwy Suite 460 Glen Allen, VA 23060	<u>Inside Sales – State and Local Governments</u> Kyler Murray Email: Kyler.murray@achieve-1.com Phone: 877-385-9937 <u>Outside Sales – State and Local Governments, Education</u> Kenyon Barnett Email: Kenyon.barnett@achieve-1.com Phone: 336-687-4655 <u>Customer Service / Technical / Warranty Support</u> Eric Umstead Email: Eric.umstead@achieve-1.com Phone: 877-385-9937
	CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	<u>Inside Sales – State and Local Governments</u> Nicole Tuzzolino Email: nicotuz@cdw.com Phone: 866-850-5223 <u>Outside Sales – State and Local Governments</u> Kyle Irwin Email: kyleirw@cdw.com Phone: 919-272-6083 <u>Sales – K-12 and High Education</u> Matt Fielding-Russell Email: mattrus@cdw.com Phone: 847-371-5600

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
VMware, Inc.	Dell Marketing LP	One Dell Way Round Rock, TX 78682	<u>Inside Sales – State and Local Governments</u> Karen Dauskurdas Email: K_Dauskurdas@Dell.com Phone: 512-513-9630 <u>Outside Sales – State and Local Governments</u> Manny Veloza Email: manny.veloza@dell.com Phone: 919-272-5214 <u>Sales – K-12</u> Clarence Williams Email: clarence_williams@dell.com Phone: 919-279-3352 <u>Sales – Higher Education</u> Kevin Childs Email: kevin_childs@dell.com Phone: 919-592-7570 Karen Dauskurdas Email: K_Dauskurdas@Dell.com Phone: 512-513-9630 Jennifer Wu Email: jennifer.n.wu@dell.com Phone: 919-268-3097 Charlotte Harrison Email: charlotte_harrison@dell.com Phone: 919-449-6024
	NWN Corporation	1015 Aviation Parkway Suite 100 Morrisville, NC 27560	<u>Inside Sales – State and Local Governments</u> Nichole Farrar Email: nfarrar@nwnit.com Phone: 919-653-4456 <u>Outside Sales – State and Local Governments</u> Greg Syer Email: gsyer@nwnit.com Phone: 919-653-4477 <u>Sales – K-12 & Higher Education</u> James Welch Email: JWelch@nwnit.com Phone: 919-653-4461

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
VMware, Inc.	Presidio Networked Solutions LLC	5444 Wade Park Blvd. Suite 150 Raleigh, NC 27617	<u>Inside Sales – State and Local Governments</u> Justin DeMaio Email: JuDeMaio@presidio.com Phone: 469-549-3847 <u>Outside Sales – State and Local Governments</u> Nathan Zinteck Email: nzinteck@presidio.com Phone: 919-323-8079 <u>Sales – K-12</u> Jerome Benjamin Email: jbenjamin@presidio.com Phone: 910-580-8680 <u>Sales – Higher Education</u> Mary Steindl Email: msteindl@presidio.com Phone: 919-454-1021

Awarded Vendor	Authorized Resellers	Ordering Address	Vendor / Reseller Contact Information
VMware, Inc.	SHI International Corp. (HUB VENDOR)	290 Davidson Ave. Somerset, NJ 08873	<u>Sales – State and Local Government, Education</u> SHI Carolina Team - QUOTING Email: carolinateam@shi.com Phone: 800-211-0831 <u>Outside Sales – State Agencies</u> Carly Higginbotham Email: Carly_Higginbotham@shi.com Phone: 919-219-7355 <u>Outside Sales – State Agencies</u> Henry Veloza Email: Henry_Veloza@shi.com Phone: 919-384-6020 <u>Outside Sales – Local Government (Charlotte Area)</u> Richard Treadway Email: Richard_Treadway@shi.com Phone: 704-219-8933 <u>Outside Sales – Local Government (Raleigh Area)</u> Jackson Ling Email: Jackson_Ling@shi.com Phone: 910-705-7183 <u>Sales – K-12</u> Leacadia Powell Email: Leacadia_Powell@shi.com Phone: 980-556-6076 <u>Sales – Higher Education (Universities)</u> Matt Springett Email: Matt_Springett@shi.com Phone: 919-610-6774 <u>Sales – Higher Education (Community Colleges)</u> Jeff Maze Email: Jeff_Maze@shi.com Phone: 914-364-3577
	Sirius Computer Solutions, Inc.	10100 Reunion Place Suite 500 San Antonio, TX 78216	<u>Sales – State and Local Governments, Education</u> Phyllis (PJ) Byrd Email: Phyllis.byrd@siriuscom.com Phone: 210-369-0617

Table 2: Awarded Vendors' Address and Assigned Contact Information

Pricing

Awarded Vendors provided a minimum discount off MSRP / List Prices for awarded Manufacturers in awarded Segments. Agencies should review all quotes to ensure that discounts provided off MSRP / List Prices are equal to or greater than minimum discounts found in Table 3 for applicable Segment. Some Vendors provided different minimum discount percentages for hardware (HW), software (SW) and extended warranties (EW), which are noted in Table 3.

Please Note: Some Vendors did have product line specific exceptions to the minimum discount percentages. Certain Vendor product lines may have a lower minimum discount off list. Contact the Contract Administrator if you need additional information on these product line specific exceptions.

