Pender County

Agenda

Board of County Commissioners Meeting
Monday, October 17, 2022 @ 4:00 PM
Hampstead Annex Auditorium
15060 US Hwy 17, Hampstead, NC 28443

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION			
3.	PLEDGE OF ALLEGIANCE			
4.	ADOPTION OF AGENDA			
5.	PUBLIC INFORMATION			
	5.1.	Safety Awards Notice Safety Awards - Pdf		3
	5.2.	ABC Board Profit Distributions and Facility Updates Profit Distribution - Pdf	Susan Crawford	5
6.	PUBLIC COMMENT			
7.	CONSENT AGENDA			
	7.1.	Approval of CFPUA Easement for Proposed Water Interconnection on US 421 CFPUA_EasementRequestForWaterInterconnAtUS421 - Pdf	Kenny Keel	7 - 28
	7.2.	Approval of the Board of Commissioner Meeting Minutes October 3, 2022 BOCC Meeting Minutes October 3, 2022 - Pdf		29 - 43
8.	APPROVALS AND RESOLUTIONS			
	8.1.	Request for $1,132,000.00 for Modular units for Surf City Schools for next school year Modular Units - Pdf	Dr. Bracy/Dr. Hill	45 - 53
	8.2.	Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of $105,778.20 for the Lease Purchase of Portable and Mobile Radios. Motorola Lease# 24978 year 2 payment - Pdf	Sheriff Cutler	55 - 71
	8.3.	Award of Contract & Purchase Order for Healthcare Provider Services for the Jail to Inmate Medical Services in response to RFP #220908-232 RFP Jail Medical Services - Pdf	Sheriff Cutler	73 - 88
	8.4.	Request for Approval of a Purchase Order to Capital Chevrolet of Wake Forest for the Purchase of Two New Pickup Trucks Inspections Vehicle PO - Pdf	Travis Henley	89 - 90
	8.5.	Approval of Road Additions Petition for NC DOT	Allen Vann	91 - 93

NC DOT ROAD PETITION - Pdf

9. DISCUSSION

9.1.	Pender Memorial Hospital / Health Care Provider Update Update - Pdf		95 - 98

10. APPOINTMENTS

10.1.	Approval of Appointment to Pender Ems and Fire Board Denny Application - Pdf	Allen Vann	99 - 101
10.2.	SEDC Board Reappointment Strickland Ref Letter - Pdf	Allen Vann	103 - 104

11. MAPLE HILL WATER AND SEWER DISTRICT

12. ROCKY POINT WATER AND SEWER DISTRICT

13. SCOTTS HILL WATER AND SEWER DISTRICT

13.1.	Approval of Budget Ordinance Amendment, Associated Purchase Order, Reimbursement Resolution, Resolution of Award to Harper General Contractors, and Contract Signing for SHWSD Elevated Tank & Wells project for $10,970,000 ElevatedTankAndWellsProject_BOA_PO_Resolutions - Pdf	Kenny Keel	105 - 157

14. MOORES CREEK WATER AND SEWER DISTRICT

15. CENTRAL PENDER WATER AND SEWER DISTRICT

16. PENDER COUNTY BOARD OF HEALTH

17. SOCIAL SERVICES BOARD

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

19. CLOSED SESSION (IF APPLICABLE).

20. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

20.1.	SUP 2022-32: Special Use Permit Request for a Telecommunications Facility Including a 300' Tower on New Road in the Burgaw Township SUP 2022-32 - Pdf	Greg Feldman	159 - 196

21. ADJOURNMENT

Pender County
Safety Awards Banquet

TO:	
FROM:	Pamela Brame
DATE:	October 17, 2022
SUBJECT:	Safety Awards Notice

SUMMARY:
Please allow time for the Deputy Commissioner of the Department of Labor to pass out annual Safety Awards. Approved list of recipients has not been confirmed to HR by NCDOL. At 3:30pm, we will hold a short reception at the DSS Auditorium for our guests, and we request to open the 17 October meeting with handing out of awards to department representatives.

ACTION REQUESTED:
Please allow time for the Deputy Commissioner of the Department of Labor to pass out annual Safety Awards.

Pender County
ABC Board Profit Distributions and Facility Updates

TO:	Board of County Commissioners
FROM:	Susan Crawford
DATE:	October 17, 2022
SUBJECT:	ABC Board Profit Distributions and Facility Updates

SUMMARY:
The ABC Board would like to provide an update on the profit distributions for quarter ending September 2022 and quarter ending December 2022. Information will also be shared regarding facility current/future plans.

ACTION REQUESTED:
Consider ABC Board Profit Distributions and Facility Updates

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	October 17, 2022
SUBJECT:	Approval of CFPUA Easement for Proposed Water Interconnection on US 421

SUMMARY:
CFPUA is extending water and sewer lines to the Pender County line in accordance with an interlocal agreement on utilities services in that area. According to that agreement (attached), PCU will serve the Pender Commerce Park property on the west side of US 421 at the county line within New Hanover County, which is currently owned by Pender County (former BASF property). In addition, CFPUA and PCU will construct a water interconnection at the county line to aid both utilities in the case of a water emergency situation.

The easement requested for approval will give CFPUA sufficient space to extend its existing water line across US 421 to provide a hydrant and end connection for the future water interconnection. This work by CFPUA will make PCU's work to extend our water line and create a proper interconnection vault much easier when that work is done in FY24.

CFPUA is offering a $739 payment for this easement, which is based on standard utility easement payment calculations by property value. The total easement area is 5,682 square feet.

ACTION REQUESTED:
Approve CFPUA easement on Pender Commerce Park property in New Hanover County and accept payment offer

ATTACHMENTS:
Easement document (for signature)
Easement Request Letter with payment offer, easement plat, acceptance sheet (for signature), and W-9 form

Interlocal Agreement (for information purposes)

This instrument prepared by: Linda Miles, Consulting Attorney for Cape Fear Public Utility Authority,
235 Government Center Drive, Wilmington, NC 28403
Please return to: Cape Fear Public Utility Authority, 235 Government Center Drive, Wilmington, NC 28403

Revenue Stamps: $ 2.00

Tax Parcel No. R01500-001-004-000

NORTH CAROLINA

EASEMENT

NEW HANOVER COUNTY

This DEED OF EASEMENT, made and entered into this _____ day of _____, 2022, by and between PENDER COUNTY, a political subdivision of the State of North Carolina, hereinafter, whether one or more, referred to as "GRANTOR"; and CAPE FEAR PUBLIC UTILITY AUTHORITY, a body corporate and politic of the State of North Carolina created pursuant to Chapter 162A, Article 1 of the North Carolina Statutes, whose mailing address is 235 Government Center Drive, Wilmington, North Carolina 28403, its successors and assigns, hereinafter referred to as "GRANTEE";

W I T N E S S E T H:

WHEREAS, GRANTOR owns certain real property located in New Hanover County more particularly described on Exhibit A attached (the "Property"), and has agreed to convey to GRANTEE certain easements for public water and sewer utilities over portions of the Property;

NOW, THEREFORE, GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration to it in hand paid by GRANTEE, and in consideration of the mutual benefits inuring to the parties hereto, does hereby give, grant and convey unto GRANTEE the perpetual rights and easements as more fully described in the paragraphs below.

1. Public Utility Easement.

A. GRANTEE shall have a permanent non-exclusive utility easement upon, through, in, and under the portions of the Property more specifically described as EXHIBIT B -*Permanent Utility Easement 5,682 SF*, (the "Easement Area").

B. Purpose of Easements. The purpose of this easement is for the installation, operation, and maintenance of a system of pipelines or mains and any related facilities necessary for the operation and protection of the public utility, including water and sanitary sewer (whether currently existing or later installed, collectively the "Facilities"). Said Facilities may include, without limitation, water lines, sewer lines, pipes, valves, hydrants, meters, manholes, fences and any other mechanisms needed for the maintenance and protection of the utility. GRANTEE'S rights shall include the right to do all things necessary and convenient to satisfy said purposes, including without limitation constructing, laying, maintaining, inspecting, operating, protecting, repairing, changing the size of, replacing, removing or abandoning the facilities.

C. Specific Terms. Further specific terms and conditions applicable to the public utility easement are as follows:

(i.) GRANTOR shall not place, construct, deposit, leave, permit to be or remain on, within or over the Easement Area, any construction materials, metals, lumber, trees, berms, water bodies, rubbish, refuse, fences, structures, buildings or other obstructions. Furthermore, GRANTOR shall not install, or permit to be installed, any utility lines or facilities within five (5) feet of the facilities located in the Easement Area or above or below said Facilities at any distance. Any such obstructions shall constitute an easement nuisance and shall be removed by GRANTOR, at its expense.

(ii.) GRANTEE is authorized to remove from the Easement Area all structures, fences, trees, shrubs, vegetation, and other obstructions as necessary, in GRANTEE's sole discretion, to maintain, repair or protect the facilities. Notwithstanding the foregoing, GRANTOR may (1) construct, maintain, and use the Easement Area for paved rights of way,

paved drives and automobile parking areas of plain asphalt or concrete; and (2) plant and maintain shallow-rooted ground cover material within the Easement Area. For Private Street Rights-of-Way, GRANTOR may plant trees or allow trees to remain within private street rights-of-way that are dedicated as Easement Area when such trees (1) are located greater than ten feet from the Facilities as measured from the center of the tree trunk to the nearest edge of the Facilities; and (2) are of a species approved in writing by GRANTEE. However, GRANTEE is authorized to remove such trees as necessary, in GRANTEE's sole discretion, to maintain, repair or protect the Facilities. GRANTEE shall not be responsible for replacing or compensating for removed trees.

(iii.) GRANTOR shall retain fee simple ownership of the Property including the Easement Area; provided, however, no use may be made of the Easement Area which interferes with GRANTEE's full, reasonable use of the easements and rights described herein.

(iv.) At the conclusion of any installation or maintenance of the facilities within the Easement Area, GRANTEE will regrade, mulch, and re-seed, or otherwise return the disturbed land within the Easement Area to as near prior conditions as feasibly possible, and in compliance with municipal ordinances. Said restoration shall not include laying sod, landscaping, or driveways that are not of plain asphalt or concrete.

2. Ingress and Egress Easement. GRANTEE shall have the right of access, ingress and egress over, upon, through, and under the Easement Area. In addition thereto, GRANTEE shall have the right of access, ingress, and egress over such private roads, driveways, alleys and ways as may now or hereafter exist on the Property (collectively, the "Private Roads"), and if there are no public rights of way or Private Roads reasonably convenient to provide access to the Easement Area, then GRANTEE shall have the rights of ingress and egress over the portions of the Property adjacent to the Easement Area in such manner as shall reasonably minimize the inconvenience and damages to GRANTOR. GRANTEE will be responsible for damages to the Property outside of the Easement Area caused by GRANTEE's use of the same for ingress and egress as provided herein.

3. Indemnity. (a) GRANTOR agrees to indemnify and hold harmless GRANTEE, and its independent contractors, agents, employees, successors and assigns from and against any and all claims, demands, causes of action, or other liability, including attorneys' fees, on account of damage resulting from the negligence of all GRANTOR, GRANTOR'S agents, employees, and subcontractors in connection with the Facilities (b.) GRANTEE agrees to indemnify and hold harmless GRANTOR, and its independent contractors, agents, employees, successors and assigns from and against any and all claims, demands, causes of action, or other liability, including attorneys' fees, on account of property damage resulting from the negligence of all GRANTEE, GRANTEE's agents, employees and subcontractors in connection with the Facilities.

4. Covenants by Grantor. GRANTOR, for itself, its heirs, executors, administrators and assigns, does covenant with GRANTEE, its successors and assigns, that it is the owner in fee simple of the Property on Exhibit A; that it has good right to grant and convey the easements and rights described herein and the easements shown on the attached plats; that said Property is free and clear from all restrictions, easements or encumbrances, except for encumbrances of record as of the date of this Deed of Easement which do not affect the easements granted herein to GRANTEE and the lien of local property taxes; and that it shall, and its heirs, executors, administrators and assigns shall, warrant and defend the title to said easements and rights against the lawful claims and demands of any and all persons whomsoever. GRANTOR further covenants that the individuals executing this document on behalf of GRANTOR have all necessary and appropriate authority to bind GRANTOR to the obligations and conveyances granted herein, and, in the event that GRANTOR is a corporation or similar entity, that the execution of this document has been authorized by all appropriate and necessary corporate action.

TO HAVE AND TO HOLD the rights and easements hereby granted to GRANTEE and its successors in title forever; it being agreed that the rights and easements hereby granted are appurtenant to and runs with the Property now owned by GRANTOR.

Cape Fear Public Utility Authority Contract Number: _____

IN TESTIMONY WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

PENDER COUNTY

_____ (SEAL)
Fred McCoy, Board Chairman

ATTEST:

_____
Tera Cline, Clerk to the Board

Approved as to form:

_____
County Attorney

Cape Fear Public Utility Authority Contract Number: _____

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public of the State and County aforesaid, certify that Tera C. Cline acknowledged that she is Clerk to the Board of Commissioners of Pender County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Board Chairman, sealed with its corporate seal and attested by herself as Clerk.

WITNESS my hand and official seal, this _____day of _____2022.

Date: _____

_____
Signature of Notary Public

_____
Notary's printed or typed name

My commission expires: _____

(Official Seal)

Notary seal or stamp must appear within this box.

Cape Fear Public Utility Authority Contract Number: _____

EXHIBIT A

PROPERTY

That certain tract or parcel of land located in New Hanover County more particularly described as follows: PT Rogers Grimes & Hobbs and as described in Deed Book 5531 Page 18 and Tract 3 in Map Book 55 Page 258 and recorded in the New Hanover County Registry.

Cape Fear Public Utility Authority
Stewardship. Sustainability. Service.

Karen F. Durso
Real Estate Manager
235 Government Center Drive
Wilmington, NC 28403
910-332-6542
karen.durso@cfpua.org

August 23, 2022

Carolyn Moser, Interim County Manager
Pender County
805 South Walker Street
Burgaw, NC 28425

Re: Permanent Utility Easement / Highway 421 Pump Station Project
101 Vitamin Drive, New Hanover County
Parcel ID: R01500-001-004-000

Dear Ms. Moser,

As you may be aware, the Cape Fear Public Utility Authority has been working on the development of a project for the construction of pump station in the above service area. Based on projected design, it will be necessary to obtain a permanent construction easement over a portion of the property currently owned by Pender County, as shown on the enclosed map. Please note, this easement only conveys the right of use to the Authority, for a specific portion of the property for a defined purpose, in this case, the installation of a water line and fire hydrant, which has been incorporated into this project. Pender County will retain full legal ownership of your land.

The contractor and the Authority will conduct an existing conditions inventory prior to the commencement of the project. While this area will be disturbed during construction, repairs to this site will be made upon completion. After final inspection of the water line, fire hydrant, and new pump station, the area will be restored to prior conditions as feasibly possible. In addition, all efforts will be made to maintain access to and from this property during construction.

PERMANENT CONSTRUCTION EASEMENT (PUE)

The calculations for fair compensation are based on New Hanover County tax information and applicable available transactions that are a matter of public records.

New Hanover County tax value for your land is as follows:

Land value $786,346/3,073,158 sq. ft. total lot size = **$.26** per sq. ft.
(This value would be for total control ownership or Fee Simple interest)

Therefore, CFPUA hereby offers the following:

Easement (limited control) Calculations

5,682 square foot PUE x **$0.26** x 50% = $ 738.66

Total offer for the easement area as described (rounded up) = $ 739.00

This offer is subject to the availability of funds and approval by the Executive Director and/or the Board of the Cape Fear Public Utility Authority.

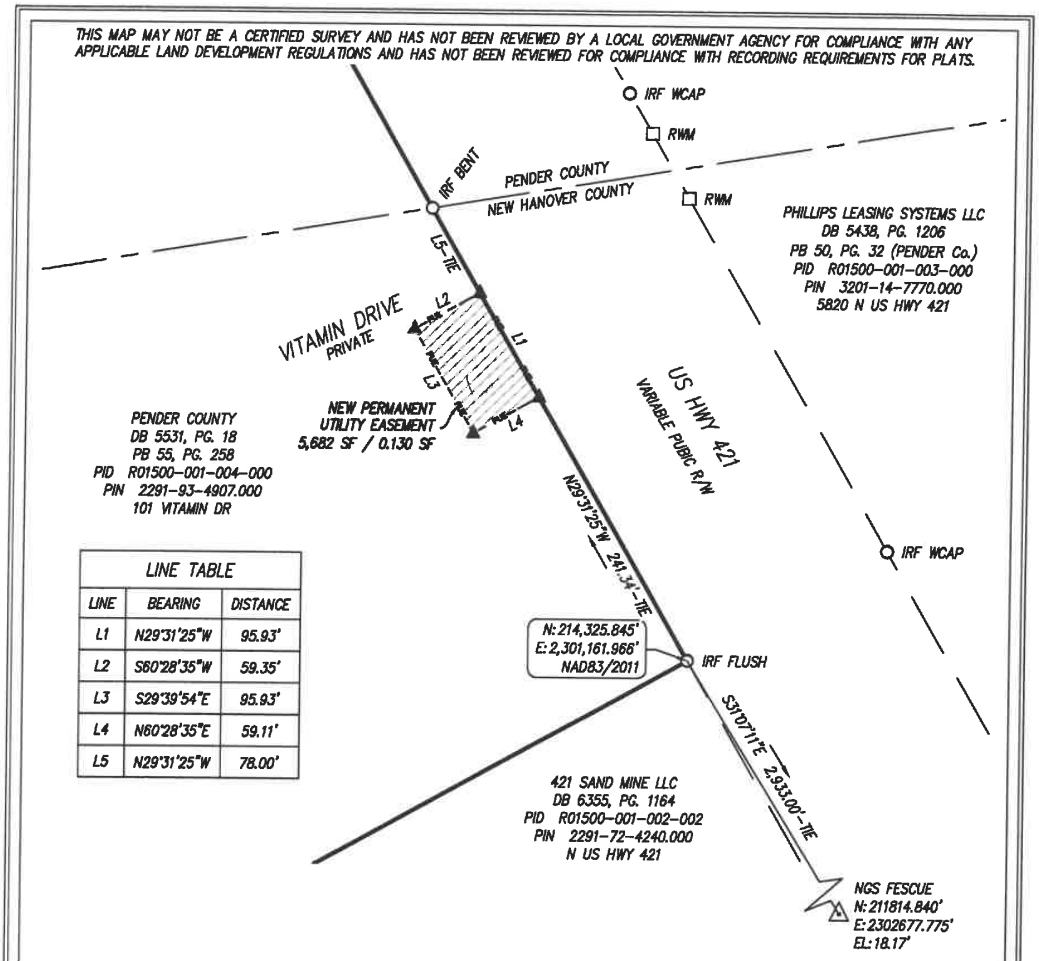
If the offer is acceptable, please indicate such on the enclosed acceptance form and W-9 and return them to my office. Once I receive these forms, I will begin the necessary paperwork for acquiring a check and your signature on the easement document. However, if you find the offer unacceptable and you have other information that would support a different value, please include that information on the attached form and submit it to me.

Your cooperation in this matter is greatly appreciated. If you have any questions, or wish to discuss this offer, please contact me at (910) 332-6542.

Sincerely,

Karen F. Durso
Real Estate Manager

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N29°31'25"W	95.93'
L2	S60°28'35"W	59.35'
L3	S29°39'54"E	95.93'
L4	N60°28'35"E	59.11'
L5	N29°31'25"W	78.00'

NORTH
NAD83(2011)

0 50 100
SCALE: 1" = 100'

LEGEND

IPF ○ IRON PIPE FOUND
IRF ○ IRON ROD FOUND
□ RWM R/W MON FOUND
▲ COMPUTED POINT
PROPERTY LINE / RIGHT OF WAY
PUE PUE NEW PERMANENT UTILITY EASEMENT

GENERAL NOTES

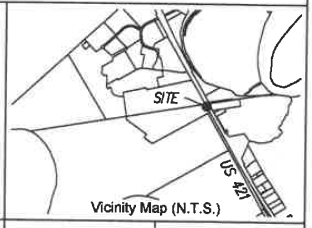
1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
3. AREAS COMPUTED USING THE COORDINATE METHOD.
4. THE EASEMENT AREA IS LOCATED OUTSIDE OF A FLOODPLAIN PER MAP 37203201000K DATED 02-16-2007.

I, JORDAN M. SCHOFF, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 5TH DAY OF AUGUST, A.D., 2022.

d. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

DocuSigned by:
Jordan M. Schoff
JORDAN M. SCHOFF
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4939

NORTH CAROLINA PROFESSIONAL SEAL L-4939 LAND SURVEYOR JORDAN M. SCHOFF



Vicinity Map (N.T.S.)

STEWART
6410 Old Poole Rd
Raleigh, NC 27610
T 919.380.8750
Firm License #: C-1051
www.stewartinc.com
Project #: 22081

CAPE FEAR PUBLIC UTILITY AUTHORITY EASEMENT EXHIBIT
ACROSS THE PROPERTY OF:
PENDER COUNTY
PID R01500-001-004-000 – PIN 2291-93-4907.000
101 VITAMIN DR
NEW HANOVER COUNTY, NORTH CAROLINA

Project No:	G22081	Ref No: ESMT01	
Scale:	1" = 100'	Date:	07-20-2022
Drawn By:	JMS	Revision01: 08-05-2022	
Checked By:	CRD	Drawing No.	1 of 1

G:\Projects\2022\G22081 - 421 Watershed Wastewater\DWG\G22081_ESMT01.dwg Aug 05, 2022 - 11:35am

Cape Fear Public Utility Authority
Stewardship. Sustainability. Service.

ACCEPTANCE SHEET

Project Management Division
235 Government Center Drive
Wilmington, NC 28403

Re: Pender County
Hwy 421 Pump Station Project
Permanent Utility Easement
Parcel ID: R01500-001-004-000

The receipt of the Authority's offer of $ 739.00 for the Permanent Utility Easement (PUE) approximately 5,682 square feet as further described in the attached documents is acknowledged.

( ) I find the offer acceptable. Please proceed with the documents necessary to finalize this agreement and start the processes for the payment as soon as possible. I understand that the Authority will bear expenses necessary to prepare and record (if applicable) the agreement. If contaminated soil is found on my property, I give CFPUA authorization to test and report test results to the appropriate agency. This will serve as your authorization to proceed with construction activity while the documents are being prepared.

( ) I offer to dedicate the required area to the Cape Fear Public Utility Authority.

( ) I reject the offer. I have additional information, which I will provide.

Comments: _____

_____

Pender County

_____ (Sign) Date_____

Carolyn Moser, Interim County Manager
Fred McCoy, Chairman, Pender Co Board

Substitute W-9
Request for Taxpayer Identification Number
To Be Reported on IRS Form 1099-S
Proceeds from Real Estate Transactions

Cape Fear Public Utility Authority (CFPUA), as an entity who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report on a 1099-S information return the amount paid to you as proceeds from a real estate transaction.

It is CFPUA's policy to require all vendors, including single transaction vendors/payees, to submit a completed W-9 prior to payment processing in our Finance Department.

Name Pender County Government

Mailing Address 805 South Walker Street, Burgaw, NC 28425

Taxpayer Identification Number* _____

(*)Social Security Number (SSN) if Individual or Sole Proprietor
If married couple, one SSN is sufficient
(*) Federal Employers ID number if a form of business other than Sole Proprietor

Is your form of business a corporation? Yes _____ No _____

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Signed: _____ Date: _____

Transferred Property Information
(To be completed by CFPUA or its agent.)

Address 101 Vitamin Drive
City, State, Zip Code and/or Wilmington, NC
Tax Map Number R01500-001-004-000
Closing Date _____
Gross Proceeds $739.00
Project Name _____

Is this a reportable transaction?** Yes _____ No _____

(**) If the gross proceeds are equal to or more than $600.00 and the transferor is not a corporation, please check "Yes", otherwise, check "No".)

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF NEW HANOVER

THIS AGREEMENT, made and entered this 22nd day of February, 2022 by and between CAPE FEAR PUBLIC UTILITY AUTHORITY, a Public Utility Authority organized under the laws of the State of North Carolina, hereinafter referred to as "CFPUA", PENDER COUNTY, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "Pender"; and NEW HANOVER COUNTY, a political subdivision organized under the laws of the State of North Carolina, hereinafter referred to as "New Hanover."

W I T N E S S E T H

WHEREAS, the Pender Commerce Park (PCP) is situated adjacent and proximate to the common boundary of Pender and New Hanover County;

WHEREAS, property adjacent to the PCP situated in New Hanover County is available for common land use development with the Pender jurisdiction property; and

WHEREAS, CFPUA normally would provide water and sewer service to those parcels of the PCP located in New Hanover County and Pender County would provide said services to the property in Pender County; and

WHEREAS, it is beneficial to the development of the property for one utility to furnish water and sewer to all of the tracts in PCP; and

WHEREAS, both systems desire to have an interconnect at this location to provide redundancy of service for both utilities; and

WHEREAS, the economic development benefits generated by PCP are mutually beneficial to both counties.

NOW THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration set forth herein, CFPUA, Pender and New Hanover hereby agree, effective the 1st day of January, 2022 as follows as regards R0-1500-001-004-000 parcel situated in New Hanover County

1. New Hanover requests and authorizes Pender to perform all necessary zoning utilizing the New Hanover County Unified Development Ordinance (UDO). Pender shall collect and retain any and all resulting zoning authorizations, permits or inspection fees. This authorization shall be deemed to have an effective date of January 1, 2022. Originals of development reviews, authorizations, plans, inspection reports and certifications shall be made available to and retained by New Hanover. New Hanover shall provide to Pender any requested documents relating to the UDO, including templates forms and other documents. Should there

be any quasi-judicial determinations, those shall be handled by the New Hanover Board with jurisdiction for such determinations.

2. Pursuant to N.C. State Building Code: Administrative Code and Policies, Section 204 City and County Government, and Section 204.2.2 Jurisdiction, and N.C. General Statute 160D-1107, Mutual Aid Contracts, as recodified from time to time, and as otherwise allowed by law, New Hanover requests, authorizes, and covenants with Pender for Pender to perform code enforcement over the above specifically referenced parcel, for all necessary plan reviews, building permit issuances, building inspections, and certification of occupancy issuance. In return for providing such contracted services, Pender shall collect and/or retain any and all resulting permit issuance and inspection fees. If this Agreement is terminated, then code enforcement shall be handled by New Hanover.

3. New Hanover requests and authorizes Pender to provide professional development review services for any development permitted by-right by the New Hanover County UDO to ensure that all standards of the UDO are met, including general development standards such as, but not limited to, parking, landscaping, zoning district compliance, and site plan approval process.

4. Pender shall provide all plan reviews, permitting and inspections for Fire Code through the time of certificate of occupancy issuance, and collect and retain any fees for such services. Inspections subsequent to certificate of occupancy shall be conducted by the respective fire marshal of each County as required by law or regulation.

5. In that New Hanover herein contracts with Pender to provide the above parcel specific enumerated governmental services, including exercise of zoning and planning functions, New Hanover further requests that Pender provide water and sewer for the identified parcel and withdraws said parcel from the adopted land use utility plan for the County designed for service by CFPUA.

6. Pender and CFPUA desire a water distribution interconnection along the U.S. Highway 421 corridor near the Pender County and New Hanover County line (the Project) that will provide mutual benefit in case of a water supply emergency. Pender will be responsible for design, permitting, and construction of the Project that extends from the CFPUA water main at its existing endpoint on U.S. Highway 421 to the nearest Pender water main of equal or larger size. All infrastructure constructed in New Hanover County shall be in accordance with CFPUA's Technical Standards. The project shall include, at a minimum, a concrete meter vault, appropriately sized meter and backflow prevention infrastructure in accordance with CFPUA specifications, piping, valves, sampling taps, pressure measurement, and lockable access hatches. Piping shall be designed such that metered water can flow in either direction between Pender and CFPUA through various valving arrangements. In concept, the water supply emergency connection shall be similar to the connection that was previously designed between the Pender County and CFPUA water systems along U.S. Highway 17. The funding

for the Project shall consist of the first $267,000.00 in costs being funded solely by Pender County with any costs above that amount to be equally split between CFPUA and Pender. Procurement of the design, permitting and construction shall be in accordance with North Carolina law for public projects. Pender shall have four (4) years from the certificate of occupancy being issued to complete the interconnection. In the event the anticipated project on the described parcel is not constructed then either CFPUA or Pender may withdraw from this section of the agreement without further obligation.

7. New Hanover will delegate Sedimentation and Erosion Control and Stormwater to the state for permitting. To the extent practicable, New Hanover shall provide coordination with its inhouse engineering staff in regards to Stormwater requirements.

8. Either party may terminate this Agreement by giving one hundred twenty (120) days written notice to the other before the effective date of termination; provided, however, that if an application for a development approval, permit or determination is pending, no termination of this Agreement shall occur until after the initial development of the property is complete and a certificate of occupancy is issued. Termination of this Agreement will not affect the validity of any approvals, permits or determinations issued prior to the date of the termination pursuant to this Agreement.

9. Should any provision of this Agreement be determined to be void, invalid unenforceable or unlawful for whatever reason, such provision(s) shall be null and void, provided, however that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties hereto, have caused the execution of this Agreement under seal and by authority duly given the day and year below written.

SIGNED this 22nd day of February, 2022.

(SEAL)

PENDER COUNTY

Pender County Manager

ATTEST:

Tera C Clive

Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF Pender

I, Tasha Herring-Redd, a Notary Public of the State and County aforesaid, certify that Tera C Clive personally came before me this day and acknowledged that (s)he is Clerk to the Board of Commissioners of Pender County, and that by authority duly given and as the act of the Board of Commissioners, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal and attested by herself as its Clerk.

Witness my hand and official seal, this the 28 day of February, 2022.

Tasha Herring-Redd
Notary Public

My Commission Expires: March 18, 2023

TASHA HERRING-REDD NOTARY PUBLIC DUPLIN COUNTY, NC

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

Marguerite Bess
Pender County Finance

Approved as to form:

Pender County Attorney

Kenneth Waldroup
Executive Director

ATTEST:

Donna S. Pope, Clerk to the Board

CAPE FEAR PUBLIC UTILITY AUTHORITY SEAL

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Judith Lawton, a Notary Public of the State and County aforesaid, certify that Donna S. Pope personally came before me this day and acknowledged that (s)he is Clerk to the Board of Directors of the CAPE FEAR PUBLIC UTILILTY AUTHORITY, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by herself as its Clerk.

Witness my hand and official seal, this the 1 day of March, 2022.

Judith Lawton
NOTARY PUBLIC
Pender County, NC
My Commission Expires April 05, 2026

Judith Lawton
Notary Public

My Commission Expires: _____

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

John McLean, Chief Financial Officer
Cape Fear Public Utility Authority

Approved as to form:

Linda A. Miles
MILES FIRM, PLLC
Attorneys for Cape Fear Public Utility Authority

[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE.]

Signature Page

NEW HANOVER COUNTY

Chris Coudriet

County Manager

ATTEST:

Clerk to the Board

Approved as to form:

Kemp Burpeau, Deputy

County Attorney

Pender County
Board of Commissioner Meeting Minutes
October 3, 2022

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	October 17, 2022
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes October 3, 2022

SUMMARY:
Approval of the Board of Commissioner Meeting Minutes October 3, 2022

ACTION REQUESTED:
Approval of the Board of Commissioner Meeting Minutes October 3, 2022

MINUTES
Board of County Commissioners Meeting
Monday, October 3, 2022 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

OTHERS PRESENT: David Andrews County Manager
Tera Cline, Clerk to the Board
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

Page

1 CALL TO ORDER
Chairman McCoy called the meeting to order at 4:00 PM

2 INVOCATION
Commissioner Brown gave the invocation

3 PLEDGE OF ALLEGIANCE
Commissioner Piepmeyer led the pledge

4 ADOPTION OF AGENDA

4.1 Motion to excuse Commissioner Tate for being late

Moved by George Brown, seconded by David Piepmeyer

Motion to excuse

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

Jacqueline A. Newton	x			
David Piepmeyer	x			
Jimmy Tate				x
	4	0	0	1

CARRIED.

4.2 Motion to adopt the agenda

Moved by George Brown, seconded by David Piepmeyer

Motion to approve

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

CARRIED.

5 PUBLIC INFORMATION

5.1 Penderlea Community Park Update

Zach White, Pender County Parks and Rec, provided an update on Penderlea Community Park. Before and after pictures were shown of the undergrowth and vegetative debris that was removed. Photos of the classroom were shown to show the painted walls, new blinds, new vinyl base cove and tables/chairs. Photos were shown of the vinyl siding repairs that were completed on the Penderlea gym. Photos were shown of the gym floor patch that was completed for the HVAC unit. Photos were shown of the replaced ADA ramps on both the auditorium and the gym, as well as the front deck replacement on the auditorium. Photos were shown of the floor refinishing project for the gym and auditorium. Photos were shown of the auditorium curtain replacement project. Photos were shown for the lawn game area concrete cornhole boards and the newly installed playground. Photos were shown of the new shingle roof on the storage building and the roof resealing of the gym and auditorium. Other completed projects discussed were fire alarm system, all restrooms are in working order, new sump pump installed and picnic tables have been installed in the park. Upcoming programs at

Penderlea community park are Open Gym on Thursdays 6pm-8pm and Cosmic Bingo on Thursday Oct. 27th.

5.2 Eastern Pender County R/O Plant and Well Field Site Update

Commissioner Piepmeyer presented on the request to acquire 200 Acres in the Holly Shelter Game Lands. He stated the public needed to be made aware of the counties request. He gave a brief history on the project and where it started. He stated that many of the emails that he sent out were ignored. The last email received was from the Chairman of the North Carolina Wildlife Resource Commission named Monty Crump. Mr. Crump stated that this matter is closed and no land will be given. Commissioner Piepmeyer stated that its been extremely difficult to acquire land on the east side of the county. He stated he just wanted to make sure the public knew what was being done. The Commissioners for Pender County identified that we had a water distribution problem 7 years ago when I was elected to the board and have been spending a majority of our time at our annual BOCC Retreat trying to develop and agree on a Strategic Plan to address this issue. We have even proposed to pay Cape Fear Utilities (New Hanover County) for a “Metered” connection at Scott’s Hill (Pender / New Hanover County Line) as well as for water consumed. This proposal was “rejected”. Pender Utilities hired consultants to determine if it was better to run a dual water line from Rocky Point to Hampstead or to build a Reverse Osmosis Water Plant and Well field here on the east side. We were advised to build RO Plant and Well Field. Pender County and Pender County Utilities Managers have been actively searching for the last 4 years for a large enough tract of land, in and around the east side of Pender County, to build a Reverse Osmosis Water Plant and 16 Water Wells (~200 acres). Likewise, Pender County Board of Education has put forth a Bond Referendum, That if passed in November, Requires Pender County to Acquire Two more 100+ acre Tracts of Land on the East Side to Build Two More Schools. All discussions with Large Landowners have Ended with either an Emphatic “Not Interested in Selling” or a HUGE Price Tag that the County just CAN’T Afford. The request that was sent was for the NC Wildlife Resources Commission (or the State of NC) to Lease, Gift, Partner or Sell 200 acres of Land on Highway 17, at or near the intersection of Sloop Point Loop Road, in the Holly Shelter Game Land Tract for the Purpose of Pender County Building a Reverse Osmosis Water Plant as well as 16 Water Wells to meet the Demand for Drinking Water on the East Side of Pender County (Scott’s Hill, Hampstead, as well as potentially the Town of Topsail Beach). We would also be happy with just 50 acres for the RO Plant located on 17 near the Sloop Point Loop Road intersection and a lease agreement that allows the county to place nonintrusive Wells and Elevated Tanks along the GL Lodge and GL Field Roads. Commissioner

Piepmeyer stated the justification for the request was since Pender County Invested Over a Million Dollars to Purchase Property to Build a 3 Slip Vehicle Boat Ramp and Parking Lot on the ICWW in Partnership with NC Wildlife Resource Commission And Since Pender County Again Partnered with the NC Wildlife Resource Commission to Purchase and Construct a Public Shooting Range on Shaw Highway to promote Safety and Provide Gun Safety Instruction as well as a Safe Range for Target Practice And since the State of North Carolina owns over a 105,227 acres of land in the Pender County at a value of over $215 Million Dollars And Since Pender County loses $1.585MM annually in Tax Revenue because the State does Not pay Property Taxes on the 105,227 acres it owns in Pender County. This is NOT an Unprecedented Request as the State has granted Similar Requests Previously to other NC Counties or Municipalities And since the State of North Carolina owns over a 48,470 acres of land in ONE Tract in the Holly Shelter Game Lands at a value of over $85 Million Dollars And Since Pender County is only Requesting to Acquire 200 Acres, Which is LESS than ½ a Percent of the 48,470 State Owned Acres in the Holly Shelter Game Lands Then, the State of North Carolina, as well as the NC Wildlife Resource Commission, should see Pender County's Request as Reasonable and Well Founded and thus Honor and Grant this Request for Property to Support the Infrastructure (drinking water) Needed to Meet the RISING Population Growth Demand. He wanted to make sure the public was aware and the media has been notified as well.

6 PUBLIC COMMENT

John Westbrook, 410 Freemont Street, spoke to the board about planting a memorial tree at the courthouse square. He gave a lay out of where and what kind of tree.

Tommy Batson, EM Director, gave a brief update on Hurricane Ian. He stated that staff begin meeting a week ahead of landfall. Landfall was at Georgetown, SC as a Cat 1 storm with 85 mph winds. Surf City and Topsail had sound side flooding. Flooding in Hampstead along the sound was 2 feet under Florence. Max power outages were approximately 1350. EOC was open for 18 hours.

7 CONSENT AGENDA

7.1 Approval of Tax Releases and Refunds

7.2 Approval to carryover purchase orders from FY22 to FY23

7.3 Approval of the Board of Commissioner Meeting Minutes September 19, 2022

7.4 Approval of Budget Ordinance Amendment Assigning Revenue Received from SEDC Grant of $10,000 for US 421 Sewer Project Fund 86

7.5 Budget Ordinance Amendment - Holly Shelter Shooting Range for NRA Foundation Award

7.6 Request Approval for Demolition of Dental/COVID Trailer and Purchase Order to Robert Palmer & Son's in the amount of $10,900.

7.7 Motion to adopt Consent agenda

Moved by George Brown, seconded by David Piepmeyer

Motion approved

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 2286-65-9062-0000 Country Court Apartments US Hwy 421

Meg Blue, Finance Director, stated to the board to please consider attached documentation of bid for surplus property - parcel number 2286-65-9062-0000 Country Court Apartments on US Hwy 421. Note that because this property was authorized for public auction previously and auctioned on GovDeals, no upset bid period is required. It is recommended that the $655,000 bid from Preston Harrell of Currie for this parcel be accepted by the County and authorize County Manager's Office to begin closing process. The attached letter indicates the details of the bid for this property. The tax value for this property is listed at $393,140. The County acquired through charitable contribution in 1982. She confirmed the property would be sold as is.

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion to approve

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

CARRIED.

8.2 Approval of Surplus Property Advertisement for Auction - 2907 Englishtown Road, Willard

Meg Blue, Finance Director, requested the board consider attached documentation requesting authorization to advertise auction of surplus property located at 2907 Englishtown Road in Willard. Parcel ID number 2373-58-7162-0000. Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval. For your consideration is a proposed sale of parcel number 2373-58-7162-0000 located at 2907 Englishtown rd. in Willard that we acquired on 03/24/2016 thru tax foreclosure proceedings. The parcel consists of a house in poor condition on a wooded lot on 0.46 of an acre. The estimated tax value of the land is $53,421.00 in GIS. I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties. Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Moved by Jimmy Tate, seconded by George Brown

Motion to approve

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

	5	0	0	0

CARRIED.

8.3 Approval of Capital Project Ordinance and Budget Ordinance Amendment for LCFWASA Parallel Raw Water Main to PCU Water Plant

Kenny Keel, Utilities Director, stated LowerCapeFearWaterandSewerAuthority(LCFWASA)istheentitythatprovidesraw water from the Cape Fear River to the Pender County Surface Water Plant (as well as Brunswick County's plant, CFPUA's plant, and two industries on US 421).Theyrecently completed a 54" parallel pipeline from the source at Lock & Dam # 1 in Riegelwood to the raw water ground storage tank at the Brunswick County water plant for additional capacity as well as redundancy.A single 48" raw water pipe runs from thatlocationacrosstheCapeFearRivertothePenderCountySurfaceWaterPlant,the industries on 421, and to CFPUA.This pipeline had a major break in late 2021 which jeopardized the watersupplyof Pender andNew Hanover Counties.LCFWASAand its partners then began discussing a project to parallel the 48" pipeline from Brunswick to CFPUA. LCFWASA received a $23.5 million special appropriation towards this project from the NC General Assembly. Attached are graphics depicting three construction options to spend these funds. The utility directors came together, and Option #3 is our minimum recommended investment. It covers the high-risk areas and uses all $23.5 million in special appropriations. Option #2 would require an additional $11.7 million in funding. This would have to come from CFPUA, Pender County and the two industrial users along highway 421, who directly benefit from this parallel line (in keeping with past precedent). Option #2 has the advantage of providing Pender County with fullredundancy and demonstrating to the NCGA that the local communities “have someskin in the game” in terms of partial funding of the final project. Pender County and CFPUAhaveaplannedwatersysteminterconnectiononHighway421thatwilloccurin the new few years, so this redundancy also benefits CFPUA. CFPUA Executive Director Kenny Waldroup and I have been discussing possible funding structures. We have come up with a two-tiered approach. We are recommendingdividingthecostusingrawwaterallocations. Rightnow,Penderhasa6 MGD allocation but in the future that will grow to 11 MGD, so we are recommending an initial division upon current system allocations and a later charge some period of time afterwards… say 5-years after Pender acquires the 5 MGD currently held in trust for Pender by Brunswick County (acceptance deadline is 7/1/28). We are designing the lower section to deliver the full future 61 MGD river allocation for all downstream partners. Using that logic, the tables below provide the full cost breakdown.

Agency	InitialFunding StructureMGD	InitialFunding Structure(%)	CostShare (Million)

CFPUA	38	0.83	9.67
PenderCounty	**6**	**0.13**	**1.53**
421 Industries	2	0.04	0.51
Total	46		11.7

Agency	FinalFunding StructureMGD	FinalFunding Structure(%)	CostShare (Million)
CFPUA	48	0.79	9.21
PenderCounty	**11**	**0.18**	**2.11**
421 Industries	2	0.03	0.38
Total	61		11.7

Underthetwo-tieredapproach,PenderCounty'sinitialcostswouldbe$1.53millionand five years after Pender County purchases their additional capacity from Brunswick County,they wouldprovide a similar reimbursement to CFPUA (thedifference between $1.53millionand$2.11Million,or$580,000).CFPUAwouldinitiallyfund$9.67million of the project. If Pender County agrees with this concept, CFPUA will start drafting an Interlocal Agreement and their ED will bring a funding request to the CFPUA Board in October.

NextyearLCFWASA&itspartnerswillapproachtheNCGeneralAssemblydelegation to fund the final segment of this parallel line project, which is estimated to cost approximately $21 million, which will parallel the pipeline all the way to CFPUA. That request will be much easier to make if we demonstrate the local funding as described above.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion to approve

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

CARRIED.

8.4 Resolution Requesting Safety Feasibility Study from NCDOT on the NC 210 Corridor Between Hampstead and Rocky Point 13 - 14

Commissioner Piepmeyer stated that the The North Carolina Highway 210 Corridor between Hampstead and Rocky Point is already one of the most important corridors in Pender County. With projected population growth, a future interchange with the Hampstead Bypass, and future County infrastructure projects in the area including schools, this importance will only increase. Yet, the corridor remains a narrow, two-lane road with little to no shoulders. As such, Pender County proposes the attached resolution requesting a safety study of the corridor from NCDOT that will identify solutions to increase the safety and reliability of the corridor in the future.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion to approve Resolution for a safety feasibility study request.

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

CARRIED.