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
Aerohive Networks	Aerohive Networks			40% HW 45% SW 45% EW	45%	40% HW 45% SW 45% EW	40% HW 45% EW
Arista Networks	Arista Networks			42% HW 42% SW 10% EW	42%	42% HW 42% SW 10% EW	
Avaya Inc.	Avaya			39% HW 39% SW 6% EW		24% SW 6% EW	39% HW 6% EW
Belkin	CDWG	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3%	3% HW 3% SW 3% EW	3% HW 3% EW
BlueCat Networks	BlueCat Networks	5% HW 5% SW 0% EW			0%		
Ciena Communications	Ciena Communications			58% HW 58% SW 58% EW			
Cisco Systems, Inc.	Cisco	35% HW 10% SW 0% EW (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW (Smart Net Total Care available with Govt. & Educ. Discounts)	10% (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 10% SW 0% EW (Smart Net Total Care available with Govt. & Educ. Discounts)	35% HW 0% EW (Smart Net Total Care available with Govt. & Educ. Discounts)
Dell Marketing, LP	Dell Marketing, LP	13.5% HW .5% SW .5% EW	13.5% HW .5% SW .5% EW	5% HW .5% SW .5% EW	.5%	2.5% HW .5% SW .5% EW	2.5% HW .5% EW
EMC Corporation	EMC Corporation		32% HW 32% SW 5% EW	32% HW 32% SW 5% EW	23%	15% HW 15% SW 5% EW	
Extreme Networks	Extreme Networks			48% HW 48% SW 15% EW	48%		48% HW 15% EW
F5 Networks	Carahsoft			4% HW 4% SW 4% EW		4% HW 4% SW 4% EW	
Forescout Technologies	Carahsoft			2% HW 2% SW	2%		
Fortinet, Inc.	Fortinet, Inc.			20% HW 15% SW 15% EW			20% HW

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
Gigamon	Carahsoft			9% HW 9% SW 4% EW			
Hewlett Packard Enterprise	Hewlett Packard Enterprise	27% HW 27% SW 20% EW	35% HW 35% SW 20% EW	34% HW 20% SW 26% EW	26%	26% HW 26% SW 20% EW	26% HW 20% EW
Hitachi	ViON	22% HW 12% SW 9% EW	22% HW 12% SW 9% EW	12% HW 12% SW 9% EW	12%	22% HW 12% SW 6% EW	22% HW 9% EW
IBM	IBM	12% HW 12% SW 5% EW	22% HW 22% SW 5% EW	12% HW 12% SW 5% EW	20%	17% HW 22% SW 5% EW	15% HW 5% EW
Infoblox	Carahsoft	10% HW 10% SW 10% EW	10% HW 10% SW 10% EW	10% HW 10% SW 10% EW	10%	10% HW 10% SW 10% EW	10% HW 10% EW
Lenovo (United States), Inc.	Lenovo (United States), Inc.	24.5% HW 17.5% SW 8.25% EW	19% HW 17.5% SW 8.25% EW	21% HW 17.5% SW 8.25% EW	17.5%	24.5% HW 17.5% SW 8.25% EW	16.25% HW 8.25% EW
NetApp	NetApp	18% HW 18% SW 18% EW	18% HW 18% SW 18% EW	18% HW 18% SW 18% EW	18%	18% HW 18% SW 18% EW	18% HW 18% EW
Nutanix	Carahsoft	15% HW 15% SW 15% EW	15% HW 15% SW 15% EW	15% HW 15% SW 15% EW	15%	15% HW 15% SW 15% EW	15% HW 15% EW
Palo Alto Networks	Carahsoft			1% HW 1% SW 1% EW			
Pure Storage, Inc.	Pure Storage, Inc.		37% HW 6% EW				
Riverbed	CDWG	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3% HW 3% SW 3% EW	3%	3% HW 3% SW 3% EW	3% HW 3% EW
Rubrik	CDWG	5% HW 5% SW 5% EW	5% HW 5% SW 5% EW	5% HW 5% SW 5% EW	5%	5% HW 5% SW 5% EW	5% HW 5% SW 5% EW
Ruckus	Ruckus			44% HW 44% SW 25% EW			
SecureWorks	Carahsoft			2% SW	2% SW		
Symantec	Carahsoft			10% HW 3% SW 1% EW	3%		10% HW 1% EW
Tripp Lite	CDWG	38% HW 38% SW 38% EW	38% HW 38% SW 38% EW	38% HW 38% SW 38% EW	38%	38% HW 38% SW 38% EW	38% HW 38% EW
Veritas	Carahsoft	25% SW 5% EW	25% SW 5% EW		25%	25% HW 5% EW	5% EW

Manufacturer	Awarded Vendor	Minimum Discount %s off MSRP / List Price					
		Servers	Storage	Networking Equipment	Software	Converged Solutions	Peripheral Components
VMware	VMware	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4.00% SW 2.27% EW	4%		

Table 3: Awarded Vendors' Minimum Discount Percentages Off MSRP / List Price by Segment

NOTE: Vendors may offer higher discounts at any time during the contract. Some Vendors may offer more favorable discounts for Academic / Education entities. **Purchasing entities are encouraged to request from Vendors more favorable pricing for larger purchases.**

Abnormal Quantities Threshold

Any requirement that exceeds **\$250,000** must be forwarded to the Statewide IT Procurement Office for approval. The Statewide IT Procurement Office, and in consultation with the using Agency, may process the request in one or more of the following ways:

1. Purchase may be authorized at current pricing with current Vendor
2. Additional discounts from current pricing level may be negotiated with current Vendor
3. A separate Invitation for Bids may be issued for the requirement

Service Level Agreements

DIT has included specific Service Level Agreements (SLAs) in this contract to manage the Vendors' performance (see Table 4).