NC 210 Safety Resolution

9 DISCUSSION

9.1 Eastern Pender Water Improvements Project Cost Updates & Comparisons

Kenny Keel, Director of Utilities, Presented to the board three conceptual capital cost estimates are provided as a guide to the costs to provide drinking water for the growth of eastern Pender County. As in the 2019 report, the estimates provide a near-term (i.e., immediate need) cost as well as a long-term (future 2040 project) cost for three alternatives: **Alt 1**: Expand the existing surface water plant at US 421, install parallel piping where needed, and use this source for all future county water needs. This option includes a near-term expansion to 6 mgd, parallel pipes along Montague Road, NC 210, and US 17 to the new Scotts Hill elevated tank,
and new 210 Booster Pump Station (BPS). Long-term improvements needed are a plant expansion to 10 mgd, parallel pipeline on US 421 to Montague and US 17 to the Hampstead

tank, additional elevated tank at Rocky Point, and larger 210 BPS pumps. **Alt 2**: Build a new Reverse Osmosis (RO) water plant in central Hampstead area and some pipeline improvements. This option includes a near-term 3 MGD RO plant construction, parallel pipelines on NC 210 between Little Kelly Rd & US 117, along US 17 to the new Scotts Hill elevated tank, and a new concentrate discharge pipe to the discharge point. Long-term improvements include expansion of the RO plant to 5 mgd, expansion of the surface water plant to 6 mgd, parallel pipeline on Montague Rd and Little Kelly Rd to NC 210, and an additional elevated tank at Rocky Point. **Alt 2b**: This alternative is mostly identical to Alt 2, except with an RO plant location at the DBL property on NC 210. This would represent the northwesternmost potential location of an RO plant to remain economically feasible. This option includes a near-term 3 MGD RO plant construction, parallel pipelines on NC 210 between Little Kelly Rd & US 117, along US 17 to the new Scotts Hill elevated tank, new pipeline from the plant to US 17, repurposing the existing 12" water line from the plant to US 17 as our concentrate discharge pipe, and a new concentrate discharge pipe to the discharge point. o Long-term improvements include expansion of the RO plant to 5 mgd, expansion of the surface water plant to 6 mgd, parallel pipeline on Montague Rd and Little Kelly Rd to NC 210, and an additional elevated tank at Rocky Point. The cost of 2b (DBL site) is the most expensive near-term option, but less expensive than Alt 1 (421 plant) in the long-term, primarily due to the cost of expansion of the surface water plant to 10 mgd and parallel 421 pipeline. Also, there are current unknowns regarding potential increased regulations over our surface water supply at the 421 plant which could increase its cost of expansion (and current operation). Without question, our best alternative is Alt 2 (RO plant in central Hampstead), as long as we can secure a plant site within somewhat close proximity to US 17 and the intracoastal waterway. Depending on the site we ultimately utilize, the cost of the RO plant option will likely be somewhere between Alt 2 and 2b. The estimates provided are our best effort at this time with our current knowledge. Once a site is secured and actual design begins, we will be better able to determine the ultimate cost of the project.

10 APPOINTMENTS

10.1 Approval of Re-appointment to the Pender County Advisory Board of Health

Moved by George Brown, seconded by David Piepmeyer

Motion approved

	For	Against	Abstained	Absent
George Brown	x			

Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
Jimmy Tate	x			
	5	0	0	0

CARRIED.

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

17 SOCIAL SERVICES BOARD

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

David Andrews, County Manager, promoted EM and staff on job well done during storm and advised people to read the Pender County Event newsletter.

Allen Vann, Assistant County Manager, Thanked all employees for hurricane Ian coverage. He told the board that the warranty painting performed at the courthouse Friday Oct 7th through Sunday Oct 16th.

Commissioner Piepmeyer, stated he has been invited to a dinner NC Board of Transportation. He made a request to David Andrews for an update on the plans for Pender Memorial Hospital by the October 17th meeting. Requesting to know who will be responsible for managing the project, the scope of the project, a timeline, RFQ for actual bids and suggest to the board having public meetings to open it up to citizens for public input how citizens feel about their current healthcare in Pender County and what they would like to see and what their expectations are their desire. Commissioner Newton stated she had an earlier conversation with State Treasurer Dale Folwell and thanked Commissioner Piepmeyer for bringing that information up.

19 CLOSED SESSION (IF APPLICABLE).

19.1 5:31 pm Commissioner Brown made a motion to go into closed session for Items 1 to prevent the disclosure of information that is confidential pursuant to the state law, specifically GS 131E-97.3 and Item 3 Attorney Client Hospital Discussion.

Moved by George Brown, seconded by Jacqueline A. Newton

Motion Approved

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

CARRIED.

20 ADJOURNMENT

Board of County Commissioners
Archibald "Fred" McCoy- Chairman
Jimmy Tate-Vice Chairman
George R. Brown, Jr.
Jaqueline A. (Jackie) Newton
David A. Piepmeyer

PENDER COUNTY NC

County Manager
David Andrews
County Attorney
Carl W. "Trey" Thurman
Clerk to the Board
Tera C. Cline

Resolution Requesting that the North Carolina Department of Transportation Conduct a Safety Feasibility Study that Once Completed, Will Support the Initiation and Funding of a Future Project to Widen (and Increase the Roadside Shoulder Area) on the Highway 210 Corridor between Hampstead and Rocky Point in Pender County.

WHEREAS, Pender County supports efforts towards a safe and reliable transportation system across the County and the Cape Fear Region; and

WHEREAS, Pender County's rapid growth is being felt in the Hampstead and Rocky Point communities and across the County overall; and

WHEREAS, North Carolina Highway 210 (NC 210) is a vital corridor across the County and is a posted Hurricane Evacuation Route between Hampstead and Rocky Point; and

WHEREAS, NC 210 will have an interchange with the currently under construction Hampstead Bypass (NC 417) in the near future, further exacerbating existing traffic volumes; and

WHEREAS, NC 210 plays a major role in the safe evacuation of Pender County citizens and visitors in advance of incoming storms and tropical systems and in recovery efforts following natural disasters; and

WHEREAS, Pender County owns property along the corridor and anticipates constructing vital infrastructure along it, including schools, to respond to current and future population growth; and

WHEREAS, the current distance between the roadside edge and the ditch on each side of the roadway along the corridor does not enable a vehicle to pull safely and completely off the road either because it is mechanically disabled, involved in an accident, or being stopped by law enforcement.

NOW THEREFORE, be it resolved that the Pender County Board of Commissioners requests the completion of a safety study by the North Carolina Department of Transportation to examine methods and actions that could be taken to increase the safety of the NC 210 corridor between Hampstead and Rocky Point, including shoulder widening, sight line improvements, and any other method that may be appropriate to ensure that the corridor is safe and reliable for all travelers.

Adopted this the 3rd Day of October, 2022

Fred McCoy

Fred McCoy, Chairman
Pender County Board of Commissioners

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

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

Board of County Commissioners
Archibald "Fred" McCoy- Chairman
Jimmy Tate-Vice Chairman
George R. Brown, Jr.
Jaqueline A. (Jackie) Newton
David A. Piepmeyer

PENDER COUNTY NC

County Manager
David Andrews
County Attorney
Carl W. "Trey" Thurman
Clerk to the Board
Tera C. Cline

ATTEST:

Tera Cline

Tera Cline
Clerk to the Board

Pender County
Request for $1,132,000.00 for Modular units for Surf City Schools for next school year

TO:	Board of County Commissioners
FROM:	Schools
DATE:	October 17, 2022
SUBJECT:	Request for $1,132,000.00 for Modular units for Surf City Schools for next school year

SUMMARY:
Currently, mobile units are currently 8 to 10 months out from order date. Additional consideration for many of the east side schools is that based on current BUA calculations, no more mobile units can be added to Topsail High school campus without using current impervious surfaces such as the parking lots. This scenario does include us moving now to order quad mobile units for Surf City Elementary and Surf City Middle to have them ready for opening next school year. Without the additional quads, there will be no additional classrooms available at Surf City Elementary next school year, if we maintain the current student enrollment growth. Surf City Elementary is currently over capacity based on the enrollment data and Surf City Middle is less than 50 students from being over capacity. As of today, only Surf City Middle is not at or above capacity on the east side of our county.

To help deal with overcapacity at SCES/MS Operations has gathered initial quotes. Same quad as at Topsail Elementary School was $260K now $487K - building only. Trying to triage the budget to filter money toward the cost of two mobile units ($487K x 2 = $974K). This does not include decking and utilities. Total cost estimate added: $566K per mobile unit set up ($556K x 2 = $1,132,000)."

PCS is requesting support of $1,132,000 in funding to add modular units to the Surf City Schools. Today's numbers show Surf City Elementary at 823 students with a building capacity of 745 and Surf City Middle at 708 with a building capacity of 750 students. There is an urgent need to begin NOW the process of procuring modular units for next school year.

MODULAR TECHNOLOGIES, INC.

NATIONWIDE
1-800-832-4668

CUSTOM MODULAR BUILDINGS/MOBILE OFFICES
P.O. BOX 6026 • KINSTON, NC 28501

PHONE: (252) 522-5770
FAX: (252) 522-9475

28 Sep 2022

PROPOSAL
(2) 60'x 76' NC Classroom Facilities To Be Located At Surf City Elementary and Surf City Middle
(per specifications and drawing)

PURCHASE PRICE: **$967,500.00** **NC SALES TAX NOT APPLICABLE**

PRICE INCLUDES: X

SETUP (Block, level, tie & trim)	**X**	**SUREWALL:**	**X**
SKIRTING: (hi-ribbed metal)	**X**	**DECK W/STEPS**	**X (see below)**
FREIGHT:	**X**	**DECK W/RAMP**	**X (see below)**
POURED CONCRETE FOOTERS:	**X**	**ELECTRICAL**	
VAPOR BARRIER:	**X**	**PLUMBING:**	
SINGLE DRY BLOCK:	**X**	**ENG.DRAWING:**	**X**

MISC: Aluminum decking figured with (1) 10'x8' deck w/steps and (1) 10'x8' deck w/steps and ADA handicap ramp on both buildings. Floor height based on 36" for ADA handicap ramp.

NOT INCLUDED IN ABOVE PRICE:
1) **Building permits**
2) **Sitework**

Set ups are quoted on grass or dirt (assuming ground is level) and floor level will not exceed 32" in height. Floor levels higher than this may result in an up charge unless otherwise noted.
Job site accessibility is the responsibility of the customer. Any poles, fences or obstructions restricting access should be relocated before equipment arrives. There shall be provided by the customer a firm proper roadway or access to the site by a standard road tractor. The job site should be accessible without hold up or delay. Delay in job access could result in an up charge.
Note: Foundation footers are quoted on dirt or grass assuming no large rocks or other obstacles exist below grade. All buried lines or cables should be verified by Owner prior to footer installation.
Please note if it is not in the specifications, scope of work or proposal it is not included in the above purchase price. Final design may change to meet code compliance.

IN GOD WE TRUST

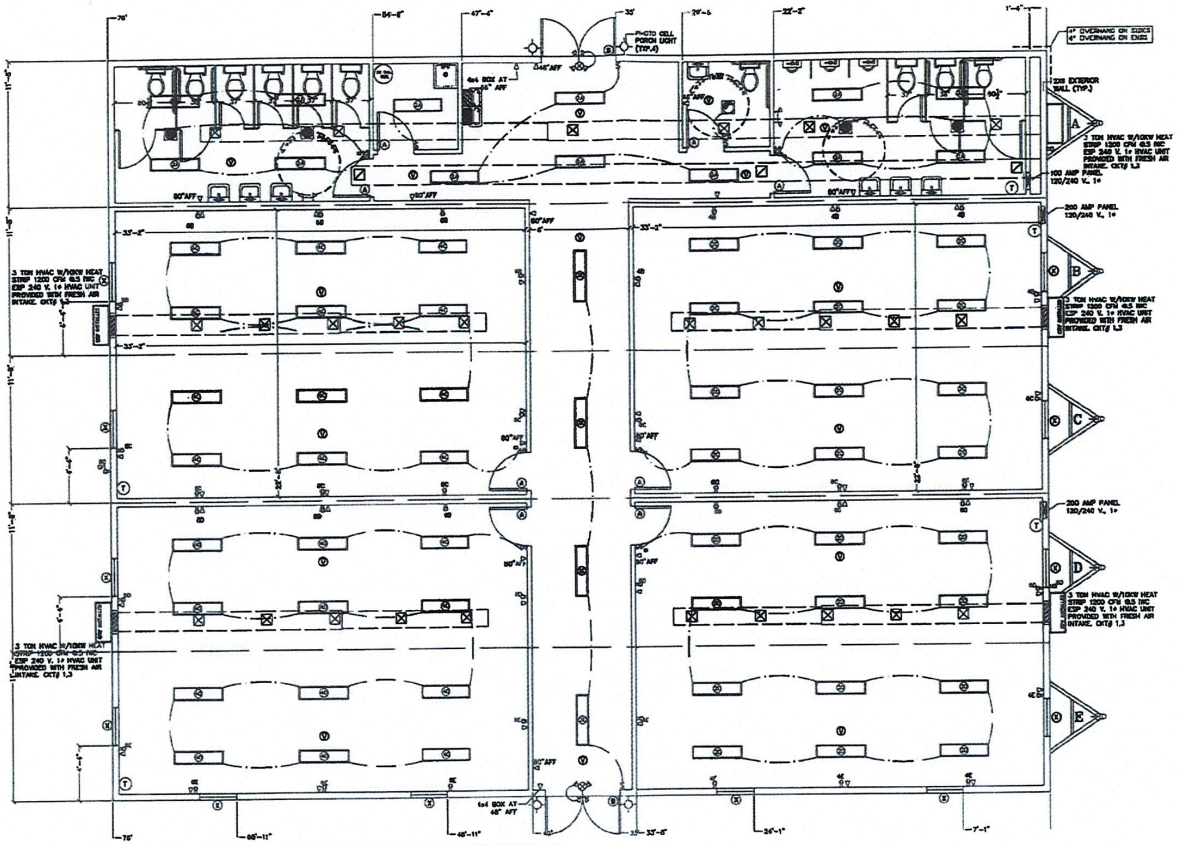
SPECIFICATIONS
60' x 76' NC Classroom Facility

FRAME:	**12" Outrigger frames** **Detachable Hitches**
FLOOR:	**Joist: 2x8 on 16" centers** **Decking: 5/8" Single tongue & grooved plywood decking** **Flooring: 1/8" vinyl block tile throughout** **Corlon commercial vinyl flooring in bath and custodial closet** **4" Vinyl base molding throughout** **Woven nylon impregnated bottom board**
WALLS & PARTITIONS:	**Wall Height: 8'** **2x6 Studs on 16" centers – exterior walls** **2x4 Studs on 16" centers – interior walls** **(8) 36"x80" 20 minute rated imperial oak with steel jambs, and self closing hinges. Doors to classrooms to have 4"x24" view blocks. Schlage brand removable cores for all doors** **Wall covering: 5/8" Type X fire rated vinyl covered gypsum** **Standard molding package**
ROOF:	**Truss: Mansard roof design w/4" overhang (transverse truss)** **Sheathing: 7/16" OSB** **Roof Covering: 45 mil EPDM black rubber roof** **Ceiling: Sprayed popcorn textured design** **Ceiling Height: 8'** **Attic ventilation as required per code** **Hurricane straps** **Tie downs**
EXTERIOR:	**Siding & Trim: 26 gauge hi-ribbed steel** **Mansard: 26 gauge hi-ribbed steel** **Ext. Walls: 2x6** **Sheathing: 7/16" OSB** **Moisture resistant house wrap full perimeter** **Skirting: Hi-ribbed steel with pressure treated wood framing**

EXT DOORS:	**(2) 72"x 80" Commercial steel doors with steel jambs & 4"x24" view block** **Panic hardware: Von Duprin 99 w/ pull trim CD99NL-36-26D** **Closure: LCN Smoothee 4111**
WINDOWS:	**(12) 36"x60" Vertical slide insulated, bronze tinted windows with insect screens** **(12) Vinyl mini blinds**
ELECTRICAL:	**(2) 200 amp single phase load centers** **(1) 100 amp single phase load centers** **240 Surface mount fluorescent light fixtures w/ T-8 bulbs and diffused covers** **(4) Porch lights to be RAD bronze colored WP2LED37** **Emergency lights/exit signs with battery backup as required by code** **Dual exterior remote heads** **Exterior weatherproof recepts as required by code** **12-2 Romex wiring** **Recepts and switches as required by code** **Junction boxes with conduit stubbed into crawl space located as needed for fire alarm, data, etc. (wiring or equipment not included)**
HVAC:	**(5) 3 Ton wall mount Bard HVAC units** **Heat type: 10 KW** **(5) Braeburn 5220 thermostats** **Overhead supply duct** **Exhaust fans in bath as required by code**
INSULATION:	**FLOORS: R-30** **WALLS: R-19** **CEILING: R-49** **PARTITIONS: R-11**

PLUMBING:	**(3) Handicap commode (tank type)**
(RESTROOMS)	**(7) Std elongated toilets (tank type)**
	(3) Urinals with flush valve
	(7) Wall mount lavatories with metering faucets and anti-scald cover for trap and supply piping
	Shut offs at each individual fixture
	(2) Exterior hose bibs (vandal proof)
	(7) Mirrors
	(10) Toilet paper holders
	(1) 20 gallon hot water heater
	Handicap grab bars as required by code
	(1) Fiberglass mop sink w/legs
	(1) Hi/lo ADA accessible water cooler
	Metal modesty partitions
	Supply piping: CPVC
	Waste piping: PVC stub thru floor
SEALS:	**NC**
CODE:	**Educational**

* Based on costs of utility installation at the most recent mobile classroom installation, there will an approximate additional amount of $115,000 for utility connections, fire alarm connections, and data connections.



SYMBOL	DOOR SCHEDULE	TOTAL
A	36"X80" 20 MINUTE FIRE-RATED IMPERIAL OAK	8
B	72"X80" STEEL/STEEL, 4624 VIEW BLOCK	2

SYMBOL	WINDOW SCHEDULE	TOTAL
C	36"X60" VERTICAL SLIDE, INSULATED SMOKE/TINTED	12

	MTI	SALESMAN:	STATE LABEL(S)	SNOW LOAD: 20	DATE: 3/12/2020 1:34 PM	AUTHORIZED SIGNATURE:
		SIZE: 60X76	NC	WIND LOAD: 130	DRAWN BY: MJ	
		OCCUPANCY: EDUCATION		QUOTE#: 9967	SERIAL#:	

ELECTRICAL SITE PLAN
SCALE: 1" = 40'-0"
SURF CITY ELEMENTARY AND MIDDLE SCHOOL
PENDER
LS3P
DEMMA & ASSOCIATES, P.A.
CONSULTING ENGINEERS
ELECTRICAL SITE PLAN
E-011R
ADDITIONAL CLASSROOMS BID



Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	October 17, 2022
SUBJECT:	Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of $105,778.20 for the Lease Purchase of Portable and Mobile Radios.

SUMMARY:

Pender County Public Safety agencies uses two-way radios to communicate on the N.C. Department of Public Safety VIPER system. This allows interoperability between Pender public safety officials and other public safety officials across the State.

This is the second payment of five, in the amount of $105,778.20. These funds were budgeted for in FY 22-23.

The funds for the purchase order and lease payments will be coming from 510-404500.

ACTION REQUESTED:

Approval of Purchase Order to Motorola Solutions, Inc. in the Amount of $105,778.20 for the Lease Purchase of Portable and Mobile Radios.

MOTOROLA SOLUTIONS

11/3/20
Pender County
605 East Fremont Street
Burgaw NC 28425

RE: Municipal Lease # 24978

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24978 are valid for contracts that are executed and returned to Motorola on or before **November 20, 2020**. After **11/20/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address: Pender County
   P.O. Box 1449 Burgaw NC 28425
   E-mail Address: jennifer.coleman@pendersheriff.com
   Attention: Jennifer Coleman
   Phone: 910-259-1514

2. Lessee County Location: Pender County Sheriff's Office

3. Federal Tax I.D. Number: 56-6000329

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: Portable and Mobile Radios FY 20-21

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address: Jennifer Coleman
   605 East Fremont St.
   Burgaw, NC 28425
   P.O. Box 1449
   Phone: 910-259-1514
   Fax: 910-259-1509

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
   P.O. Box 71132
   Chicago IL 60694-1132

Thank you

CLEAN SHORT FORM SIMPLIFIED LEASE rev 7.28.16

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24978

LESSEE:	**LESSOR:**
Pender County 605 East Fremont Street Burgaw NC 28425	Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached heretoand unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion , in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Intentionally omitted.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's

expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 7 day of ~~November~~, December 2020.

LESSEE:
Pender County

By: [signature]
Title: [signature]

LESSOR:
MOTOROLA SOLUTIONS, INC.

By:_____
Title Treasurer

CERTIFICATE OF INCUMBENCY

I, Melissa Long do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of the Pender County, an entity duly organized and existing under the laws of the **State of North Carolina** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number**24978**, between __Pender County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000,attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of Pender County , hereto this 7 day of ~~November~~ December, 2020.

By: [signature]
(Signature of Secretary/Clerk)

PENDER COUNTY COMMISSIONERS

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement [illegible] between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

[signature] - Carl W. Thurman III

Attorney for Pender County NCSB# 17106

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **24978**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24978** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: **11/15/20**
First Payment Due Date: **11/15/21**

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

Pender County (Schedule B)

Compound Period:	Monthly
Nominal Annual Rate:	2.990%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	11/15/2020	$ 484,000.00	1		
2	Lease Payment	11/15/2021	$ 105,778.20	5	Annual	11/15/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	11/15/2020				$484,000.00
1	11/15/2021	$ 105,778.20	$ 14,671.69	$ 91,106.51	$392,893.49
2	11/15/2022	$ 105,778.20	$ 11,909.94	$ 93,868.26	$299,025.23
3	11/15/2023	$ 105,778.20	$ 9,064.47	$ 96,713.73	$202,311.50
4	11/15/2024	$ 105,778.20	$ 6,132.75	$ 99,645.45	$102,666.05
5	11/15/2025	$ 105,778.20	$ 3,112.15	$102,666.05	$ -
Grand Totals		$ 528,891.00	$ 44,891.00	$484,000.00	

INITIAL INSURANCE REQUIREMENT: $484,000.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Sales price excludes tax $590,000.00
Down payment $106,000.00

Lease value $484,000.00

Sales taxes to be paid as invoiced

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24978** to that Equipment Lease Purchase Agreement number **24978** will be maintained by the Pender County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

_____
Name of insurance provider

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone number of local insurance provider

_____
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24978** , Pender County , hereby certifies that following coverage are or will be in full force and effect:

Type	**Amount**	**Effective Date**	**Expiration Date**	**Policy Number**
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 24978 to that Equipment Lease Purchase Agreement number 24978. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24978 and list any deductibles.

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS
RISK MANAGEMENT POOLS
Covering the Counties that Cover our State

LIABILITY AND PROPERTY COVERAGE CERTIFICATE

COVERAGE PROVIDER:
NCACC Liability and Property Pool
323 West Jones St., Suite 500
Raleigh, NC 27603

MEMBER:
Pender County
P.O. Box 5
Burgaw, NC 28425

This certificate is provided by the NCACC Liability and Property Pool and is issued as a matter of information only. This certificate confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend, or alter the coverage afforded by the coverage documents listed herein.

COVERAGES

	Type of Coverage	Coverage Contract #	Effective Date	Expiration Date	Limits
Liability					
X	General Liability – Each Occurrence, No Aggregate applies	LP-PE-070-20	July 1, 2020	July 1, 2021	$2,000,000 occurrence
X	Public Officials Liability, Each Wrongful Act	LP-PE-070-20	July 1, 2020	July 1, 2021	
X	Law Enforcement Liability, Each Occurrence	LP-PE-070-20	July 1, 2020	July 1, 2021	
Cyber Liability					$1,000,000 aggregate Claims Made
Excess Liability					
Automobile Liability					
	All Owned Autos, Each Accident				$2,000,000 occurrence
	Hired Autos, Each Accident				
	Excess Auto Liability for Non-Owned Autos				
Automobile Physical Damage					
	Scheduled Vehicles				Actual Cash Value at the time of the Loss, unless otherwise specified in the Coverage Document; Deductible Applies
	Hired Autos (if coverage is not purchased elsewhere)				
Property – Risks of Direct Physical Loss, Blanket Limit		LP-PE-070-20	July 1, 2020	July 1, 2021	Limit: $91,165,414 / Deductible: $2,500

Additional Information: Evidence of coverage. Certificate holder is loss payee and additional insured with respects to Lease Purchase Agreement 24978.

CERTIFICATE HOLDER:
Motorola Solutions, Inc
1303 E Algonquin Rd
Schaumburg, IL 60196

Cancellation: Should any of the described coverage documents herein be cancelled before the expiration date shown, the NCACC Pools will endeavor to mail written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the NCACC Pools, its agents or representatives, or the issuer of this certificate.

By: Collin Klein, Underwriter for the NCACC — Collin Klein — 12/7/2020

Certificate Mailed/E-Mailed or Faxed to:

Motorola Solutions, Inc
1303 E Algonquin Rd
Schaumburg, IL 60196

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
   This equipment will be used by the Pender County Sheriff's Office for Purposes of radio communicatin.
2. Why is the equipment essential to the operation of **Pender County?**
   Performance of Law Enforcement duties
3. Does the equipment replace existing equipment?
   Yes
   If so, why is the replacement being made?
   Equipment is End of Support and not TDMA compliant
4. Is there a specific cost justification for the new equipment?
   Yes
   If yes, please attach outline of justification.
   Equipment is End of Support and does not meet TDMA compliance
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?
   County General Fund

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24978 Lease Schedule A No. : 24978

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24978. See Schedule A for a detailed Equipment List.

LESSEE:

Pender County

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on November_____, 2020, the following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Pender County (Lessee) and Motorola Solutions, Inc. (Lessor).

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Pender County
Award of Contract & Purchase Order for Healthcare Provider Services for the Jail to Inmate Medical Services in response to RFP #220908-232

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	October 17, 2022
SUBJECT:	Award of Contract & Purchase Order for Healthcare Provider Services for the Jail to Inmate Medical Services in response to RFP #220908-232

SUMMARY:
The Pender County Sheriff's Office along with Finance issued RFP #220908-232 on September 8th, 2022 to solicit proposals for Healthcare Services for the Pender County Jail. This RFP was issued in response to the attached letter of termination from our previous service provider informing us of their intentions to end services effective November 30, 2022.

This item is for Award of Contract & Purchase Order for Healthcare Provider Services for the Jail to Inmate Medical Services in response to RFP #220908-232. Three providers responded, with a total of five proposals (2 providing multiple options). This recommendation is based on multiple factors detailed in the RFP, along with the RFP response and the recommended proposal. The experience of Inmate Medical Services appears to meet the County's requirements for relevant experience to provide Correctional Healthcare. Please see Captain King's summary of the situation provided and recommendation below, along with the group's bid tabulation evaluation.

This service was originally budgeted based on the previous provider's cost and pricing structure from account 510030-404600. It appears at this time that the budget will be sufficient for the new provider's services, based on the changes in pricing structure.

ACTION REQUESTED:
Award of Contract & Purchase Order for Healthcare Provider Services for the Jail to Inmate Medical Services in response to RFP #220908-232

OFFICE OF THE SHERIFF
PENDER COUNTY

Alan W. Cutler, Sheriff

Inmate Medical Services RFP Selection

Summary:

On Thursday August 25, 2022, the current medical provider, SEMCG/Wellpath, met with Jail Administration and Sheriff Cutler and provided a 60 day Notice of Termination of Agreement. Wellpath has reached the difficult business decision stating "we (Wellpath) are no longer able to meet your contractual needs as a client… an official letter notifying you of our intent to terminate this contractual relationship in 60-days on October 28, 2022. (See Attached Letter).

Their team headed by Christopher Mosley (Regional Director of Operations-Wellpath) and Stan Wofford (Senior Vice President of Operations-Wellpath), informed Sheriff Cutler and Capt. King, while considering it a privilege and an honor to serving the Pender County Jail, the provider has reached this difficult decision

On behalf of Sheriff Cutler, Capt. Randolph King, and Retired Capt. Sam Jones, verbally requested an extension to 90 days. The provider has agreed to the extension which would end on November 30, 2022, 11:59PM Eastern Standard Time.

We immediately contacted County Attorney Trey Thurman after the meeting, who then scheduled a meeting with the Interim County Manager Carolyn Moser, the pending New County Manager David Andrews, Finance Director Meg Blue, Sheriff Alan W. Cutler, Retired Jail Administrator Capt. Sam Jones, and current Jail Administrator Capt. Randolph King for the urgent need to prepare an RFP (Request for Proposal). The following events later occurred.

1. On Friday September 9, 2022, the final RFP was sent out via newspaper and County Website.

2. Site tour was scheduled for Wednesday September 14, 2022, and Wednesday September 21, 2022. No tour requests were received for 9/14/22 but 3 site tours were given on 9/21/22 to responding providers.
    a. MEDIKO
    b. Southern HealthPartners
    c. Genesys Health Alliance

3. Provider questions and answer session started 9/21/22 thru 9/22/22 @8am.
4. An addendum to the questions was sent out and extended to 10/03/22 @ 9am.
5. On 10/03/22, RFP evaluation was conducted @ 9:30am by the following committee.
    a. Capt. R. King – Jail Administrator
    b. Sam Jones – Retired Jail Administrator

P.O. BOX 1449 * 605 E. FREMONT ST. BURGAW, NC 28425 | OFFICE (910) 259-1212 | FAX (910) 259-1509

c. Margaret Strickland – 1st Sergeant of Jail Operations
d. Meg Blue – Finance Director
e. Trisha Newton from Purchasing

After careful evaluation, with the Sheriff and county's best interest in mind, the committee recommend IMS – Inmate Medical Services given the following reasons.

1. IMS is a Healthcare Provider not a Management Company.

2. In the proposal the Cost Pool was eliminated which has the potential to keep cost the same or even save money.

3. Capt. R. King reached out to 10 NC local facilities holding current contract with IMS and received 6 positive responses. Burke, Caldwell, Haywood, Stanley, Nash, and Davidson Counties. I have not received responses from the other 4 counties.

4. IMS's proposal was the least expensive of the 4 received.

Captain Randolph King
Pender County Jail Administrator
Office: 910-259-1446
Fax: 910-259-4830
randy.king@pendersheriff.com

Randy King

From: Christopher Mosley <CRMosley@Wellpath.us>
Sent: Monday, August 29, 2022 10:43 AM
To: Randy King
Cc: Stan Wofford; Zela Guirola; Laura Busbin; Cindy Watson; Kip Hallman; Adolfo Cisnero; Alan W. Cutler
Subject: Re: [EXT] Turn Around Letter
Attachments: Pender_Co._Termination_of_Agreement.docx.pdf; PenderTermLetterRequest.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Captain King,

Thank you and Mrs. Jones for meeting with Stan Wofford, Zela Guirola, Laura Busbin, and me regarding our contractual agreement with Pender County Jail on Thursday, August 25, 2022. Wellpath considers it a privilege and honor to have served as your medical partner for jail inmate services over many years. However, Wellpath has reached the difficult business decision that we are no longer able to meet your contractual needs as a client; and thus, we met with you and provided an official letter notifying you of our intent to terminate this contractual relationship in 60-days on October 28, 2022. (See Attached Letter).

During this cordial and congenial meeting, you requested an opportunity to request an extension to allow you time to put an alternative plan in place to cover medical services at the jail. This is perfectly understandable, and we will do anything we can to help you through this process. We are in receipt of your attached letter and have taken time to review and discuss your request for an extension. Here's our official reply from Stan Wofford and me:

"Wellpath is willing to extend the current contract for a period of 90-days instead of 60-days ending November 30, 2022, at 11:59PM Eastern Standard Time. During this period, Wellpath will agree to provide staffing to cover the jail as follows:

1. Monday through Friday for a minimum of 40 hours a week to provide essential services.
2. We will continue to pay for off hours call coverage at the facility.
3. On Saturday and Sunday, Wellpath will agree to provide a minimum of 8 hours each day. This means that the staffing matrix will be a minimum of 56 hours a week.
4. Should the need exist, and staff is available, both parties must agree to expand hours beyond this minimum threshold during this 90 day extension through November 30, 2022, at 11:59PM Eastern Standard Time.

As I mentioned at the meeting last week, this staffing matrix is consistent with comparable size facilities, and one that we are reasonably confident we can achieve.

If you agree to this extension and the terms associated with it, we will draw it up with no other changes in the contractual renewal and immediately provide it to you for signature.

We can discuss this further in our meeting on Tuesday at 11am ET but want to send it to give you time to review and process it in advance of the meeting too.

Thank you.

Chris

REQUEST FOR PROPOSALS

Healthcare Services for the Pender County Jail

Issued: September 8, 2022
Questions Due: September 21, 2022, by 5pm EST
Sealed Proposals Due: September 28, 2022, by 5pm EST

RFP # 220908-232

Issued by:
Trisha Newton, Purchasing Manager
805 S. Walker St., PO Box 1578
Burgaw, NC 28425
purchasing@pendercountync.gov

Issued for:
Pender County Sheriff's Office, Jail Division
104 N. Walker St., Burgaw, NC 28425

TIMELINE

RFP Issued	September 8, 2022
Optional Facility Tour – Sign up at https://www.signupgenius.com/go/508094EA8A72FA7F85-tour	September 14 & September 21, 2022
Questions due in writing to purchasing@pendercountync.gov	September 21, 2022 by 5pm
Answers published via Addendum	September 22, 2022
Sealed Proposals Due 805 S. Walker St. or PO Box 1578 Burgaw, NC 28425	September 28, 2022 by 5pm
Contract Award Recommended to BOC	October 17, 2022
Transition Coordination	October 18 – November 30, 2022
Services Start Date	On or Before December 1, 2022

INTRODUCTION

Pender County, NC is requesting proposals for healthcare services by a North Carolina licensed Provider experienced with jail healthcare services. Services will need to be provided to accommodate the 92 bed jail with an average daily population of 67. Coverage will be required for 16 hours per day on the weekdays and 12 hours per day on the weekends.

Services with the new Provider must start on or before December 1, 2022. The newly contracted Provider shall work in conjunction with our current provider to prepare for the transition, working approximately 1-2 days together in advance of start date.

A medical room will be provided for use by the Provider. Proposing Providers have the option to tour the medical room in the jail. Schedule an appointment online at https://www.signupgenius.com/go/508094EA8A72FA7F85-tour. Appointments are available between 9am and 4pm on both September 14 and September 21, 2022.

The County will provide all necessary utilities, including power, water/sewer, phone and internet access. The Provider purchases all necessary clinical supplies and submits invoices to the County for reimbursement with each monthly billing. Standard items do not require preauthorization, but unusual or large purchases require prior authorization for purchase from Jail Administration.

Current healthcare staff are interested in pursuing employment with Provider contracted as a result of this RFP.

SCOPE OF SERVICES

The Provider shall be responsible for providing inmate healthcare services which meet or exceed all local, state and federal standards and requirements to include, but not be limited to the North Carolina Jail Standards, the North Carolina Board of Nursing, the North Carolina Medical Board, the American Correction Association (ACA) Standards and Expectations, and all applicable community standards of care.

Services will be provided 16 hours per day on the weekdays and 12 hours per day on the weekends week with full staffing by licensed, certified, and professionally trained personnel. The following minimum staffing specifications are requested:

- Services 16 hours per day, M-F (currently 6am-10pm utilizing two shifts)
- Services 12 hours per day Sat & Sun (currently 6am-6pm)
- Medical Provider once per week for 3-4 hours
- Managing RN 40 hours per week, M-F
- On-Call 24/7

At a minimum, the Provider will provide the following:

- Medical Assessments
- Mandated and routine medical care for inmates
- Provide diagnosis or referrals to health facilities for those inmates requiring dental or more extensive treatment;
- Management of inmates with chronic illnesses or known communicable diseases or conditions
- Administration, dispensing, control, security and storage of prescription and nonprescription medications
- Address and prioritize medical emergencies
- Laboratory services as needed for inmates
- Disposal of medical waste (sharps etc.)
- Maintenance and confidentiality of medical records
- Reporting as required and additionally as requested
- Ensure privacy during medical examinations and HIPAA compliance
- Meet with Jail Administration no less than quarterly to discuss operations and concerns
- Submit a detailed invoice to the County monthly

It is preferred, but not required, that the Provider arrange for the provision of 26 Psychiatry clinics per year, conducted on a biweekly basis. (This can be telepsychiatry.) This contract will not include psychological services.

Provider shall identify the need, schedule, administer, and coordinate all non-emergency and emergency medical care rendered to inmates. Services must continue during inclement weather, prioritizing necessary care in the best interest of the wellbeing of inmates. The County will provide an opportunity for staff to stay onsite for safety reasons during inclement weather.

Policies and Procedures of the awarded Provider relating to medical care are generally established and implemented solely by the Provider consistent with applicable Pender County policies and the Jail Medical Plan. Policies and Procedures are subject to review and approval by the Pender County Jail Administration.

Services are required to start on or before December 1, 2022. The selected Provider must coordinate the transition with the current Provider and work on site for 1-2 days with the current Provider.

REQUIRMENTS

1. The Provider must be organized and existing for the primary purpose of providing correctional healthcare services, and must currently have active similar contracts.

2. A list of prior and current contracts shall be provided.

3. The Provider must demonstrate its ability to provide a health care system specifically for a facility like the Pender County Jail. It must be able to demonstrate the ability and resources to take over services on or before December 1, 2022.

4. Provider should have a proven system of recruiting staff and adequate support staff capable of competently supervising and monitoring its operation. ***Current healthcare staff are interested in pursuing employment with Provider contracted as a result of this RFP.***

5. The Provider must provide a minimum of three (3) client references to include: entity name, contact name, telephone number, email address, date and term of the contract and brief description of the services provided.

6. The Provider must have prior to the start of the contract and maintain for the duration of the contract Workman's Comp Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is subcontracted, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

7. Provider must have prior to the start of the contract and maintain for the duration of the contract Medical Malpractice and/or Professional Liability Insurance of at least $3,000,000 per occurrence/$5,000,000 aggregate if insuring all medical staff in a single policy. This insurance requirement will also be satisfied if the Medical Provider insures staff separately, and the coverage is at least $1,000,000 per occurrence/$3,000,000 aggregate. If any work is subcontracted, the Contractor or

vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

8. In the event the Provider cannot fulfill the contractual obligations, no less than 60 days written notice must be provided in writing to Pender County Jail Administration.

SUBMISSION OF PROPOSALS

Proposals must contain:

1. A letter outlining how the proposing firm meets all the requirements outlined in the Requirements section above

2. A minimum of three (3) client references to include: entity name, contact name, telephone number, email address, date and term of the contract and brief description of services provided to those references

3. Detailed description of the services provided, specifying if Psychiatry is available/included

4. A proposed detailed schedule of services and staff

5. Pricing of services and detail cost pool structure if applicable

6. List of equipment that will be needed to be provided by the County for use in medical services

7. Proof of General Liability, Worker's Comp and Medical Malpractice Insurance

8. Proposal Form as attached

9. Non-Collusion Affidavit

10. A Sample Contract

Should you require to take exception to any part of the scope or requirements specified in the RFP, you must include a letter stating any exceptions along with a through explanation. All exceptions will be taken into consideration when evaluating and scoring proposals.

Any questions on this RFP or the services to be provided must be submitted in writing via email to purchasing@pendercountync.gov no later than September 21, 2022 by 5pm. Answers will be provided in the form of an Addendum on September 22, 2022.

Sealed proposals should be clearly labeled on the outside of the envelope/package "Healthcare Services for the Pender County Jail, RFP # 220908-232" and must be delivered by mail/courier to PO Box 1578, 805 S. Walker Street, Burgaw, NC 28425 no later than to 5pm on September 28, 2022. No late proposals will be accepted.

Any changes or additions to this RFP will be issued in writing through an Addendum and posted on the Pender County website. It is the sole responsibility of the Provider to ensure that all addenda are received.

EVALUATION CRITERIA

Proposal will be reviewed by a committee of at least 4 County staff.

Completeness of Proposal	15 %
Experience with Similar Contracts	35 %
Cost and Price Structure	15 %
References	35 %

Pender County reserves the right to reject any or all proposals and to waive minor defects as deemed appropriate by the County.

TERMS AND CONDITIONS

NON-COLLUSION AFFIDAVIT

Each proposal must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

CONFLICT OF INTEREST

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or.an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

PROPRIETARY INFORMATION

All Statements of Qualifications received are considered public record and available for public inspection as required by General Statutes 132 - 1.2. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.** This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

MINORITY BUSINESSES Pender County encourages all businesses, including HUB, DBE, minority, and women-owned businesses to respond to all Request for Proposals.

AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of Pender County.

Award shall be made to the responsible firm whose proposal of services are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP.

The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFP.

CONTRACT DOCUMENT

The successful firm will be required to enter into a contract with Pender County. A sample contract shall be provided by the firm at the time of submission of the Proposal.

SUBCONSULTANTS

The successful firm shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the County of Pender.

It shall be the successful firms' responsibility to ensure that all terms of the primary contract with Pender County are incorporated into all subcontracts.

INSURANCE

The selected firm shall purchase and maintain in force, at its own expense, such insurance as will protect the firm and the County, to include general liability insurance coverage, professional liability/E&O, medical malpractice, automobile and worker's comp (as applicable), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above.

Terms and Limits should be reasonably associated with the contract.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming Pender County as an additional insured within 10 days of notice of contract award.. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Pender County Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to subcontract any part of the work to be completed under this contract.

INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

VENUE FOR LEGAL ACTIONS

By responding to this RFP, all parties agree to be governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this RFP process or resulting contract shall be brought in Pender County, North Carolina.

AVAILABILITY OF FUNDS

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources. The County reserves the right to terminate the contract with 60 days written notice.

PROPOSAL FORM – Pender County RFP # 220908-232

To the County of Pender, North Carolina:

I have carefully examined the Request for Proposal and any other documents, to include addenda, accompanying or make a part of this Request for Proposal to perform the necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Healthcare Provider as its act and deed and that the Healthcare Provider is ready, willing and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the Provider to ensure that all addenda have been received.

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Company Name: _____

Address: _____

City/State/Zip:_____

Phone/Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the Proposal.

The firm submitting a Proposal, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME:_____

BIDDER/RESPONDING REPRESENTATIVE:_____
Print

_____ _____
Sign Date

NOTARY-

_____State _____ County

I, _____, a Notary Public for said County and State,

do hereby certify that _____ personally appeared

before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____ of 20____.

(Official Seal)

Notary Public Commission expires _____, __20_____.

Evaluation of Proposals in response to RFP # 220908-232,
Healthcare Services for the Pender County Jail

Category	*Points*	1-Morse	2-Mediko Option 1	2-Mediko Option 2	3-ACH Option 1	3-ACH Option 2	4-IMS
Completeness of Proposal - 15pts	**>Detailed Schedule of Services & Staff Pricing of Services >Detail of Cost Pool if applicable >List of equipment County must provide >Proof of Insurance >Sample Contracts >Meets our Minimums >Noted Exceptions**	15	15	15	15	15	14
Experience with Similar Contracts - 35 pts	**>Do they service other NC Jails >Do they have experience with our size >Have they worked with our type specs (incl 24/7 on call) >Healthcare provider vs. Management Company?**	20	25	25	25	25	35
Cost and Price Structure - 15 pts	**>Cost Pool Included? >Management Fee and pass-through/mark up? >How well are they paying their staff?**	12	5	3	1	7	15
References - 35pts	**>Contact 3 vendors for reference and/or letters of reference**	30	30	30	30	30	35
	Totals	**77**	**75**	**73**	**71**	**77**	**99**
	Ranking	**2**	**3**	**4**	**5**	**2**	**1**

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	October 17, 2022
SUBJECT:	Request for Approval of a Purchase Order to Capital Chevrolet of Wake Forest for the Purchase of Two New Pickup Trucks

SUMMARY:
Staff have solicited various quotes for pickup trucks to be used by County Building Inspectors utilizing permit fee revenue, which is required by state statute to be utilized for the operation of the local inspections department and for enforcement of the various NC building codes. This has been a challenging process as supply chain issues and vehicle shortages have made it difficult to find trucks that meet the needs of Inspections staff. Having purchased two vehicles previously, Staff have continued to search for the other two vehicles of the four budgeted for purchase this fiscal year. Having found two vehicles that meet our specifications and that will be available within the next few months, staff is requesting approval of a purchase order in the amount of $85,480.20 to Capital Chevrolet of Wake Forest for the purchase of two Chevrolet Silverado 3500s. These trucks were budgeted for Inspections in the current fiscal year. The applicable budget line is 650-407403.

These trucks are proposed to be purchased on state contract - while doing so does not require additional quotes, Staff have inquired with numerous dealers for quotes on the same or similar vehicles. Responses were only obtained from some of those dealers, and Staff were unable to obtain a better price nor availability than that offered by Capital Chevrolet of Wake Forest.