SLA Name	SLA Description	Minimum Threshold
Delivery Time	Delivery Time is the number of calendar days between Vendor's receipt of a valid request for IT Infrastructure Solutions and the date the IT Infrastructure Solutions are delivered. Vendor shall process Agency purchase order and deliver ordered IT Infrastructure Solutions within thirty (30) calendar days. Agency requested delivery dates that are past the established minimum threshold are excluded from this Service Level Agreement. Orders for Converged IT Infrastructure Solutions or complex, highly configured IT Infrastructure Solutions are excluded from this Service Level Agreement. Delays in delivery due to industry-wide component shortages or region-wide transportation delays that are submitted in writing to the Agency with supporting documentation are not included in the calculation of this Service Level Agreement.	95%
Quote Time	Quote Time is the number of calendar days between Vendor's receipt of a request for quote on IT Infrastructure Solutions and the date the written quote is delivered to the Agency. Vendor shall process Agency requests for quotes for IT Infrastructure Solutions within five (5) business days for items in the Servers, Storage, Networking Equipment, IT Infrastructure Software, and IT Infrastructure Peripheral Components Segments. Vendor shall process Agency requests for quotes for IT Infrastructure Solutions within ten (10) business days for items in the Converged IT Infrastructure Solutions and Value-Added Services Segments.	95%
Order Accuracy	Order Accuracy is the degree that Vendor delivers items to the Agency that match what is on the Purchase Order and that an accurate packing slip is included in the shipment. If a single item received does not match the item that was listed on the Purchase Order, or an accurate packing slip is not included in the shipment, then the delivery is considered to be inaccurate for purposes of measuring this Service Level Agreement. Agency shall notify Vendor in writing (e.g., email) of any order accuracy issues.	98%

SLA Name	SLA Description	Minimum Threshold
Invoice Accuracy	Vendor shall issue invoices that match the Agency Purchase Order issued to the Vendor and the Vendor's quote.	98%

Table 4: Service Level Agreement Minimum Thresholds

Agencies should notify the DIT Contract Administrator if Vendor's performance falls below the minimum thresholds specified in Table 4 for any one-month period.

Return of Merchandise

Return policies vary by Vendor. Agencies should review Vendor's return policy prior to ordering as some Vendors do not accept stock balance returns unless due to Vendor error.

See Table 5 for specific return policy by Manufacturer.

Manufacturer	Return Policy
Aerohive Networks	As a standard policy, Aerohive Networks does not accept cancellations or order returns. If equipment is factory sealed and returned within 30-days of delivery date, Aerohive will consider returns on a case by case basis.
Arista Networks	No stock balance returns
Avaya Inc.	Unopened stock balance returns allowed at no charge within 30 days of delivery.
Belkin	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
BlueCat Networks	No stock balance returns
Ciena Communications	Unopened stock balance returns allowed at no charge within 30 days of delivery.
Cisco Systems, Inc.	No stock balance returns.
Dell Marketing, LP	Unopened stock balance returns allowed at no charge within 30 days of delivery.
EMC Corporation	Unopened stock balance returns allowed at no charge within 30 days of delivery.
Extreme Networks	No stock balance returns. Only warranty replacements or repair offered.
F5 Networks	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, no returns permitted.
Forescout Technologies, Inc.	No stock balance returns
Fortinet, Inc.	Unopened stock balance returns allowed at no charge within 30 days of delivery.
Gigamon	No stock balance returns.
Hewlett Packard Enterprise	Unopened stock balance returns allowed at no charge within 30 days of delivery.
Hitachi	Unopened stock balance returns allowed at no charge within 30 days of delivery.
IBM	Unopened stock balance returns allowed at no charge within 30 days of delivery.
Infoblox	No stock balance returns
Lenovo (United States), Inc.	Unopened stock balance returns allowed at no charge within 30 days of delivery.
NetApp	Unopened stock balance returns allowed at no charge within 30 days of delivery.
Nutanix	No stock balance returns.
Palo Alto Networks	No restocking fees on returns if customer has a form of Premium Support.
Pure Storage, Inc.	If equipment is factory sealed and returned within 30-days of delivery date, Pure Storage will consider returns on a case by case basis.
Riverbed	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
Rubrik	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.

Manufacturer	Return Policy
Ruckus	If equipment is factory sealed and returned within 30-days of delivery date, Ruckus will consider returns on a case by case basis.
SecureWorks	Not applicable.
Symantec	No stock balance returns.
Tripp Lite	Unopened stock balance returns allowed at no charge within 30 days of delivery. After 30 days, restocking fee will apply.
Veritas	No stock balance returns.
VMware Inc.	No stock balance returns.

Table 5: Manufacturer Return Policy

Taxes

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

Transportation Charges

Transportation of Deliverables shall be **FOB Destination**; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

History

2018-07-16: Removed Dell resellers at Dell's request.
2018-07-26: Added eGroup as EMC reseller.
2018-07-30: Added Cambridge Computer Solutions, Davenport Group, and NWN as EMC resellers.
2018-08-08: Added Sirius as EMC reseller. Added Cambridge Computer Solutions and Davenport Group as Dell resellers. Fortinet awarded as 204X Vendor.
2018-08-10: Added Presidio as EMC reseller.
2018-08-15: Removed Alphanumeric Systems as Lenovo reseller. Added Meridian IT as Lenovo reseller. Added Nitor Solutions and Sirius Computer Solutions as Dell resellers.
2018-08-24: Added Corus360 as IBM reseller.
2018-08-29: Added Mainline as EMC reseller.
2018-08-31: Updated Fortinet contact info.
2018-09-20: Pricing Exception note added
2018-10-01: Carahsoft awarded for Gigamon, Infoblox, Nutanix, and Palo Alto Networks products.
2018-10-09: Updated Aerohive contact information.
2018-10-19: NetApp awarded as 204X vendor.
2018-10-23: Carahsoft awarded for F5 Networks products
2018-10-31: Removed eGroup at EMC's request and added Data Networks of America as EMC reseller.
2018-11-09: Added CDWG & NWN as Dell resellers. Added Carolina Advanced Digital as Fortinet reseller.
2018-11-19: Added ePlus Technology and Tiber Creek Consulting as Fortinet resellers. Added Tiber Creek Consulting as Dell reseller.
2018-12-01: CDWG awarded for Belkin, Riverbed, and Tripp Lite products. Added Data Network Solutions, Presidio, and Sirius as Carahsoft resellers.
2018-12-10: Removed Mainline as EMC Reseller. Added eGroup as EMC Reseller.
2018-12-13: Carahsoft awarded Symantec products.
2019-01-04: CDWG awarded for Rubrik products.
2019-01-17: StepCG added as Extreme Networks reseller.
2019-02-01: VION awarded for Hitachi products.

2019-02-05: Insight Public Sector as IBM Reseller. ANC Group added as Ruckus Networks Reseller.
 2019-02-06: Added NWN as Carahsoft Reseller.
 2019-02-18: ViON awarded for Hedvig products.
 2019-02-26: Added SHI as Carahsoft Reseller. Removed Alphanumeric Systems as a Fujitsu reseller. Added BlueRange Technology as a Fujitsu Reseller.
 2019-03-08: Added BridgeTek Solutions as Fortinet reseller.
 2019-03-13: Added CDWG as Carahsoft Reseller.
 2019-03-20: Updated Lenovo contact information
 2019-04-01: Cisco and Avaya awarded as 204X vendors. Added ePlus Technology as Carahsoft Reseller.
 2019-04-17: Added CDWG as Ciena Reseller.
 2019-05-02: Removed Meridian IT as Lenovo reseller. Added Alphanumeric Systems as Lenovo reseller.
 2019-05-20: Arista Networks awarded as 204X vendor.
 2019-06-04: Added Infoblox products to Data Network Solutions under Carahsoft.
 2019-06-24: Removed Tiber Creek Consulting as Dell 204X reseller. Added SHI as Dell 204X reseller.
 2019-07-10: Removed General Datatech as Fujitsu 204X reseller. Added Cambridge Computer Services, Inc. as Fujitsu 204X reseller.
 2019-07-13: Updated Contact Information for NWN.
 2019-07-23: Added CenturyLink Communications as Ciena 204X reseller.
 2019-07-31: Removed Insight Public Sector as IBM 204X reseller. Added Sirius Computer Solutions and Technogent as IBM resellers. Updated Corus360 to Converge Acquisition LLC.
 2019-08-15: Updated HP address.
 2019-08-19: Removed BridgeTek as Aerohive 204X reseller.
 2019-10-01: VMware awarded as 204X vendor. BlueCat Networks awarded as 204X vendor.
 2019-10-04: Removed Seeds of Genius as Fujitsu 204X reseller. Added HQ Associates as Fujitsu 204X reseller.
 2019-10-07: Updated Sirius Computer Solutions contact information.
 2019-10-21: Updated CNIC, Inc. contact information. Updated Lenovo contact information.
 2019-11-07: Added SHI as BlueCat Networks 204X reseller. Added Achieve 1, Presidio Networked Solutions, and Sirius Computer Solutions as VMware 204X resellers.
 2019-11-18: Added NWN Corporation as VMware 204X reseller. Removed Sirius Computer Solutions as Carahsoft reseller. Added Enterprise IT Solutions (EITS) as Carahsoft 204X reseller. Removed Nitor Solutions as Dell 204X reseller. Added Presidio Networked Solutions as Dell 204X reseller.
 2019-12-06: Added SHI as VMware 204X reseller.
 2019-12-18: Added CDWG as VMware 204X reseller. Added Pharr Technologies as Extreme Networks 204X reseller. Updated contact info. for Ciena.
 2020-02-12: Carahsoft awarded for SecureWorks products.
 2020-03-03: EMC removed NWN Corporation as a 204X reseller and added Rove, LLC as EMC 204X reseller. VMware added Dell as authorized 204X reseller.
 2020-03-04: VMware no longer accepts direct orders. VMware orders must be placed with VMware authorized 204X reseller.
 2020-03-17: Added Infoblox products to NWN Corporation under Carahsoft 204X contract.
 2020-03-24: Removed Applied Data Technologies as HPE 204X reseller. Added Mainline Information Systems as HPE 204X reseller.
 2020-04-06: Updated Dell contact information.
 2020-04-07: Removed Data Networks of America as an EMC 204X reseller and added Achieve 1 as EMC 204X reseller.
 2020-04-27: Added SpartanTec, Inc. as a Fortinet 204x reseller. Added StepCG as an Avaya authorized 204X reseller. Updated Avaya contact information.
 2020-05-05: Removed Achieve 1, LLC. as EMC 204X reseller and added Level Solutions Group, LLC.
 2020-06-08: Fujitsu America, Inc. terminated from 204X contract after notification to State that it will no longer be a hardware provider for server, storage, & networking equipment in North America.
 2020-06-18: Removed eGroup Holding Company as an EMC 204X reseller and added AHEAD, Inc.
 2020-07-31: Removed Hedvig products from 204X after Commvault acquisition. Commvault requested removal.
 2020-08-17: Updated HPE contact information. Updated Dell contact information. Updated SHI contact information. Added SHI as Fortinet 204X reseller.
 2020-08-19: Corrected NetApp discount percentages.
 2020-08-27: Added CDWG as Fortinet 204X reseller.
 2020-08-28: Added NetSource ET LLC as Ruckus Networks 204X reseller.
 2020-09-24: Updated Avaya contact information.
 2020-09-28: Removed High Performance Technologies as HPE 204X reseller. Add Veristor Systems, Inc. as HPE 204X reseller.
 2020-10-06: Updated EITS contact information
 2020-10-28: Added Tiber Creek Consulting as Dell 204X reseller. Removed NWN Corporation as Dell 204X reseller.