ACTION REQUESTED:
Approval of Purchase Order in the amount of $85,480.20 to Capital Chevrolet of Wake Forest.

ATTACHMENTS:
1. Capital Chevrolet Quote

Capital Chevrolet Inc.

Government Sales Division

From Rod Mitchell Government Account Manager
Phone/Fax Office 919-573-8530
E-Mail rmitchell@capitalchevroletnc.com

September 14 2022

NC State Contract 070A

	MSRP	Less 6% Discount
2023 Chevrolet Silverado 3500 Crew Cab 172" WT 4WD CK30943		$ 38,308.00
JL1 Trailer Brake controller	$ 275.00	$ 258.50
PQA Safty Package	$ 1,090.00	$ 1,024.60
ZLQ WT convenience Package	$ 760.00	$ 714.40
C49 Rear window Defogger	$ 225.00	$ 211.50
CGN Spray-on bed liner	$ 545.00	$ 512.30
DWI Mirrors tow power heated	$ 720.00	$ 676.80
K14 120V power outlet	$ 225.00	$ 211.50
NQH Two speed active electronicauto trac transfer case	$ 200.00	$ 188.00
PYV 18" machined aluminum with silver painted accents	$ 350.00	$ 329.00
Z71 off-road package	$ 325.00	$ 305.50

Colors available: 2 White

TOTAL PRICE $ 42,740.10

Grand Total for 2 **$ 85,480.20**

Remit to:
rmitchell@capitalchevroletnc.com
Capital Chevrolet of Wake Forest
9820 Capital Blvd
Wake Forest, NC 27587

Pender County
Approval of Road Additions

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	
SUBJECT:	Approval of Road Additions Petition for NC DOT

SUMMARY:
NCDOT submitted a petition on behalf of Chris Spell, President of HOA to add an road addition to Bronze Drive, Beltsville Court, Poults Place, Slate Lane, Strut Way and Tom's Creek Rd in the The Knolls at Turkey Creek Subdivision, Rocky Point to the Division of Highways. Length of the following are below...
Bronze Dr. is 2672.32' Feet 47 lots
Beltsville Court 216.20' Feet 7 Lots
Poults Place 261.76' Feet 10 Lots
Slate Lane 702.89' Feet 15 Lots
Strut Way 495.34' Feet 7 Lots
Tom's Creek Road 1765.21' Feet 31 Lots
Number of occupied homes having street frontage is 117 lots , it is located south of the intersection of SR 1437 and SR 1459.

ACTION REQUESTED:
Approval of Petition for Road Additions

0628-P

RECEIVED
02 SEP 2022
DIV 3
District 1
NC Dept. of Transportation

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: PENDER Road Name: BRONZE DR. / BELTSVILLE CT. / POULTS PL. / SLATE LN. / STRUT WAY & the remaining portion of TOM'S CREEK. **Note: CLUTCH DR. is Private**

(Please list additional street names and lengths on the back of this form.)

Subdivision Name: THE KNOLLS @TURKEY CREEK Length (miles): _____

Number of occupied homes having street frontage: _____ Located (miles): _____

miles N ☒ S ☐ E ☐ W ☐ (Check one) of the intersection of Route SR1437 (SR, NC, US) and Route SR1459 (SR, NC, US).

We, the undersigned, being property owners and/or developers of THE KNOLLS @ TURKEY CREEK SEC. 2 - PH 1 - 5 in PENDER County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: CHRIS SPELL : PRESIDENT OF HOA Phone Number: 910-471-2438

Street Address: 566 TOM'S CREEK RD. ROCKY POINT, NC 28457

Mailing Address: 566 TOM'S CREEK RD. ROCKY POINT, NC 28457

PROPERTY OWNERS

Name	Mailing Address	Telephone
Christopher S. Spell	566 Toms Creek Rd Rocky Point NC 28457	910-471-2438

Form SR-1 (3/2006; Rev 1/2010)

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-or-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

ROAD NAME	HOMES	LENGTH	ROAD NAME	HOMES	LENGTH
BRONZE DR.	47 LOTS	2,672.32'			
BELTSVILLE CT.	7 LOTS	216.20'			
POULTS PL	10 LOTS	261.76'			
SLATE LN	15 LOTS	702.89'			
STRUT WAY	7 LOTS	495.34'			
TOM'S CREEK RD	31 LOTS	1,765.21'			
TOTAL:	117 LOTS				

Form SR-1 (3/2006; Rev 1/2010)

Pender County
Pender Memorial Hospital / Health Care Provider Update

TO:	Board of County Commissioners
FROM:	David Andrews
DATE:	October 17, 2022
SUBJECT:	Pender Memorial Hospital / Health Care Provider Update

SUMMARY:
Commissioner David Piepmeyer requested in the October 3rd BOCC meeting (as well as by email) that an agenda item be added to the October 17th BOCC meeting in which staff provides a proposal and update as to the status of this issue.

ACTION REQUESTED:
Discussion

1. Proposed Plan of County Leadership with respect to the Novant arrangement expiration – As to identification, evaluation, selection, and transition to a healthcare provider:

Process Steps Overview
1. Review the structure and terms of the current arrangements with Novant. Identify areas for concern and discuss a renewed arrangement (or alternative structure) with Novant or evaluate new partnerships with a potential new healthcare provider.
2. If a new partnership search process commences, conduct financial and operational due diligence on both Pender Community Hospital (the "Hospital") and potential partners. Obtain and review relevant books and/or records from the Hospital, then assess financial projections and market conditions.
3. If a new partnership search process commences, obtain proposals. Evaluate pros and cons of the various structural options and governance models (i.e., reserve powers for the County) proposed by potential partner(s), then identify which of these are optimal. Review qualifications of and perform reverse diligence as to healthcare provider and references.
4. Based on a review of the financials and relevant operational data, determine whether the proposed financial commitments to the County / Hospital are appropriate and meet customary standards and fair market terms.
5. Identify outcomes that could result from a partnership that could jeopardize the long-term financial viability of the Hospital and formulate mechanisms to ensure it is protected against these outcomes.

2. Objectives desired to be met:

The County to conduct a process to understand and refine key objectives that may include:

- Enhance ability to recruit and retain high quality physicians and staff
- Bring innovative resources to strengthen the clinical quality of services and programs
- Maintain and enhance long-term financial viability through commitments of healthcare provider
- Promote an organizational culture that embraces excellence and a patient first focus
- Broaden and deepen community support and engagement with the Hospital's mission
- Enhance existing services and expand access to additional needed service lines of care for all residents of the community
- Enhance ability to empower local decision-making based on what is best for the community
- Ensure capital investment necessary to meet sustainability, quality, and community expectations
- Find a strong cultural fit that builds on the Hospital's ability to meet the community's needs

3. Identification of who will lead County process:

The County Manager and Health and Human Services Director will lead the process.

4. Schedule of activities required to reach objectives:

Process Milestones for Partnership Process	**Approximate Deadlines and Timing**
Determine Process Objectives/Assess Novant Lease	Early to Mid-November 2022
Finalize Financial Analysis and Marketing Materials	Mid-November 2022
Complete Outreach to Potential Partners	December 1, 2022
Receive Initial Proposals from Partners	Mid-January 2023
Presentations by Finalists; Reverse Diligence	Mid to late-January 2023
Select New Partner or Decision to Enter New Arrangement w/Novant	Early February 2023
Sign Letter of Intent (*if pursuing a Partner*)	Mid to Late-February 2023
Sign Definitive Agreement (*if pursuing a Partner*)	Mid to Late-April 2023
Regulatory and Transitional Matters	May 2023 – June 2023
Initiate New Arrangement	July 1, 2023

5. Statement of risks to be mitigated; certain structural and consideration matters:

The long-term sustainability of the partnership and ensuring that the interests of the County and Hospital are protected will need to be negotiated and discussed in detail after proposal(s) are submitted. The County should also have comfort that the transaction, transaction consideration and long-term commitments negotiated meet customary and fair market terms.

1. Transaction Structure Considerations
    a. Lease, asset transfer or other
    b. Length of agreement
    c. Representations and warranties, allocation of liabilities, indemnity
    d. Enforcement of financial and non-financial commitments
    e. Transition on termination of agreement (status of operating facility, licensure/CON)
2. Potential Financial Consideration
    a. Upfront payments (lease or purchase)
    b. Liability/debt assumptions (operating and balance sheet)
    c. Capital commitments/New or renovated facilities
    d. Employee benefits and paid time off
3. Potential Non-Financial Consideration
    a. Hiring of employees
    b. Governance or ongoing influence by County
    c. Hospital service line commitments/Centers of Excellence
    d. Physician recruitment
    e. Other non-hospital services accessible for community

6. Budget:

Certain necessary costs will be incurred during the partnership search process, which might include various legal, consulting, and advisory fees. As the County outlines the process objectives and then identifies the timing of a transaction, the specific dollar amounts will be determined and refined.

David Andrews

From: David Andrews
Sent: Wednesday, October 5, 2022 3:42 PM
To: David Andrews
Subject: Fw: Future Pender Memorial Hospital / Health Care Provider Project Update

David L. Andrews
County Manager
Pender County North Carolina
910-259-1200

From: David Piepmeyer <dpiepmeyer@pendercountync.gov>
Sent: Wednesday, October 5, 2022 9:47 AM
To: Fred McCoy <fmccoy@pendercountync.gov>; David Andrews <dandrews@pendercountync.gov>
Cc: Jacqueline A. Newton <janewton@pendercountync.gov>; George Brown <gbrown@pendercountync.gov>; Jimmy Tate <jtate@pendercountync.gov>; Tera Cline <tcline@pendercountync.gov>; Atb2126@gmail.com <Atb2126@gmail.com>
Subject: Future Pender Memorial Hospital / Health Care Provider Project Update

Mr. Chairman McCoy & County Manager Andrews,

As follow-up to the request I made at the October 3rd BOCC meeting, I would like an item added to the BOCC October 17th meeting to provide update on your proposed plan to identify, evaluate, select and transition to a Health Care Provider before next July 31st expiration of the current Hospital Operations Agreement. This Plan should include the objective of this project; identify whom will lead this project; a schedule of activities that are necessary to reach the stated objective along with associated activity start and completion dates; Risks that need to be mitigated; and a budget.

Also, I would like to again ask that Public Meetings be held before yearend to gather public input on their satisfaction with current quality and quantity of services provided at Pender Memorial Hospital as well as what they would like to see in the future. In my mind, this agenda item should provide the platform to communicate the purpose, time, location and intent of these Public Meetings.

If you have any questions or need further clarification of what I am requesting, please don't hesitate to give me a call. Thanks

David Piepmeyer
Pender County Board of Commissioners
County Office Phone: 910-259-1200
Home Phone: 910-270-8512
email: dpiepmeyer@pendercountync.gov

Pender County
Appointment to Board

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	October 17, 2022
SUBJECT:	Approval of Appointment to Pender Ems and Fire Board

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Walter Denny is applying for appointment to the Pender County EMS and Fire Board . His application is attached for the Board's review. If approved, this appointment will be for 3 years and expire December 31, 2025.

ACTION REQUESTED:
Approval of Appointment

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION					
Last Name Denny	First Walter	M.I. Daniel	Date 08-24-2022		
Physical Address 6204 Horse Branch Rd			Apartment/Unit #		
City Willard	State North Carolina		ZIP 28478		
Mailing Address (if different from above) 6204 Horse Branch Rd					
City Willard	State North Carolina		ZIP 28478		
Home Phone (910) 289-1470	Work Phone		E-mail Address 1 dannyandsonslawncare@gmail.com		
Fax Number			E-mail Address 2		
Board Interest(s) Pender County EMS and Fire					
How long have you been a resident of Pender County? 65					

EDUCATION							
High School Penderlea High School				Location Willard		NC	
From 1970	To 1974	Did you graduate?	YES ☑	NO ☐	Diploma		
College			Location				
From	To	Did you graduate?	YES ☐	NO ☐	Degree		
Other			Location				
From	To	Did you graduate?	YES ☐	NO ☐	Degree		

EMPLOYMENT HISTORY			
Current Employment	Self-Employed	Job Title Owner	
Responsibilities	Owner of Danny & Sons Lawn Care, LLC		
Previous Employment	Pender County Schools	Job Title Bus Mechanic	
Previous Employment		Job Title	
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Willarlea Ruritan - president, vice president, board of directors

Pender EMS and Fire Board of Directors - vice chairman, chairman

Penderlea Fire Department - volunteer fireman many years ago

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). Board of Directors Pender County EMS and Fire - 8 years (ended 2015)

State reasons why you feel qualified for this appointment(s):

I have lived in Pender County my entire life, so I am deeply rooted in our county. I was a volunteer fireman for many years and understand the importance of fire and rescue to the community. I appreciate the dedication and commitment of our fire and rescue team and would like to do what I can to help support Pender County EMS and Fire as they endeavor to keep our citizens safe.

MILITARY SERVICE

Branch None	From	To
Rank at Discharge	Type of Discharge (optional)	

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐	NO ☑	If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐	NO ☑	If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

I love our county and would like to volunteer my support by serving on the Board of Directors of Pender EMS and Fire.

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

Pender County
SEDC Board Reappointment

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	October 17, 2022
SUBJECT:	SEDC Board Reappointment

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Chuck Strickland is reapplying for appointment to the Southeastern Economic Development Commission (SEDC) . His letter of recommendation is attached for the Board's review. If approved, this appointment will be for 4 years and expire July 31, 2026.

ACTION REQUESTED:
Approval of Reappointment

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

Serving Southeastern North Carolina Since 1968

BOARD OF DIRECTORS

Mark Ward
Chairman
Scotland County

Gary Lanier
Vice Chairman
Columbus County

Chuck Heustess
Secretary/Treasurer
Bladen County

Bill Early
Brunswick County

Amy Cannon
Cumberland County

Christian Lockamy
Harnett County

Gwen McGougan
Hoke County

Tony Harrington
New Hanover County

Jackie Newton
Pender County

Martie Butler
Richmond County

Judy Sampson
Robeson County

Stephen Barrington
Sampson County

EXECUTIVE DIRECTOR
Pamela H. Bostic

September 29, 2022

Mr. David Andrews, County Manager
County of Pender
PO Box 5
Burgaw, NC 28425

Re: SEDC Board Appointment – Mr. Chuck Strickland

Dear Mr. Andrews,

According to our records, the term of Mr. Chuck Strickland on the Southeastern Economic Development Commission (SEDC) Board of Directors expired on July 31, 2022. Mr. Strickland has been representing Pender County serving on the full board of the Commission.

In order to ensure that Pender County has adequate representation on our Board at all times; and that the Commission meets representation requirements imposed by current Federal legislation, we are requesting that your Board of Commissioners reappoint Mr. Strickland to the SEDC Full Board. The appointment should be for a four-year term to expire on July 31, 2026.

Once action has been taken, please notify this office in writing. Should there be questions, please call me at (910) 862-6985, Ext. 320.

Sincerely,

Pamela H. Bostic

Pamela H. Bostic
Executive Director

Pender County
Request for Board Action

TO:	Board of Scotts Hill Water & Sewer District
FROM:	Kenneth Keel
DATE:	October 17, 2022
SUBJECT:	Approval of Budget Ordinance Amendment, Associated Purchase Order, Reimbursement Resolution, Resolution of Award to Harper General Contractors, and Contract Signing for SHWSD Elevated Tank & Wells project for $10,970,000

SUMMARY:
The ASADRA loan/grant approval by the LGC for this project has been delayed due to the escalations of costs of the project and its relationship to the Scotts Hill WSD revenue. We are working on resolving the issue since all of the districts are now under an operational agreement with PCU, which in effect merges the funds of the districts. With this requested Budget Ordinance Agreement (BOA), the tank & wells project will be temporarily funded with the Water Enterprise Fund Balance and $1.35 million FY23 Org 072 Capital Outlay funds that cannot be used for their original intent. If we get the loan approved in January 2023 (or a later date), the loan/grant proceeds will be reimbursable to our fund balance. We already have some funds budgeted for construction, so the total of the BOA is less than the actual construction contract amount.

If we do not proceed with the project now, we do not have enough time to construct any additional wells before our 2023 peak season. This is PCU's most critical project currently, as we were very close to our maximum water production available for the Hampstead/Scotts Hill area in Summer 2022. Without additional supply, we could easily run out of water in May 2023 or later in Summer 2023.

We do risk not being reimbursed if the loan/grant funding is not approved by the LGC It seems very unlikely, but if the LGC does not approve our loan/grant, there are sufficient funds within the utilities department that are currently earmarked for the US421 sewer project. In that worst case scenario, those funds could be used to ensure that this more critical project construction is funded. The Reimbursement Resolution will ensure that we can reimburse the Enterprise Fund Balance with loan/grant proceeds, regardless of their source.

The Board previously approved a Resolution of Tentative Award to Harper General Contractors for this project on July 11, 2022, contingent upon approval of NCDEQ-DWI and the LGC. We initially had only one bidder, so we re-bid the project. At the re-bid, we had 2 bidders and the bids were relatively close in their amounts, so the low bid appears to be a reasonable amount considering current economic conditions. The recommendation of award and bid tabulation are provided. Due to the delays in the loan approval process, we cannot wait any longer for that approval before proceeding with construction. Therefore, the Resolution of Award is requested here to immediately proceed with construction (without the loan/grant approval requirement).

ACTION REQUESTED:
Approve Budget Ordinance Amendment, Reimbursement Resolution, Resolution of Award to Harper General Contractors, Associated Purchase Order, and authorize the Chairman to sign construction contracts

ATTACHMENTS:
Resolution of Award
Reimbursement Resolution
Budget Ordinance Amendment
Recommendation of Award and Bid tabulation
Agreement
Bid

RESOLUTION OF AWARD BY THE BOARD OF SCOTTS HILL WATER AND SEWER DISTRICT

WHEREAS, the Scotts Hill Water & Sewer District of Pender County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Elevated Tank and Wells project, and

WHEREAS, _CDM Smith_ Consulting Engineers have reviewed the bids; and

WHEREAS, _Harper General Contractors_ was the lowest bidder for the _Elevated Tank & Wells project_, in the total bid amount of _$10,970,000_, and

WHEREAS, the Consulting Engineers recommend **AWARD** to the lowest bidder.

NOW, THERE FORE, BE IT RESOLVED that AWARD is made to the lowest bidder in the Total Bid Amount of _$10,970,000_.

Name of Contractor	**Amount**
1._Harper General Contractors_	_$10,970,000_

Upon motion of _____, seconded by_____, the above **RESOLUTION** was adopted by a majority affirmative vote.

Adopted this the 17th day of October 2022 at Pender County Hampstead Annex Auditorium, Hampstead, North Carolina.

_____
Fred McCoy
Chairman, Scott's Hill Water and Sewer District

Attest:

_____
Tera Cline
Clerk

Reimbursement Resolution for Scotts Hill WSD Elevated Tank & Wells Project -- authorizing the County to reimburse itself for Project expenditures from later financing proceeds

WHEREAS --

The County intends to undertake a Project (as described below), use its own funds to pay initial Project construction costs, and then possibly reimburse itself from financing proceeds for these expenditures. The Manager has advised the Board that it should adopt this resolution to document the County's plans for reimbursement, in order to comply with certain federal tax rules relating to reimbursement from financing proceeds.

BE IT RESOLVED by the Board of Commissioners of Pender County, North Carolina, as follows:

1. The Project is construction of County water system improvements, including the construction of a new elevated water tank and three wells, and associated piping improvements.

2. The County intends to advance funds for initial Project construction costs, and then reimburse itself from financing proceeds. The expected maximum amount of loans, grants, or other obligations to be issued or contracted for the Project (including allowances for reserves and financing costs) is approximately $13,187,000. The type of financing for the Project (which is subject to change) is anticipated to be Additional Supplemental Appropriations for Disaster Relief Act (ASADRA) loan, and/or State Revolving Fund loan, and other sources. These funding sources may be extended in the name of Pender County, Pender County Utilities, Rocky Point Topsail Water and Sewer District, and/or Scott's Hill Water and Sewer District.

3. Funds for the Project construction expenditures may come from the County's utility enterprise fund, or any other fund or account recommended by the Finance Officer.

4. The County intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from financing proceeds for Project cost expenditures, but the adoption of this resolution does not obligate the County to undertake any financing.

* * * * * * * * * * * * * * * * *

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Pender County, North Carolina; that this meeting was properly called and held on _____, 2022; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this _____ day of _____, 2022.

[SEAL]

_____
Clerk, Board of Commissioners
Pender County, North Carolina

Tuesday, October 4, 2022

Pender County Budget Ordinance Amendment

Date Monday, October 17, 2022

Board Meeting Date (If Applicable) Monday, October 17, 2022

Fiscal Year FY 2022-2023

Fund 72 - RP/T W&S

Division, Program, Project, etc. SHWSD Elevated Tank & Wells project

Department 072 - WATER OPERATIONS

Purpose of Request

The ASADRA loan/grant approval by the LGC has been delayed due to the escalations of costs of the project in relation to the Scotts Hill WSD budget & revenue. We are working on resolving the issue since all of the districts are now under an operational agreement with PCU, which in effect merges the funds of the districts. With this BOA, the tank & wells project will be temporarily funded with the Water Enterprise Fund Balance and some FY23 Org 072 Capital Outlay funds that cannot be used for their original intent. If we get the loan approved in January (or a later date), the project costs will be reimbursable to our fund balance. We do risk not being reimbursed if for any reason the loan funding does not get approved, but funds can be made available from existing funds for another utilities project. However, if we do not proceed with the project now, there is no way we can have any additional wells constructed before our 2023 peak season. This is a most critical project, as we were very close to our maximum water production for the Hampstead/Scotts Hill area in Summer 2022. Without additional supply, we easily could run out of water in May 2023 or later in the summer.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-399000	Fund Balance Appropriated	4,517,000
2	61-399072	Transfer from Fund 72	5,867,000
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-407400	Capital Outlay	-1,350,000
2	072-409061	Transfer to Fund 61	5,867,000
3	61-407460	Construction	5,867,000
4			
5			

	Account # (ORG-OBJECT)	Account Description	Amount
6			
7			
8			
9			
10			
11			
12			
13			

Total Revenues 10384000

Total Expenditures 10384000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny` Keel

Email kkeel@pendercountync.gov

5400 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612
tel: 919 325-3500
fax: 919 781-5730

June 3, 2022

Mr. Kenneth P. Keel, P.E.
Director
Pender County Utilities & Solid Waste
605 East Fremont Street
Burgaw, North Carolina 28425

Subject: Scotts Hill Water and Sewer District
Elevated Tank and Wells Project
Engineer's Recommendation of Award

Dear Mr. Keel:

On June 2, 2022, two bids were received for the Scotts Hill Water and Sewer District Elevated Tank and Wells Project. CDM Smith has reviewed these bids and has prepared the enclosed certified bid tabulation for your reference. The Bidders are listed in the bid tabulation in numerical order based on the low bidder first.