2020-10-30: Added Internetwork Services Incorporated, dba Internetwork Engineering and Tego Data Systems, LLC as Pure Storage 204X resellers. Removed Converge Acquisition LLC (formerly Corus 360) and Sirius Computer Computers as Pure Storage 204X resellers.

2020-11-02: Updated Cisco contact information. Added Meridian IT, Inc. as Avaya 204X reseller.

2020-11-05: Updated Dell contact information.

2020-11-20: Updated HPE contact information.

2020-12-01: Updated HPE contact information.

2020-12-07: Updated NetApp contact information. Added OnWire Consulting Group, LLC as an IBM 204X reseller.

2020-12-08: Removed OnWire Consulting Group, LLC. as IBM 204X reseller per IBM's request.

2020-12-10: Carahsoft awarded for Veritas non-Cloud software and maintenance. Updated Arista Networks contact information.

2020-12-17: Carahsoft removed NWN as 204X reseller and added Insight Public Sector.

2020-12-29: Lenovo removed Alphanumeric Systems as 204X reseller and added 5S Technologies.

2021-01-08: Carahsoft awarded for Forescout Technologies products.

2021-01-25: Updated VMware-Dell contact information.

2021-02-12: Carahsoft removed ePlus as a 204X reseller and added NWN Corporation. Avaya added Tricom Communications Services, Inc. as a 204X reseller.

2021-03-09: Updated Carahsoft-Veritas pricing discount (corrected via Amendment 1).

-end-



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Melissa Long
DATE: April 6, 2021
SUBJECT: Consideration of the sale of Surplus Property.

SUMMARY:

The Managers office has recently received a bid offer on the following property:

Parcel ID: 4303-18-9181-0000 (0.74 Acres) - An offer was submitted on March 2, 2021 for \$7,451.00 by Rodeshi Gibson. According to the Deed, Pender County acquired the property in 2018 because of unpaid taxes. Staff has followed up with the ProTax and verified that Pender County was the highest bidder (no bids were received at auction) in the amount of \$6,947.61. Per the Pender County GIS, the property has a tax value of \$7,400.00. The Offer, Property Map and Deed are attached for the Board's review.

The Board accepted an offer for \$7,400 on June 15, 2020. The Upset Bid Notice was posted on June 25, 2020 and no further bids were received. The original bidder (Laura Thompson) confirmed on March 2, 2021 that she was not interested in moving forward with the purchase.

ACTION REQUESTED:

Consider approving the sale of Parcel 4303-18-9181-0000 as described.

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.

Rodeshi P Gibson
2980 Burgaw Hwy lot 13
Jacksonville NC 28540
910-389-0858
[Email:rpgibson531@gmail.com](mailto:rpgibson531@gmail.com)

Parcel :

4303-18-9181-0000

Bid \$7,451

On Tue, Mar 2, 2021 at 4:38 PM Melissa Long <mlong@pendercountync.gov> wrote:

Please provide the Parcel ID number and your contact information as well. Just to confirm, you are offering \$7,451?

Thanks!

Melissa Long, CMC, NCCCC

Clerk to the Board of Commissioners

Administrative Assistant to the County Manager

North Carolina Association of County Clerks Board of Directors

(910) 259-1200

From: Rodeshi Gibson <rpgibson531@gmail.com>

Sent: Tuesday, March 2, 2021 4:10 PM

To: Melissa Long <mlong@pendercountync.gov>

Subject: [External]

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.

7,451



Doc No: 20042973
Recorded: 11/27/2018 04:14:05 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$14.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4675 PG 164 - 165 (2)

Excise Tax \$14.00	Return after recording to →	Pender County
	Prepared by	PO Box5
Parcel ID # 4303-18-9181-0000	Richard T. Rodgers, Jr. Esq.	Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX →	0.74 acres
-------------------------------	------------

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
10/26/2018

COMMISSIONER'S
DEED

✓ Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box5 Burgaw, NC 28425
----- "Grantor"	----- "Grantee"

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Allen Lansing et. al. filed at 17-CVS-893 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 08/24/2018, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

2

Lying on the East side of a community Road and being a part of a five acre tract sold to Joshua Janes and wife, Maysie James by Idella Gurganus by deed dated March 2, 1953, and duly recorded in Book 307 at Page 327, records of Pender County and BEGINNING at a litewood stump by said road ditch, this being the Beginning corner of the aforementioned 5 acre tract, and runs thence the first call of said tract and edge of road South 7 degrees 00 minutes West 158.6 feet to a stake by the road ditch; thence parallel to 2nd call of said 5 acre tract North 87 degrees 30 minutes East 412 feet to a stake in the line of the 3rd call of said 5 acre tract; thence the said line North 7 degrees 00 minutes East 158.6 feet to a stake at an old ditch the 4th corner of said tract; thence the 4th line of said tract along a ditch South 84 degrees 30 minutes West 412 feet to the point of Beginning. Containing 1 ½ acres, more or less.

LESS AND EXCEPT:

BEGINNING at an iron pipe in the old line ditch said iron pipe being located South 87 degrees 30 minutes East 206.000 feet, North 12 degrees 00 minutes East 158.6 feet and North 11 degrees 59 minutes East 587.11 feet from an old railroad spike located in the intersection of the centerline of SR 1531 with the centerline of SR 1530; and running thence, from the Beginning, so located with said old line ditch South 87 degrees 30 minutes East 206.00 feet to an iron pipe in an old cross ditch; thence with said ditch South 12 degrees 00 minutes West 158.6 feet to an iron pipe; thence North 87 degrees 30 minutes West 206.00 feet to an iron pipe; thence North 12 degrees 00 minutes West 158.6 feet to the Beginning, containing 0.74 acres, more or less and is as surveyed by Thompson Surveying Co. PA of Burgaw NC in May 1978 and being apportion of those lands recorded in Book 333, Page 263 of the Pender County Registry.