The two bidders on the project are as follows:

Bidder	**Total Base Bid**
The Harper Corp. - GC: Greenville, SC	$10,970,000.00
A.C. Schultes of Carolina, Inc.: Rocky Point, NC	$11,241,602.00

Harper and A.C. Schultes both acknowledged the receipt of the three Addenda. Bid Bonds, Non-Collusion Affidavits, and M/WBE Forms were provided with each of the bids.

In addition to the base bid amount, Harper provided a price of $667,900 for the Bid Alternate involving modification of the elevated storage tank to a Composite style tank. CDM Smith does not recommend pursuing this bid alternate.

Based on the information above, CDM Smith recommends that Pender County Utilities awards a construction contract in the amount of $10,970,000.00 to The Harper Corp. for the referenced project.

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES

Along with this recommendation, CDM Smith is enclosing a copy of the Certified Bid Tabulation. Should you have any questions about this information, please do not hesitate to contact us.

Very truly yours,



William R. Mason, P.E.
CDM Smith

cc: J. Treadway, CDM Smith
G. Roy, CDM Smith

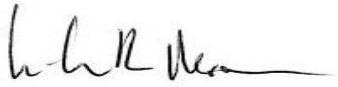
Pender County Utilities
Scotts Hill Water and Sewer District
Elevated Tank and Wells

Certified Bid Results - June 2, 2022

Item	Description	The Harper Corp.	A. C. Schultes
1	Elevated Tank and Wells	$10,870,000.00	$11,141,602.00
2	Allowance	$100,000.00	$100,000.00
Total	**Total Base Bid**	**$10,970,000.00**	**$11,241,602.00**
Bid Alternate			
1	Composite Style Tank	$667,900.00	$750,000.00

The bids tabulated herein were publicly opened and ready aloud at 10:00am on the 2nd day of June, 2022 at the Pender County Utilities offices in Burgaw, NC and all said bids were accompanied by either a certified check or bidder's bond.

I hereby certify that this bid tabulation was prepared by me or under my supervision.



William R. Mason, P.E.
CDM Smith Inc.



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SECTION 005214.16 - AGREEMENT

Pender County Utilities

Scotts Hill Water and Sewer District
Elevated Tank and Wells
SRF Project Number: 2006

THIS AGREEMENT made as of the 17th day of October in the year 2022 by and

between Pender County, North Carolina

acting through its Utilities Department

hereinafter called OWNER and The Harper Corporation - General Contractors

with legal address and principal place of business at 312 E Coffee Street, Greenville, SC 29601 hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by CDM Smith 5400 Glenwood Ave., Suite 400, Raleigh, NC 27612 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

2.2 CDM Smith has been selected by OWNER to act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be 450 Calendar Days from the date of Notice to Proceed.

3.2 Early completion of one of the three wells and associated wellhouse is required within 10 months of Notice to Proceed.

3.3 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

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ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the __10,970,000____dollars agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01. of the Conditions of the Contract.

6.2 Prior to Substantial Completion, progress payments will be in an amount equal to 95percent of the value of the Work completed and 95 percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

6.3 Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 99 percent of the Contract Price, less retainages as ENGINEER shall determine, in accordance with Paragraph 15.01. of the Conditions of the Contract.

6.4 Upon final inspection and acceptance of the Work, in accordance with Paragraph 15.06. of the Conditions of the Contract, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $1,000 per day for each calendar day of delay until all the Work is complete and $500 per day for each calendar day of delay until one of the three wells is complete within 10 months.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05. of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06. of the General Conditions.

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ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of the Supplementary Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2013 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications (as listed in Table of Contents).

9.1.9 Drawings, numbered [_____] through [_____], inclusive and dated [_____].

9.1.10 Addenda numbers _____ to _____, inclusive.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

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ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on October 17, 2022

CONTRACTOR	OWNER
_____	_____
BY	BY
_____	Fred McCoy, Chairman
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
_____	_____
Address for giving notices	Address for giving notices
_____	PO Box 995
_____	Burgaw, NC 28425

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214.16

SECTION 003000.2
BID FORM

PROJECT IDENTIFICATION:
Elevated Tank and Wells
Scotts Hill Water and Sewer District
Pender County, North Carolina

THIS BID SUBMITTED BY

Name: The Harper Corp. - GC

Address: 312 E Coffee St

Greenville, SC 29601

Date of Bid: 06/02/2022

THIS BID IS SUBMITTED TO:
Pender County Utilities
c/o Kenneth Keel, PE
605 East Fremont Street
Burgaw, North Carolina 28425

A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

B. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of payment and performance bonds, and insurance certificates. This bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of receipt by the BIDDER.

C. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:

1. BIDDER has examined copies of all the Contract Documents and of the following addenda, receipt of all which is acknowledged on the bid summary page:

2. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress of performance of the work and has made such independent investigations as BIDDER deems necessary.

3. BIDDER acknowledges that OWNER and DESIGN ENGINEER do not assume responsibility for the accuracy of dimensions or completeness of information and data shown or indicated in the Bidding Documents with respect to existing facilities.

4. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (expect underground facilities) and all drawings of physical conditions in or relating to existing surface or subsurface structures, pipelines, and utilities at or contiguous to the site are provided within these Contract Documents. Geotechnical Reports and other information regarding subsurface conditions, are identified in the attached appendixes and detailed in Article 5 of the General Conditions. BIDDER acknowledges that the OWNER and DESIGN ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the

Bidding Documents with respect to underground facilities at or contiguous to the site of Work. BIDDER had obtained and carefully studied (or assumes responsibility for have done so) all such additional or supplementary examinations investigations, explorations, tests, studies, and data that are necessary to identify and understand conditions (surface, subsurface, and underground facilities) at or contiguous to the site of Work or otherwise which may affect cost, progress, performance, or furnishing the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. BIDDER waives all rights to claim that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the proper submission of the Bid for the performance and furnishing of the Work in accordance with the Contract Time, Contract Price, and other terms and conditions of the Contract Documents.

5. BIDDER hereby certifies that, if awarded the Contract for construction of the Project, he will take all possible actions to minimize costs to the OWNER which are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and work changes or additions which may be made.

6. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, exploration, tests, studies, and data with the Contract Documents.

7. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. By bidding in response to this invitation, the BIDDER represents that in the preparation and submission of this Bid, said BIDDER did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

9. Bid form must be completed in blue or black ink or by typewriter. The Bid price of each item on the form must be stated in both words and numerals. In case of a conflict, words shall take precedence. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

10. BIDDER understands that the award of contract will be made to the qualified, responsible and responsive Bidder with the lowest cost for the Base Bid plus or minus the Alternate Bid Item, if the alternate is selected by the Owner.

11. BIDDER understands that quantities are estimated and are not guaranteed; they are solely for comparing Bids and establishing the total Bid amount. The Contract Price will be modified by Change Order, and final payment will be based on the quantities of work actually furnished and installed by the successful BIDDER.

12. BIDDER shall complete the Work for the prices indicated on the following pages.

BASE BID

Base Bid for Single Prime Construction of the Elevated Tank and Wells, complete as indicated on the Drawings and as specified and including all work (excludes work that would be added or subtracted under the additive bid alternate below).

ITEM DESCRIPTION

1. Elevated tank (Spheroid style) and wells including all work on the contract plans and specifications but excluding bid alternates below.

   Lump Sum Base Bid Price ten million eight hundred seventy thousand (use words) $ 10,870,000 (numerals)

2. Allowance

   Lump Sum Base Bid Price One Hundred Thousand (use words) $ 100,000.00 (numerals)

"Total Base Bid" Sum of Items 1 through 2 Above:

Total Base Bid Price ten million nine hundred seventy thousand (use words) $ 10,970,000 (numerals)

Bidder must complete the additive bid alternates below. The Owner will determine which, if any, Alternative Bid Items will be selected, based on what Owner can afford and the Bid Amount will be adjusted accordingly. Contractor is responsible for tracing all impacts of these alternates through the drawings and specifications and factoring in those costs in the amount for the alternates below. The contract will be awarded to the qualified, responsible and responsive Bidder with the lowest cost for the Base Bid plus or minus the Alternate Bid Item, if selected by the Owner. The Owner is in no way obligated to accept the Alternate Bid Item. Acceptance of any, some, or all Alternate Bid Item(s) shall not result in any changes to the Contract Time indicated in Article 6 of this Form. Contractor shall hold alternate pricing as long as authorized within 120 calendar days following notice to proceed.

ADDITIVE or DEDUCTIVE ALTERNATE BID

Alternative Bid Item No.1 – Composite Style Elevated Tank in place of Spheroid Style

The Contract Documents include the design of two different style elevated tanks, Spheroid and Composite. The Base Bid price is just for the Spheroid (not including Composite) as specified in Section 331619 and shown on Drawings M-7, E-8 and I-6. Alternative Bid Item No.1 is the cost difference (additive or deductive) to provide a Composite type elevated tank as specified in Section 331620 and shown on Drawings M-8, M-9, E-9 and I-6, in place of the Spheroid tank.

ITEM DESCRIPTION

1. Price difference to provide a Composite type elevated water storage tank in place of a Spheroid tank.

   Alternative Price Difference (+/ -) six hundred seventy seven thousand nine hundred (use words & circle + or -) $ (+/ -) 677,900 (numerals)

The BIDDER has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate).

Addendum No. 1	BSR	Dated	April 20, 2022
Addendum No. 2	BSR	Dated	April 27, 2022
Addendum No. 3	BSR	Dated	May 23, 2022
Addendum No. 4		Dated	
Addendum No. 5		Dated	

The undersigned BIDDER certifies that they are licensed as a Contractor under the provisions of the Act of North Carolina Legislature, Session 1952 as amended regulating the practice of General Contracting, and that their license number is 3146 (License Number).

The undersigned BIDDER hereby agrees to accept an award of the Contract based on the Total Contract Amount as accepted by the OWNER and as indicated on the Notice of Award.

D. BIDDER agrees that Work shall be completed within the time frame indicated in the Agreement as follow:

a. All work described herein to be complete (Final Completion), including restoration and all punchlist items within **(450)** calendar days from the date of Notice to Proceed.

b. Early completion of one of the three wells and associated wellhouse is required within 10 months of Notice to Proceed. The completed well and wellhouse shall be fully functional and have approval from the North Carolina Department of Environmental Quality to operate this public water supply well. The CONTRACTOR shall pay the OWNER $500.00 per calendar day for each day that expires after the 10 months, plus any proper time extension, until the Work is finally complete and the one well is operational.

c. The BIDDER acknowledges that time is of the essence in this Contract and that the OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph D. a and D. b above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. BIDDER also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER $1,000.00 per calendar day for each day that expires after the time specified in Paragraph D. a, plus any proper time extension, until the Work is finally complete.

E. The following documents are attached to and made part of this bid:

a. Required Bid Security in the form of either a cashier's check or certified check or Bid Bond in the amount of 5% of maximum Bid price.
b. Requirements of SDBE as defined in Article 16 in Section 002113.16 - Instructions to Bidders.
c. All forms appended to this Bid Form, completed with requested information and supplemental information if required.

d. A photo copy of the Contractor's License.

F. Communications concerning this Bid shall be addressed to:
(CONTRACTOR's Name, Address and Telephone Number, email address)

Jeff Caffery; 312 E Coffee Street, Greenville, SC 29601
864.546.7900; jcaffery@harpergc.com

G. The terms used in this Bid which are defined in the General and Supplementary Conditions of the Contract Documents have the meanings assigned to them therein, which are incorporated by reference as if fully set forth herein.

H. An individual contractor is required to furnish his social security number and sole proprietorship, partnership and corporation are required to furnish their employer identification numbers to the Public Works Commission. Please indicate this information on this Bid Form as follows:

Social Security Number: N/A

Federal Employer Identification Number: 57-0299686

SUBMITTED ON June 2, 20 22.

AN INDIVIDUAL

BY _____ (SEAL)
(Individual's Name and Signature)

Doing Business as: _____

North Carolina Contractor Registration Number: _____

Business Address: _____

_____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20____
_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A PARTNERSHIP

BY _____ (SEAL)
(Firm Name)

_____
(General Partner and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

_____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20____
_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A CORPORATION

BY The Harper Corp. - General Contractors
(Corporation Name)

South Carolina
(State of Incorporation)

BY Bryan S Royal, Vice President
(Name and Title of Person Authorized to Sign and Signature)

(Corporate Seal)

ATTEST: John M Harper IV, Corporate Secretary
(Secretary or Assistant Secretary and Signature)

North Carolina Contractor Registration Number: NC GC License #: 3146

Business Address: 312 E Coffee Street, Greenville, SC 29601

Phone Number: 864.546.7900

Subscribed and sworn to before me this 2nd day of June 20 22.

NOTARY PUBLIC

My Commission Expires:
07/26/2028

A JOINT VENTURE

BY _____
(Name and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

BY _____
(Name and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires:_____

(Each joint venturer must sign. The name of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

List of Subcontractors

In compliance with the Instructions to Bidders and the Supplementary Conditions, the undersigned submits the following names of Subcontractors to be used in performing the Work.

The Bidder certifies that all Subcontractors listed are eligible to perform the Work and that all Subcontractors performing more than five percent of the work are listed. Subcontractors must be listed for the trades of General Construction, Electrical, Instrumentation, HVAC and Plumbing.

Subcontractor's Work	Subcontractor's Name
electrical	White electrical
elevated water tank	Phoenix tanks
painting	Southern Painting
plumbing	Piedmont Plumbing
well drilling	Applied Resource Management

NOTE: This form shall be submitted with Bid.

Bidder's Signature

Bryan S Royal, Vice President

landsaping	Turning Heads Landscaping
fencing	T&D Custom Fences
HVAC	Thermal Tran
drilled piers	RW Harris Inc.

THE HARPER CORP-GENERAL CONTRACTORS SOUTH CAROLINA CORPORATE SEAL

CONTRACTOR'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF South Carolina)

COUNTY OF Greenville)

Bryan S Royal, Vice President being the first duly sworn on oath deposes and says that the Bidder on the attached Bid Form is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

1. CORPORATION
The bidder is a corporation organized and existing under the laws of the State of South Carolina and its President is David Wise, and its Secretary is John M Harper IV, and does have a corporate seal. The Vice President is authorized to sign construction Contract and Bids for the company by action of its Board of Directors taken 05/26/2022, a certified copy of which is hereto attached.

2. PARTNERSHIP
The Bidder is a Partnership consisting of _____ and _____, partners doing business under the name of _____.

3. SOLE TRADER
The Bidder is an individual and if operating under a trade name, such trade name is as follows: _____

4. ADDRESS
The business address of the Bidder is as follows:
312 E Coffee Street
Greenville, SC 29601

Its phone number is 864.546.7900.

The Harper Corp. - GC
Bidder

By: _____
Bryan S Royal, Vice President

Subscribed and sworn before me this 2nd day of June, 20 22.

Jessica M Haltiwanger
Notary Public

County Greenville, SC

My Commission Expires: 07/26/2028

THE HARPER CORP-GENERAL CONTRACTORS SOUTH CAROLINA CORPORATE SEAL

JESSICA M. HALTIWANGER NOTARY PUBLIC My Commission Expires 07/26/2028 SOUTH CAROLINA

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous of the nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.

e. The Contractor will include the provisions of the section in every subcontract or purchase order unless exempted by rules, regulations or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for signatures by a CORPORATION):

THE HARPER CORP-GENERAL CONTRACTORS CORPORATE SEAL SOUTH CAROLINA

The Harper Corporation - General Contractors
Corporate Name

ATTEST: _____ BY: _____

(Assistant) Secretary John M Harper IV Vice-President Bryan S Royal

(CORPORATE SEAL)

(Use the following form for signatures by an INDIVIDUAL):

BY: _____(Seal)

WITNESS:

_____

(THE ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING THE FORM ON THE FOLLOWING PAGE)

ACKNOWLEDGEMENT

(See the following form for acknowledgment signature by a Corporation):

~~NORTH CAROLINA~~ South Carolina (Enter correct State and County if different than shown)

Greenville COUNTY

I, Jessica M Haltiwanger, A Notary Public in and for the aforesaid State and County, certify that John M Harper IV personally appeared before me this day and acknowledged that he is (Asst.) Secretary of The Harper Corporation - General Contractors, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by himself as its (Asst.) Secretary.

WITNESS my hand and notarial seal this 2nd day of June, 20 22.

Jessica M Haltiwanger
Notary Public

My commission expires 07/26/2028.
(SEAL)

JESSICA M. HALTIWANGER NOTARY PUBLIC My Commission Expires 07/26/2028 SOUTH CAROLINA

(Use the following form for acknowledgement signature by a partnership or an individual.)

NORTH CAROLINA (Enter correct State and County if different than shown)

_____ COUNTY

I, the undersigned Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires _____
(SEAL)

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto named, their agents, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of Pender County and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by reference to the subject matter of this Contract.

(Use the following form for signatures by a CORPORATION):

The Harper Corporation - General Contractors
Corporate Name

THE HARPER CORP-GENERAL CONTRACTORS SOUTH CAROLINA CORPORATE SEAL

ATTEST: _____
(Assistant) Secretary

John M Harper IV
(Printed Name)

(Corporate Seal)

BY: _____
(Vice) President

Bryan S Royal
(Printed Name)

(Use the following form for signatures by an INDIVIDUAL)

BY: _____

_____
(Printed Name)

WITNESS:

_____

_____
(Printed Name)

CERTIFICATION REGARDING DEBARMENT,
PROPOSED DEBARMENT, AND OTHER MATTERS
(This certification must be completed with respect to any offer with a value of $100,000 or more.)

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:

   a. Are ___ are not ✓, presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;

   b. Have___ have not ✓, within the 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local_ contract or subcontract; violation of federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

   c. Are ___ are not ✓ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;

   d. Have ___ have not ✓within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

   e. Are ___ are not ✓ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.

2. The offeror has ___ has not ✓, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

4. The offeror must provide immediate written notice to the OWNER if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18 U.S.C.

6. The certification in e.1 and e.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to Pender County, the OWNER may terminate the contract resulting from this solicitation for default.

(Use the following form for signatures by a CORPORATION):

The Harper Corporation - General Contractors
Corporate Name

ATTEST:

(Assistant) Secretary

BY: (Vice) President

John M Harper IV
(Printed Name)

Bryan S Royal
(Printed Name)

THE HARPER CORP-GENERAL CONTRACTORS SOUTH CAROLINA CORPORATE SEAL

(Corporate Seal)

(Use the following form for signatures by an INDIVIDUAL)

BY: _____

_____
(Printed Name)

WITNESS:

_____

_____
(Printed Name)

NON-COLLUSIVE AFFIDAVIT

State of South Carolina)

County of Greenville)

Bryan S Royal Being first duly sworn, deposes and says that:

(1) He is the Vice President of
(Owner, Partner, Officer, Representative or Agent)
The Harper Corporation - General Contractors The BIDDER that has submitted the attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such Bid;

(3) Such BID is genuine and is not a collusive or sham BID;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, cost elements of the BID price or the BID price of any other BIDDER, or secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Pender County, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

THE HARPER CORP-GENERAL CONTRACTORS CORPORATE SEAL SOUTH CAROLINA

BY: _____

ITS Bryan S Royal, Vice President
(Title)

Subscribed and sworn before me this 2nd day of June 20 22.

Jessica M Haltiwanger My Commission expires 07/26/2028.
(Notary Public)

END OF SECTION

JESSICA M. HALTIWANGER NOTARY PUBLIC My Commission Expires 07/26/2028 SOUTH CAROLINA

Good Faith Efforts Form

Attempts to provide subcontracting opportunities for MBE/WBE firms.

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.
(This is identical to State of NC Affidavit A)

☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.

☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.

☒ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.

☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Results of Good Faith Efforts Undertaken (you must check one box below)

☐ No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)

☑ Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**

☑ Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one)*. Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: HUB & SBA

Submit proof of advertisement with package

M/WBE Sources: Source: HUB Source: SBA

Submit printouts from M/WBE source(s)

Certification Statement and Affidavit of Contractor.
The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

The Harper Corporation – General Contractors
Prime Contractor Company Name (Print)

Bryan S Rayal Vice President June 2, 2022
Prime Contractor Representative (Sign & Date)

JESSICA M. HALTIWANGER NOTARY PUBLIC SEAL My Commission Expires 07/26/2028 SOUTH CAROLINA

State of South Carolina, County of Greenville

Subscribed and sworn to before me this 2 day of June 2022

Notary Public Jessica M Haltiwanger

My Commission Expires 07/26/2028

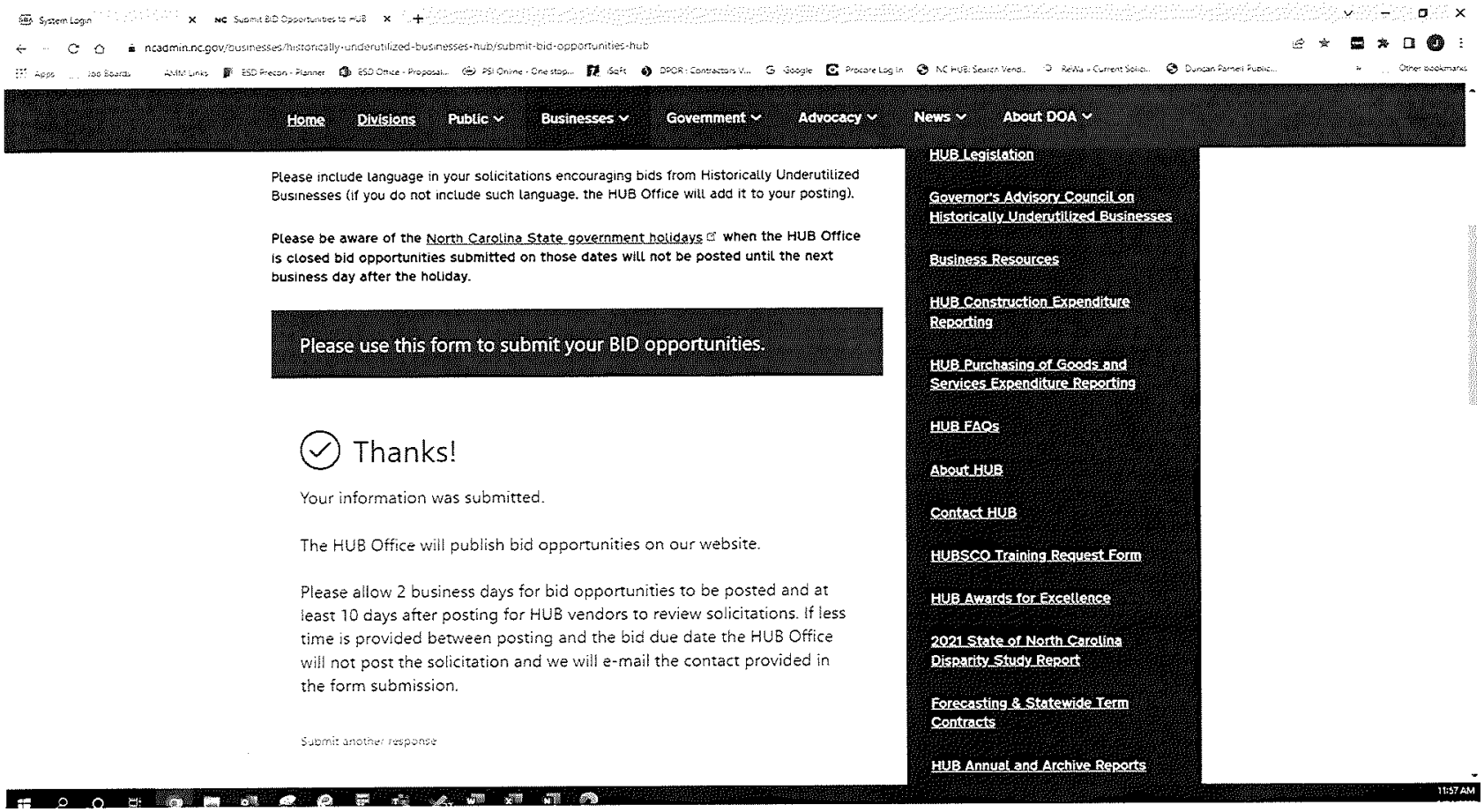
Certification of Project Owner/Funding Applicant

Funding Applicant (City, Town etc)

Applicant Authorized Representative (Sign & Date)

Division of Water Infrastructure Project Number

THE HARPER CORP-GENERAL CONTRACTORS CORPORATE SEAL SOUTH CAROLINA


System Login
Submit BID Opportunities to HUB
ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/submit-bid-opportunities-hub
Home
Divisions
Public
Businesses
Government
Advocacy
News
About DOA
Please include language in your solicitations encouraging bids from Historically Underutilized Businesses (if you do not include such language, the HUB Office will add it to your posting).
Please be aware of the North Carolina State government holidays when the HUB Office is closed bid opportunities submitted on those dates will not be posted until the next business day after the holiday.
Please use this form to submit your BID opportunities.
Thanks!
Your information was submitted.
The HUB Office will publish bid opportunities on our website.
Please allow 2 business days for bid opportunities to be posted and at least 10 days after posting for HUB vendors to review solicitations. If less time is provided between posting and the bid due date the HUB Office will not post the solicitation and we will e-mail the contact provided in the form submission.
Submit another response
HUB Legislation
Governor's Advisory Council on Historically Underutilized Businesses
Business Resources
HUB Construction Expenditure Reporting
HUB Purchasing of Goods and Services Expenditure Reporting
HUB FAQs
About HUB
Contact HUB
HUBSCO Training Request Form
HUB Awards for Excellence
2021 State of North Carolina Disparity Study Report
Forecasting & Statewide Term Contracts
HUB Annual and Archive Reports
11:57 AM

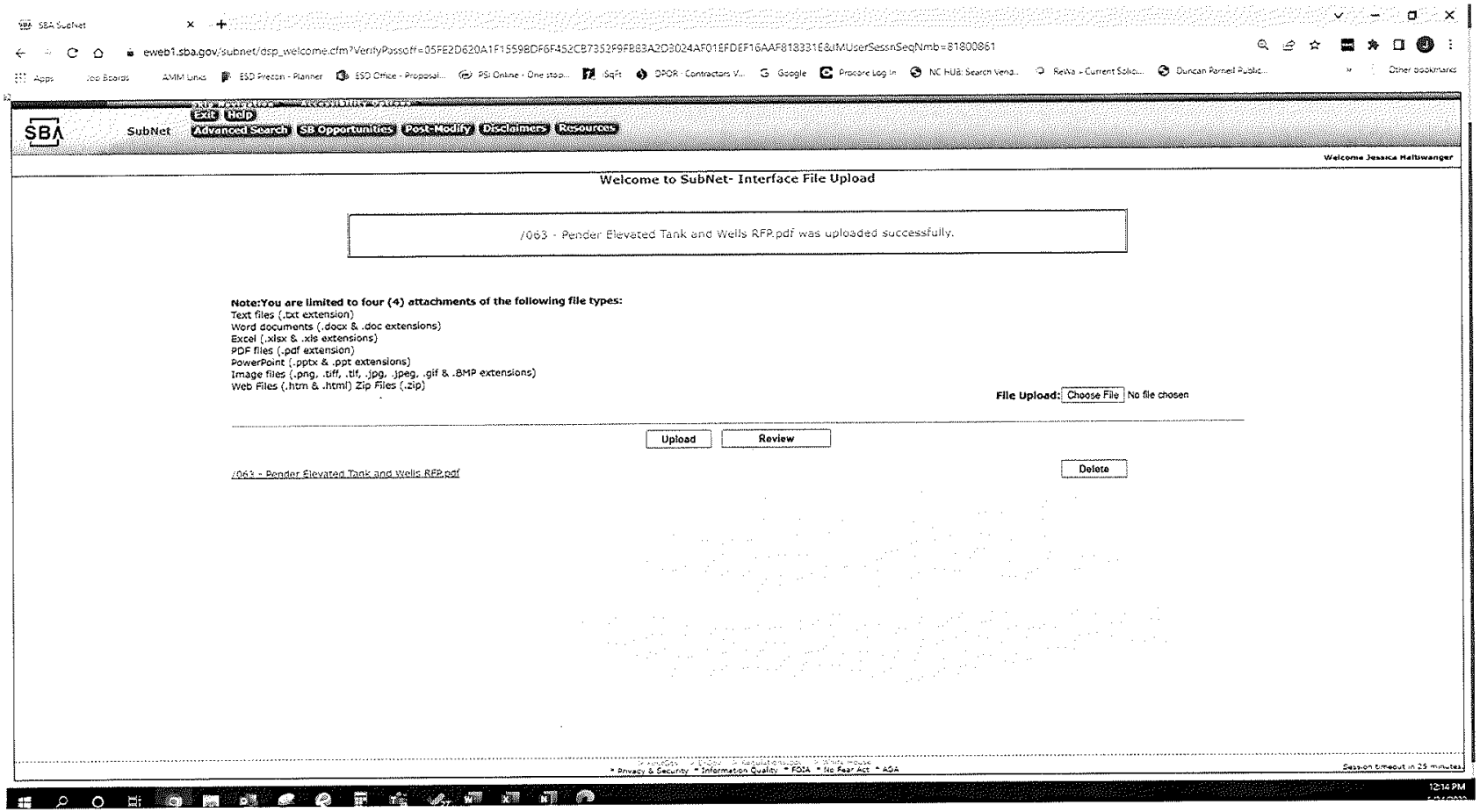

SBA SubNet
eweb1.sba.gov/subnet/dsp_welcome.cfm?VerifyPassoff=05FE2D620A1F15598DF6F452CB7352F9FB83A2D3024AF01EFDEF16AAF818331E&IMUserSessnSeqNmb=81800861
Exit Help
SBA SubNet
Advanced Search SB Opportunities Post-Modify Disclaimers Resources
Welcome Jessica Haltiwanger
Welcome to SubNet- Interface File Upload
/063 - Pender Elevated Tank and Wells RFP.pdf was uploaded successfully.
Note:You are limited to four (4) attachments of the following file types:
Text files (.txt extension)
Word documents (.docx & .doc extensions)
Excel (.xlsx & .xls extensions)
PDF files (.pdf extension)
PowerPoint (.pptx & .ppt extensions)
Image files (.png, .tiff, .tif, .jpg, .jpeg, .gif & .BMP extensions)
Web Files (.htm & .html) Zip Files (.zip)
File Upload: Choose File No file chosen
Upload
Review
/063 - Pender Elevated Tank and Wells RFP.pdf
Delete
Privacy & Security
Information Quality
FOIA
No Fear Act
AOA
Session timeout in 25 minutes
12:14 PM

Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency if applicable	(State use only) Listed in EPLS as Debarred?
The Harper Corporation - General Contractors	312 E. Coffee Street Greenville, SC 29601 864.546.7900	Prime $ 10,970,000	N/A	
White Electrical	1730 Chattahoochee Ave NW Atlanta, GA 30318 404-351-5740	Electrical $ 1,581,007	N/A	
Phoenix Tanks	182 South County 12d 900 E Avon, IN 46123 270-860-2171	Elevated Water Tank $ 2,100,000	N/A	
Southern Paintings	908 Laurens Rd Greenville, SC 29607 864-232-4010	Painting $ 52,950	N/A	

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

MBE and WBE subs total	$ 0	0 %
Prime Contract Price	$ 10,970,000	

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency if applicable	(State use only) Listed in EPLS as Debarred?
Piedmont Plumbing	1484 Cameron Rd Polkton, NC 28135 704-695-6270	Plumbing $ 165,000	N/A	
Applied Resource Management	257 Transfer Station Rd Hampstead, NC 28443 910-270-2919	Well Drilling $ 477,500	N/A	
Turning Heads Landscaping	2626 Sapling Circle Wilmington, NC 28411 910-789-3934	Landscaping $ 89,518	N/A	
T&D Custom Fences	3301 Burnt Mill Drive Ste 200 Wilmington, NC 28403 910-420-5550	Fencing $ 42,945	N/A	

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

MBE and WBE subs total	$ 0	0 %
Prime Contract Price	$ 10,970,000	

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency if applicable	(State use only) Listed in EPLS as Debarred?
Thermal Tran	3420 Enterprise Drive Wilmington, NC 28405 910-444-4877	HVAC $ 119,322	N/A	
RW Harris	1106 Wise Road Irmo, SC 29063 800-537-9796	Drilled Piers $ 570,000	N/A	
		$		
		$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

MBE and WBE subs total	$ 0	0 %
Prime Contract Price	$ 10,970,000	

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Electrical **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
White Electrical	1730 Chattahoochee Ave Atlanta, GA 404-351-5740	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Elevated Water Tank **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
Phoenix Tanks	182 South Country Rd 900E Avon, IN 46123 270-860-2171	NA	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Painting **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
Southern Painting	908 Laurens Rd Greenville, SC 29607 864-232-4010	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Plumbing **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
Piedmont Plumbing	1484 Cameron Rd Polkton, NC 28135 704-695-6270	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Well Drilling **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
Applied Resource Management	257 Transfer Station Rd Hampstead, NC 28443 910-270-2919	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Landscaping **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
Turning Heads Landscaping	2626 Sapling Circle Wilmington, NC 28411 910-789-3934	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Fencing **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
T&D Custom Fences	3301 Burnt Mill Drive Ste 200 Wilmington, NC 28403 910-420-5550	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: HVAC **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
Thermal Tran	3420 Enterprise Dr Wilmington, NC 28405 910-444-4877	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

Table B: Subcontract Solicitation List

Table B is required if:

1) Project is Federally funded (**SRF**) OR;
2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
3)

Trade: Drilled Piers **(enter the trade being solicited, paving, hauling etc.)**

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*
RW Harris Inc	1106 Wise Road Irmo, SC 29063 800-537-9796	N/A	email / phone

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes.

This Bond is Executed on June 2, 20 22.

The name of the PRINCIPAL is The Harper Corporation - General Contractors

The name of the SURETY is Federal Insurance Company

Pender County Utilities is the OWNER

The amount of the Bond is Five Percent of the Amount Bid

(Dollars) ($ (5%))

KNOW ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

SCOTTS HILL WATER AND SEWER DISTRICT
ELEVATED TANK AND WELLS PROJECT

NOW, THEREFORE

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein state.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of time within the OWNER may accept such Bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal Secretary)
(SEAL)

The Harper Corporation - General Contractors
Principal

BY: _____(3)

35 W. Court Street, Suite 400
(Address)
Greenville, SC 29601-2187

Witness as to Principal Jessica M Hattiwanger

312 E Coffee Street
(Address)
Greenville, SC 29601

Federal Insurance Company
Surety Jacqueline Hampton, Attorney-in-Fact

202B Hall's Mill Road
(Address)
Whitehouse Station, NJ 08889

ATTEST:

N.C. Resident Agent
(SEAL) Jacqueline Hampton

Witness as to Surety Jennifer C. Hoehn, Witness

6100 Fairview Road, Suite 800
(Address)
Charlotte, NC 28210

(1) Correct name of contractor
(2) A Corporation, a Partnership or an Individual, as the case may be
(3) If contractor is a Partnership, all partners should execute bond

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Donna K. Ashley, Jacqueline Hampton, Jennifer C. Hoehn, John D. Leak III, J. David Pollack, Jr., William J. Quinn, Angela D. Ramsey and G. Timothy Wilkerson of Charlotte, North Carolina ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10th day of **December, 2019.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEYr
County of Hunterdon ss.

On this 10th day of **December, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 2, 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

HARPCOR-01 LEEANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Furman Co., Insurance Agency LLC 703 E. North St. Suite A Greenville, SC 29601	CONTACT NAME: PHONE (A/C, No, Ext): (864) 242-5151 FAX (A/C, No): (864) 233-4723 E-MAIL ADDRESS: insurance@furmanco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Specialty Ins Co	21199
INSURED The Harper Corporation - General Contractor 35 West Court Street Suite 400 Greenville, SC 29607	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			PDCPP0033102	7/24/2021	7/24/2022	Per Occ/$50,000 Ded	3,000,000
A	Pollution Liability			PDCPP0033102	7/24/2021	7/24/2022	Per Occ/$50,000 Ded	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Pender Elevated Tank and Wells

CERTIFICATE HOLDER

Pender County
605 East Fremont Street
Burgaw, NC 28425

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 1-205-581-3330 Edgewood Partners Insurance Center (EPIC) [Alabama Branch - Branch ID 15491] 2720 3rd Avenue South Suite 100 Birmingham, AL 35233	CONTACT NAME: Brandy Johnson PHONE (A/C, No, Ext): 205-581-3351 FAX (A/C, No): E-MAIL ADDRESS: brandy.johnson@epicbrokers.com
INSURED The Harper Corporation - General Contractors 35 West Court Street, Suite 400 Greenville, SC 29601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: NATIONAL UNION FIRE INS CO OF PITTS — 19445 INSURER B: CONTINENTAL INS CO — 35289 INSURER C: NEW HAMPSHIRE INS CO — 23841 INSURER D: ASPEN AMER INS CO — 43460 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 65627777 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GL3561382	08/01/21	08/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA3326194	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	CUE 6079367163	08/01/21	08/01/22	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC13588166	08/01/21	08/01/22	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Builder's Risk			IM00DYQ21	09/30/21	08/01/22	Project Limit	25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached 2nd page

CERTIFICATE HOLDER

Pender County
605 East Fremont St
Burgaw, NC 28425
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/27/2022

NAME OF INSURED: The Harper Corporation - General Contractors

Additional Description of Operations/Remarks from Page 1:

Certificate holder is named as additional insured as respects to General Liability and Auto Liability (on a primary and non-contributory basis) as required by written contract;
GL additional insured endorsement includes ongoing and completed ops;
Waiver of subrogation is issued in favor of certificate holder as respects to General Liability, Auto Liability and Workers Compensation (WC NA in KY, NH, & NJ), as required by written contract;
Excess is follow form over general liability, auto liability and employers liability;
All policies contain a 30 day notice of cancellation (10 for non-pay) subject to policy terms and conditions.
General Liability includes XCU.
Work Comp includes Alternate Employer Endorsement (NA in AK).
Certificate holder is named as additional named insured in regards to builders risk coverage where required by written contract.

Additional Information:

License Year

2022

License No.

3146

North Carolina

Licensing Board for General Contractors

This is to Certify That:

The Harper Corporation-General Contractors

Greenville, SC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: PU(Water Lines & Sewer Lines); PU(Water Pur. & Sewage Disp.)

until

December 31, 2022

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

March 01, 2022

This certificate may not be altered.

Chairman

Secretary-Treasurer

Contractor's Corporate Resolution

WHEREAS, the Harper Corporation, General Contractors desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): David P. Wise, President, Bryan S. Royal, Vice President, Matthew Johnson, Vice President, James Medders, Vice President, Hootie Solesbee, Vice President. The foregoing signing and authority granted shall include, but shall not be limited to, contracts, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of The Harper Corporation, General Contractors, a corporation duly formed pursuant to the laws of the state of South Carolina and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 26th day of May, 2022.

John M. Harper, IV, Secretary

THE HARPER CORP-GENERAL CONTRACTORS
CORPORATE
SEAL
SOUTH CAROLINA

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	October 17, 2022
SUBJECT:	SUP 2022-32: Special Use Permit Request for a Telecommunications Facility Including a 300' Tower on New Road in the Burgaw Township

SUMMARY:
ETS Construction, LLC, applicant, on behalf of Rebecca McGowan and Melissa Corbett, owners, is requesting approval of a Special Use Permit for the construction of a telecommunications facility that consists of a 300’ self-supporting lattice tower, 50-kilowatt generator and 500-gallon liquid petroleum tank. The subject property is located on the southwest corner of the intersection of New Road and Interstate 40 in the Burgaw township, approximately one tenth of a mile east of the Village of St. Helena. The proposed project site may further be identified by Pender County PIN 3247-08-8992-0000.

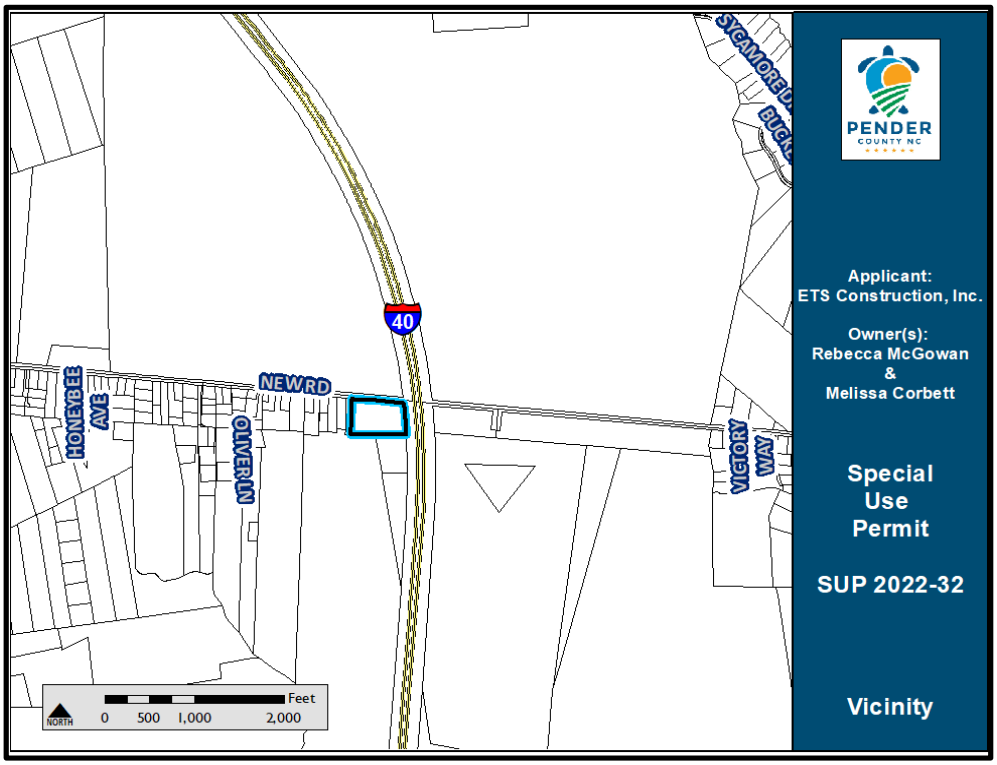
ACTION REQUESTED:
To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:
1. Staff Report
2. Application and Narrative
3. Site Plan
4. SUP Approval and Revocation Procedures
5. Applicable UDO Sections
6. Signed Purchase Contract

STAFF REPORT FOR SUP 2022-32
SPECIAL USE PERMIT APPLICATION
Prepared by Greg Feldman, Current Planner

APPLICATION SUMMARY	
Case Number	SUP 2022-32
Hearing Dates	October 17, 2022 Board of Commissioners
Applicant	ETS Construction, Inc
Property Owner(s)	Rebecca C. McGowan & Melissa A. Corbett
Parcel Identification Number	Portion of 3247-08-8992-0000
Acreage	5.2
Township	Burgaw
Zoning District	RP, Residential Performance
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL
ETS Construction, LLC, applicant, on behalf of Rebecca McGowan and Melissa Corbett, owners, is requesting approval of a Special Use Permit for the construction of a telecommunications tower and facility that consists of a 300' self-supporting lattice tower, 50-kilowatt generator and 500-gallon liquid petroleum tank.
LOCATION
The subject property is located on the south side of New Road immediately west of Interstate 40 in the Burgaw township, approximately one tenth of a mile east of the corporate limits of the Village of St. Helena. The proposed project site may further be identified by Pender County PIN 3247-08-8992-0000.



Above: Vicinity Map

SPECIAL USE PERMIT PROPOSAL

The applicant is seeking to obtain a Special Use Permit to construct a telecommunication facility including a 300' tower, 15' lightning rod with associated equipment on an approximate 5-acre piece of land. The proposed development is located on the southwest corner of New Road and Interstate 40 about one tenth of a mile east of Burgaw.

Below: Aerial Map



The applicant has also submitted a Major Site Development Application, which is currently in the process of being reviewed by Pender County's Technical Review Committee (TRC).