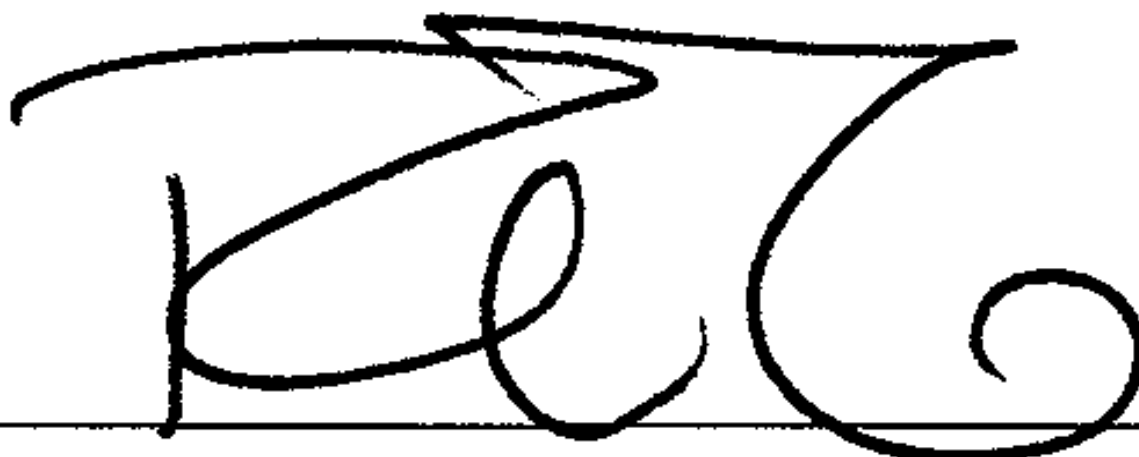
Parcel ID: 4303-18-9181-0000

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

USE BLACK INK ONLY



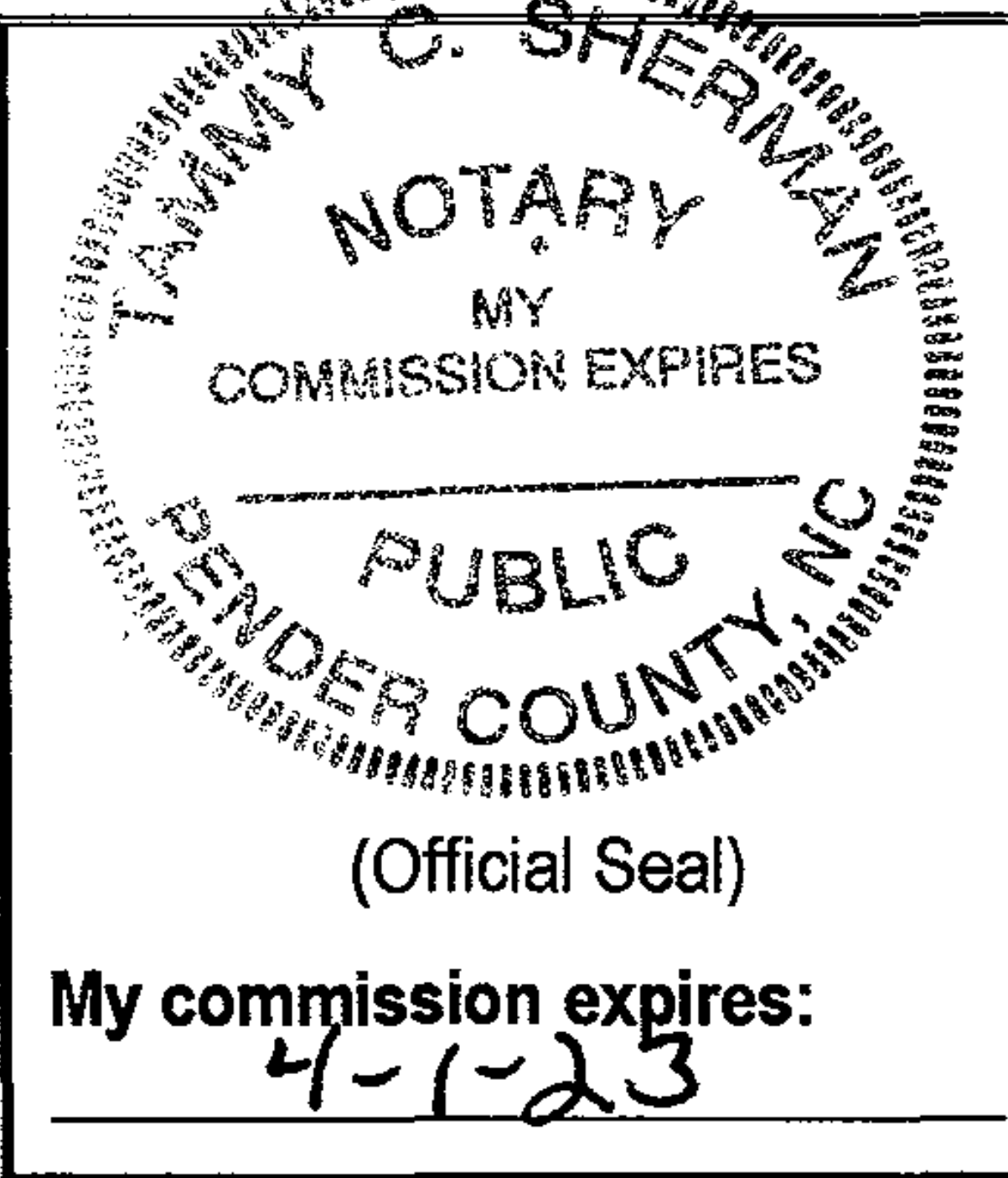
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____

(Seal)



STATE OF NORTH CAROLINA, PENDER COUNTY

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by personal knowledge and signed this document in my presence: **name(s) of principal(s).**

Richard T. Rodgers, Jr., Commissioner

↓ ↓ Official Signature of Notary ↓ ↓


Tammy C. Sherman

← Printed (or typed) Name of Notary

10-24-18
Date:

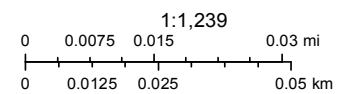


PIN: 4303-18-9181-0000
 Owner: PENDER CNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4675/0164
 Property
 Address:
 Description: 0.74AC E/S SR 1531

Sale Price: \$7,000
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 982174
 Township: HOLLY
 Subdivision:
 Tax Codes: G01 F23 R40

Acres: 0.74
 Land Value: \$7,400
 Building Value: \$0
 Total value: \$7,400
 Deferred Value: \$0
 Exempt Amount: 7400
 PCL Class: R
 Heated Sq Feet:

Pender County



1 inch = 103 feet

May 20, 2020





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Melissa Long
DATE: April 6, 2021
SUBJECT: Approval of an Appointment to the Pender Memorial Hospital Board.

SUMMARY:

The County Clerk advertises vacancies on boards, commissions, committees, task forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Amy Logsdon is applying to serve on the Pender Memorial Hospital Board for the first time. Ms. Logsdon lives in District 2. Her application is attached for the Board's review. Ms. Logsdon also serves on the Tourism Development Authority. If approved, she will fill an unexpired term which is set to expire on July 25, 2021 at which time she may be reappointed.

ACTION REQUESTED:

To consider an appointment to the Pender Memorial Hospital Board.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION									
Last Name Logsdon			First Amy			M.I. L		Date March 22, 2021	
Physical Address 103 Circle Dr.						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 740-405-1753			Work Phone same as home #			E-mail Address 1 amy.logsdon@charter.net			
Fax Number						E-mail Address 2			
Board Interest(s) Pender Memorial Hospital Board									
How long have you been a resident of Pender County? 5.5 years									
EDUCATION									
High School Utica High School			Location Utica, Ohio						
From	1977	To	1981	Did you graduate?	YES ☐	NO ☐			
College The Ohio State University			Location Columbus, Ohio						
From	1981	To	1986	Did you graduate?	YES ☐	NO ☐	Degree B.A.		
Other Franklin University			Location Columbus, Ohio						
From	2002	To	2004	Did you graduate?	YES ☒	NO ☐	Degree MBA		
EMPLOYMENT HISTORY									
Current Employment		Contractor/self employed				Job Title Healthcare Consultant			
Responsibilities		Specializing in Medicare, government contracting, vendor management and compliance domains in the healthcare sector.							
Previous Employment		ARDX				Job Title Medicare Payment Operations Manager			
Previous Employment		Anthem				Job Title Business Change Director			
Previous Employment		United Healthcare				Job Title Project Manager/Sr. Business Analyst			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: Volunteer for the 2019 Burgaw Blueberry Festival and I hope to volunteer again, when pandemic limitations for festivals are lifted.									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES	☒	NO	☐
If yes, explain (including length of service).			
Currently serving a three year appointment on the Pender County Tourism Development Authority (TDA) Board, representing District 2.			
State reasons why you feel qualified for this appointment(s):			
Given the recent sale of NHRMC to Novant, I have an interest in the future of Pender Memorial Hospital and the delivery of health care to the citizens of Pender County. I believe my background and experience in the business side of health care, particularly in the government sectors would bring a unique perspective to the PMH Board. In my recent roles I gained experience in program development, execution and management, project management, data analysis and direct communication with federal regulating bodies (CMS). Past experience working at a community hospital in Ohio, gave me great insight as to the challenges and limitations health care organizations face in delivering quality health care services to the community. While working at the hospital in Ohio I was the grant writer and program developer and was successful in obtaining funding for community based programs including breast cancer screenings and congestive heart failure. Throughout my career in healthcare I have built strong relationships with both clinicians and non-clinicians at all levels of leadership. Lastly, I feel that my experience in government sectors of healthcare, primarily Medicare has allowed me to understand the needs and challenges of under served populations and how social determinants of health can adversely impact access to quality care.			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES	☐	NO	☒
If yes, explain.			
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES	☒	NO	☐
If yes, list family member name(s) and position/board or committee(s).			
Self, serving a 3 yr appointment to the Pender County TDA Board.			
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
I hope to be able to give back to the community should I be appointed to serve on the Pender Memorial Hospital Board.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	
Amy Logsdon		March 22, 2021	

Submit Form by Email



Pender County Request for Board Action

TO: Board of Rocky Point Topsail Water and Sewer District

FROM: Kenneth Keel

DATE: April 6, 2021

SUBJECT: Approve State Loan and Grant Funding Resolution for Reverse Osmosis Water Plant Project.

SUMMARY:

The RPTWSD has received two "Letter of Intent to Fund" documents for the Reverse Osmosis Water Plant project from the NCDEQ-Division of Water Infrastructure, one for \$20 million of ASADRA funding and another for \$3.75 million from the Drinking Water State Revolving Fund (SRF). The current estimated total project cost is \$66.87 million, so we only have just over one-third of the total funding needed for the project.

Our current plan is to continue applying for SRF funding, which has two funding cycles each year (Spring & Fall), due to its very favorable interest rate (0.18% on our current offers). We also plan to apply for USDA funding as soon as we have a confirmed site for the plant and wells.

The SRF program allows an application document to be considered for up to 2 funding cycles, not to exceed 12 months. Our former application has been considered twice with funding received, so we now need to renew this resolution. The updated application is being prepared, and will be provided to the Chairman for signature at some time in April.

The proposed resolution is required to be submitted with the application package for SRF loan and/or grant consideration. If the resolution is not approved and included, the application package will be deemed incomplete and not considered.

ACTION REQUESTED:

Approve State Loan and Grant Funding Resolution for Reverse Osmosis Water Plant Project

ATTACHMENTS:

Resolution and Certification by Recording Officer

RESOLUTION BY THE BOARD OF THE ROCKY POINT TOPSAIL WATER AND SEWER DISTRICT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works drinking water distribution systems, and
- WHEREAS, The Rocky Point Topsail Water and Sewer District has need for and intends to construct a drinking water treatment works project described as a reverse osmosis water plant, well field, and associated piping improvements, and
- WHEREAS, The Rocky Point Topsail Water and Sewer District intends to request state loan and grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF THE ROCKY POINT TOPSAIL WATER AND SEWER DISTRICT:

That Rocky Point Topsail Water and Sewer District, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Rocky Point Topsail Water and Sewer District to make scheduled repayment of the loan, to withhold from the Rocky Point Topsail Water and Sewer District any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Board Chairman George Brown, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 6th day of April 2021 at Pender County Public Assembly Room, Burgaw, North Carolina.

George Brown
Chairman, Rocky Point Topsail Water and Sewer District

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Rocky Point Topsail Water and Sewer District does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Rocky Point Topsail Water and Sewer District duly held on the 6th day of April, 2021; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Melissa Long

Clerk

PENDER COUNTY CLOSED SESSION MOTION

All boards, agencies or public bodies in meetings of two or more members covered by the Open Meetings Law in Pender County shall utilize the following procedure for entering a "Closed Session."

MOTION

_____, (member of the governing body) moves to enter closed session pursuant to G.S. 143-318.11: (select one or more of the following grounds):

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or is not considered a public record within the meaning of Chapter 132 of the General Statutes.
2. To prevent the disclosure of information that is of an honorary degree, scholarship, prize, or similar award.
3. To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
4. To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
5. To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
6. To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
7. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
8. To formulate plans by a local board of education relating to emergency response to incidents of school violence.
9. To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

VOTES FOR: _____ VOTES AGAINST: _____

Attested: _____ Date: _____