Prior to issuance of final zoning approval, the site development plan must be approved in accordance with all applicable provisions of the Pender County Unified Development Ordinance. The site development plan shall be reviewed by members of the Pender County Technical Review Committee (TRC). Furthermore, the proposal is subject to all other applicable federal, state, and local permits and approvals.

Hours of Operation
According to the applicant, the passive facility is unstaffed and would have no hours of operation.

Access
The site is proposed to be accessed from NC HWY 53 East, an NCDOT State-maintained highway, as classified by the NCDOT Functional Classification Map.

Traffic
The Pender County UDO requires a Traffic Impact Analysis when a development generates more than 100 trips in the morning or evening peak hours and over 1,000 trips per day. As proposed, this development would not require a TIA as it is an unstaffed site with no daily traffic. Traffic standards will be further evaluated during the major site review process to ensure compliance with the UDO.

Parking
As the site will be unstaffed, no parking minimum will be required.

Landscaping and Buffers
All landscape and buffers are to be approved in accordance with Article 8, Landscaping and Buffering and Section 5.3.12.F.2.G., Miscellaneous Uses, Telecommunication Facilities, of the Pender County Unified Development Ordinance.

Required Buffers	
Buffer Type	**Location of Buffer**
Type C	Along the perimeter of leased lot or parcel

Signage
Any signage required by federal, state, and local agencies will be reviewed for compliance during the site development plan review process.

Utilities
The applicant has indicated that Duke or Four County will provide electrical service to the site. No other utilities are required as the site will be a passive unstaffed use.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does contain Special Flood Hazard Areas[1]. The project site has been positioned so it is outside of the AE zone to the south.
Wetlands	Portions of the subject property contain characteristics of wetlands[2, 3]. The location of any wetlands will be verified during the site development plan review process, and any development within these wetlands is subject to review and approval from the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

PUBLIC NOTICE

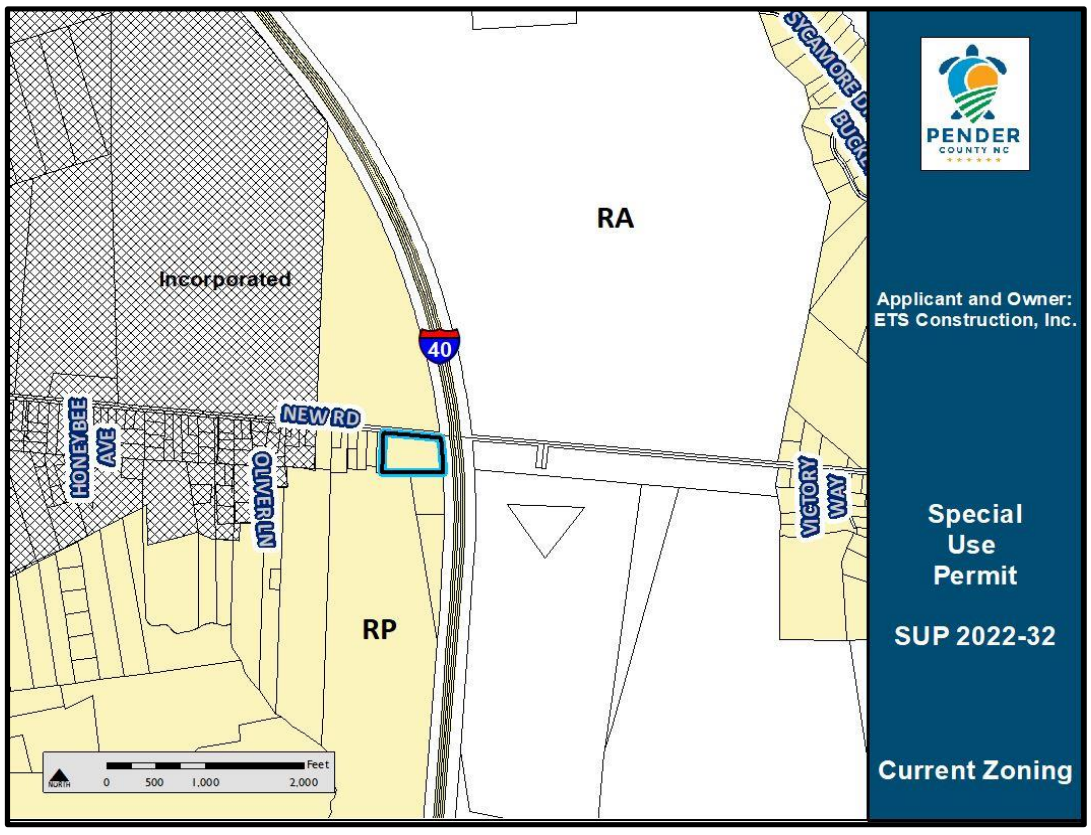
Public Notice for the Special Use Permit request has been advertised in the Pender-Topsail Post and Voice. In addition, all adjacent property owners within 500' of the proposed development have been given written notice of this request, and a public notice sign has been placed on the subject site.

EVALUATION

Basis for Granting SUP

Approval and revocation procedures for Special Use Permits are located in Sections 3.12.3 and 3.12.4 of the Pender County Unified Development Ordinance. These sections are provided as Attachment 1.

Below: Zoning Map of the Area



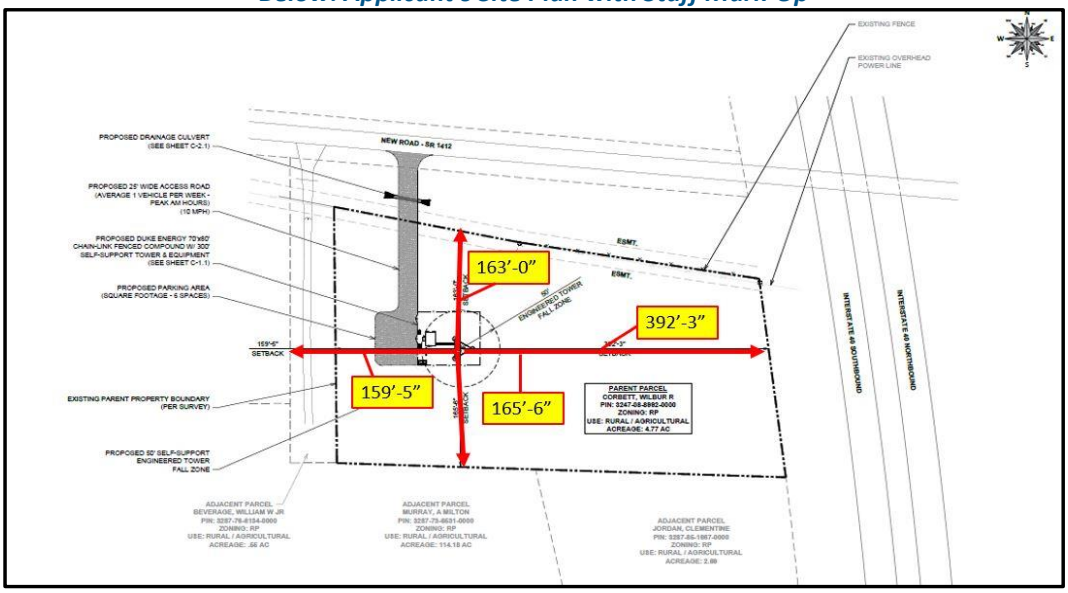
Unified Development Ordinance Compliance

The subject property is zoned RP, Residential Performance zoning district. The Residential Performance District is intended to allow a variety of residential uses and densities and also limited commercial activities as well as agritourism. Existing or new agricultural and farm uses shall be allowed on undeveloped land prior to development.

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 44-45 RETAIL TRADE											
Telecommunication Facilities		SD	**SD**			SD	SD	SD	SD	SD	

According to Section 5.3.12 of the Pender County Unified Development Ordinance (UDO), the Board of Commissioners, through the Special Use Permit public hearing, may reduce the minimum distance required above on finding that a lesser distance will not be injurious to properties or improvements in the affected area, but in no case may the minimum distance be reduced to less than that equal to 50% of the tower's height, or 50 feet, nor less than the minimum required setback depth applicable in the zoning district in which the tower is located. As proposed, the applicant is seeking a reduction of the required 300'setback from the north, south, and west property lines. The applicant's submitted site plan with staff mark-up is included below with the proposed setbacks and the additional standards for freestanding telecommunication towers from section 5.3.12 are provided in the board's packet as Attachment 2.

Below: Applicant's Site Plan with Staff Mark-Up

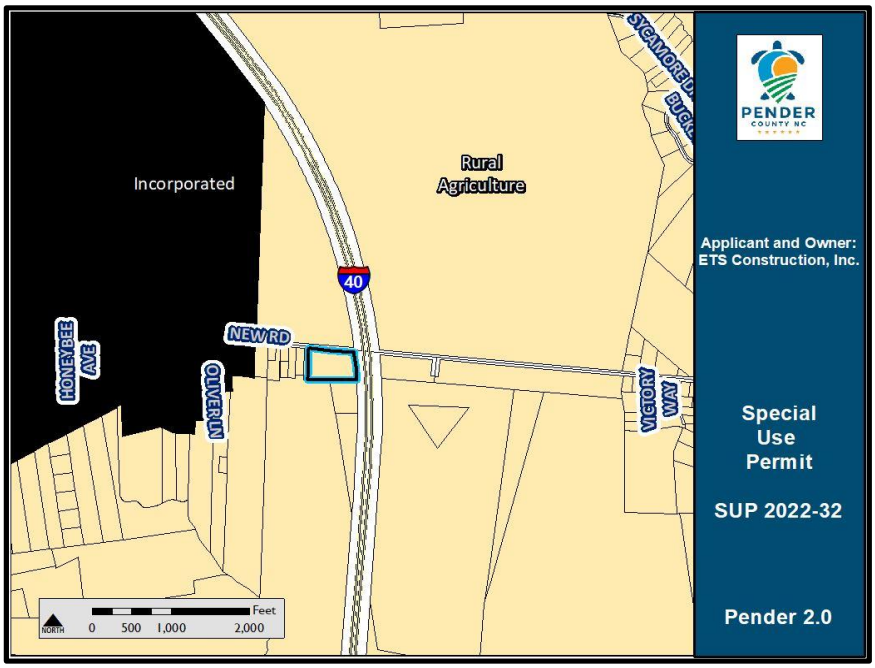


CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Undeveloped	RP, Residential Performance
East	Single Family Residential, Undeveloped	RP, Residential Performance
South	Undeveloped	RP, Residential Performance
West	Undeveloped	RA, Rural Agricultural

Pender County 2.0: Comprehensive Land Use Plan Compliance
The subject property is classified as Rural Agriculture in the Pender County 2.0: Comprehensive Land Use Plan. The Rural Agriculture future land use classification supports and protects Pender County's agricultural areas, an essential part of the County's economy and agricultural heritage. Agriculture uses are highly encouraged, as consideration should be given to the preservation of prime farmland soils for continued prosperity of farming and forestry operations. In addition to agriculture, very low-density single family residential development (conventional-built and manufactured) are appropriate in these areas.

Furthermore, commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents. The proposed use is consistent with Rural Agriculture future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it has the potential to provide a resource to nearby residents. The project could increase cell phone coverage in more rural and sparsely populated areas of the county and increase public safety by providing greater access to emergency services.

Below: Future Land Use Map of the Area



In addition to the proposal's consistency with the Future Land Use Map, the proposed Special Use Permit is also consistent with the following goals, objectives, and policies within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.K: Commercial Development:** The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.
>
> **Policy 5.1.FF: Rural Non-Residential Uses:** The County shall continue to accommodate limited non-residential uses in rural areas.

The proposed commercial use is consistent with the above policies because it can provide electrical services to residents and visitors, with very minimal impacts on traffic. The proposal was not found to conflict with any goal, objective, or policy within the Pender 2.0 Comprehensive Land Use Plan.

PROPOSED CONDITIONS

Conditions to Consider in Issuing a Special Use Permit for this Project

1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. The obligations imposed by this permit will be the responsibility of the property owner and shall continue in effect for the duration of this permit.
3. The applicant shall meet all other local, state, and federal regulations.
4. Any violations of the conditions of this permit, confirmed by the Zoning Administrator shall result in this permit becoming void, if not corrected within 30 days of receipt of the notice of violation.
5. Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant.

Pender County
Planning and Community Development

805 S. Walker Street
PO Box 1519
Burgaw, NC 28425

Phone: 910-259-1202
Fax: 910-259-1295
www.pendercountync.gov

Special Use Permit Submission

Applications will be considered for the Board of County Commissioners hearing and reviewed by Staff only when deemed complete. The application will be regarded as incomplete until the following items are received by the Planning and Community Development Staff.

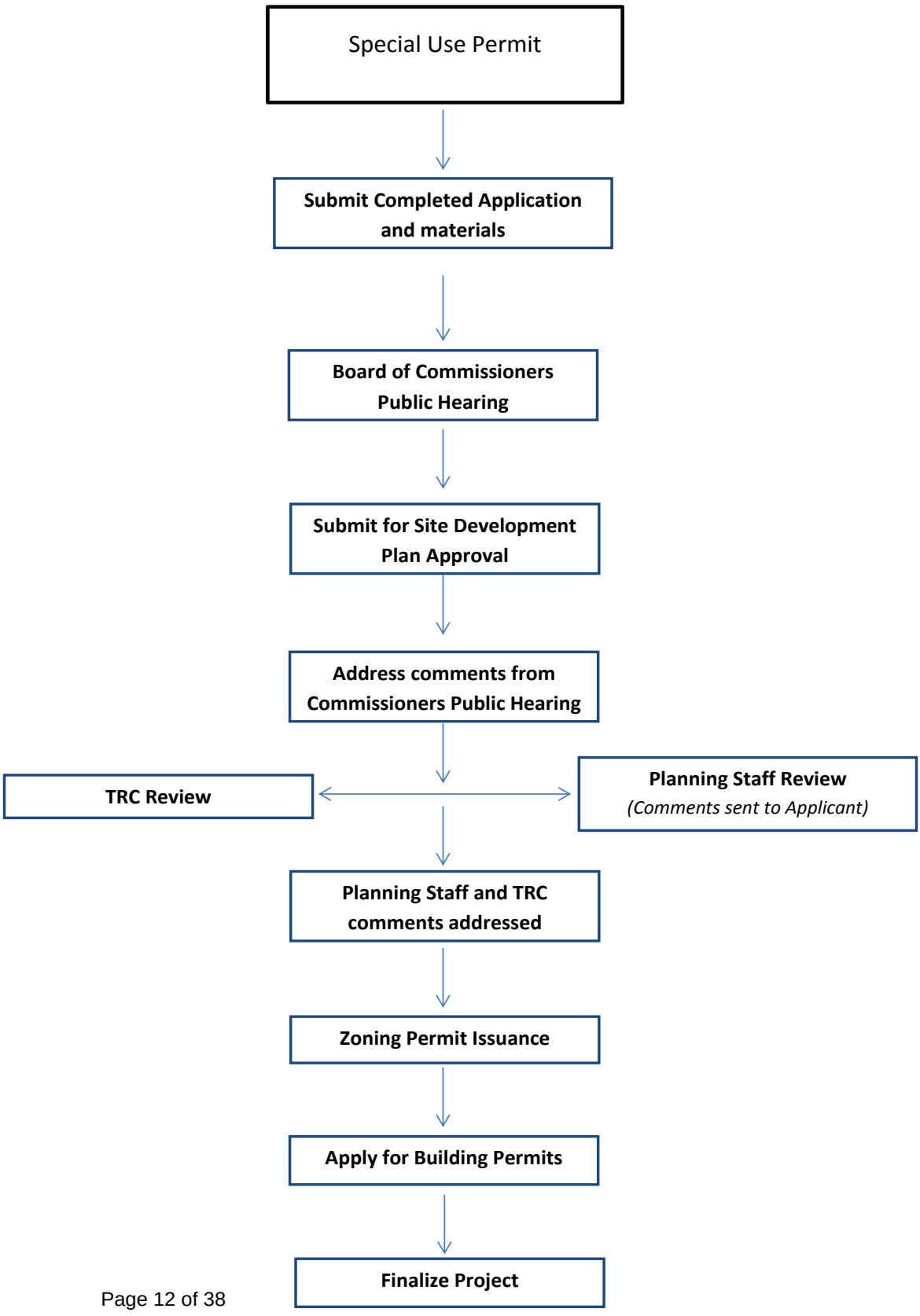
1. __X___ **Pre-submittal Meeting**
   Date of Meeting _TRC-6-2-2022
2. __X___ **Signed Application**
3. __X___ **Payment**
   $300 for the first 5 acres; $10 per acre over 5 acres of the project area
4. __X___ **Site Plan**
   All Site Plans submitted must be in accordance with Section 3.12.2 of the Unified Development Ordinance.
5. __X___ **Digital Submission**
   For all documents submitted in paper copy, bring a digital copy with paper submission.
6. __X___ **Adjacent Property List**
   The applicant shall provide to the Administrator a list of names and addresses of the owners of all properties located within 500-feet of the perimeter of the project bounds along of the property under consideration.
7. __X___ **Adjacent Property Envelopes**
   The applicant shall provide one (1) set of #10 envelopes with typed addresses to each person on the owners of all properties located within 500-feet of the perimeter of the project bounds and accompanied with the required amount for first class postage.
8. __X___ **Project Narrative**
   A description of the proposed Special Use Permit including response to the standards set forth in Section 3.12.3.G of the Unified Development Ordinance.

I certify that all information presented in this application is accurate to the best of my knowledge.

Signature of Applicant _____ Date September 1, 2022

Printed Name ETS Construction, Inc. / J. Eric Dickerson
On behalf of Duke Energy Progress, LLC
Project Developer

Staff Initials: _____
Date: _____


Special Use Permit
Submit Completed Application and materials
Board of Commissioners Public Hearing
Submit for Site Development Plan Approval
Address comments from Commissioners Public Hearing
TRC Review
Planning Staff Review
(Comments sent to Applicant)
Planning Staff and TRC comments addressed
Zoning Permit Issuance
Apply for Building Permits
Finalize Project

		Agenda Deadline	Meeting Date
BOCC	January	12.6.19	1.21.20
	February	1.3.20	2.18.20
	March	2.7.20	3.16.20
	April	3.6.20	4.20.20
	May	4.3.20	5.18.20
	June	5.1.20	6.15.20
	July	6.5.20	7.6.20
	August	6.26.20	8.17.20
	September	8.7.20	9.21.20
	October	8.28.20	10.19.20
	November	10.2.20	11.16.20
	December	11.6.20	12.7.20

Complete Application Date: All documents must be received by 12PM on the deadline date to be considered a complete application.

Special Use Permit Specific Requirements

1. Project Narrative--Written description of the project (max of 3 pages) including the following:

- Location of the project and type of access to project site
- Detailed description of the activities to be undertaken on the site, including hrs. of operation, # of employees, etc.
- Description of all construction activities to be undertaken on the site
- Describe type of utilities that will serve project and status of approval from applicable providers
- List of all state and federal permits that will be required for the project
- Applicant must specifically address the 8 written findings for Special Use Permit approval which are identified on page 1 of this application and in the Pender County Unified Development Ordinance (Section 3.12.3.G.). Describe any potential impacts the project will have on the community or adjacent properties such as traffic, noise, etc. and explain efforts to mitigate these impacts. The applicant may also wish to describe any positive benefits the project will provide for the community and/or neighbors of the project.

2. Project Map(s)--Map or maps of the special use project site with boundaries of the project if less than the parcel boundaries. This map or maps shall be drawn to a readable scale. The scale shall be not more than 200' to the inch. The map shall display an accurate bar graph scale, date prepared, north arrow and the author of the map. This map(s) shall show the following:

- Structures. Location of all structures within fifty (50) feet of the property; location and depth, if known, of any existing utility lines in the property or along any adjacent road.
- Location of property boundaries, location of any easements for utility lines or passage which cross or occupy any portion of the property for proposed lines;
- Name, address, tax map number, acreage, zoning, township and means of access to the site (road or recorded access easement);
- Location and status of utilities: water, sewer, well, septic system, method of solid waste disposal, electrical service and natural gas if available;
- Existing topography and all proposed changes. Include calculations to show total acreage of area to be graded or disturbed;
- Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
- Existing and proposed structures and on-site improvements;
- Existing and proposed fencing, vegetative screening and buffering;
- Existing and proposed signs, lighting, landscaping, walks, parking and drives;
- Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

Pender County
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Burgaw, NC 28425

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SPECIAL USE PERMIT APPLICATION

GENERAL

1. An applicant shall be required to schedule a pre-submittal meeting with the Administrator at least thirty (30) days prior to submission of an application.
2. Any information the applicant wishes to submit to assist in making the above findings may be included as part of the Project Narrative or as a supplement labeled "Support Information-Required Findings" (max. 1 page).
3. Where construction, location or relocation is proposed to be done upon a residence, place of business or place of public assembly, no permit required for electrical, plumbing, heating, air conditioning or other construction, *location or relocation activity under any provision of general or special law* shall be issued until an authorization for wastewater system construction has been issued under G.S. 130A-336 or authorization has been obtained under G.S. 130A-337(c).

APPROVAL STANDARDS

The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3. The proposed use shall not constitute a nuisance or hazard;
4. The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5. Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8. The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	**SUP**	**Date**	
Application Fee	**$**	**Invoice Number**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

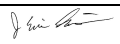
Applicant's Name:	ETS Construction, LLC	**Owner's Name:**	Duke Energy Progress, LLC (purchaser)
Applicant's Address:	3227 Wellington Ct	**Owner's Address:**	526 South Church Street, Data & Document Management, ECII-05
City, State, & Zip	Raleigh, NC 27516	**City, State, & Zip**	Charlotte, NC 28202
Phone Number:	919-782-2710	**Phone Number:**	(704) 281-7398
Email Address:	eric.dickerson@ets-pllc.com casey.wood@ets-pllc.com	**Email Address:**	david.fulmer@duke-energy.com

Legal relationship of applicant to landowner: Applicant is agent of Duke Energy Progress, LLC

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3247-08-8992-0000	**Total property acreage:**	512 acres
Zoning Classification:	RP	**Acreage to be disturbed:**	4.77 acres
Water Provider:	Town of Burgaw	**Wastewater Provider:**	Town of Burgaw
Project Address:	New Road, Burgaw, NC 28425	**NAICS Code:**	
Description of Project Location:	B/S 1412 4 MI S Burgaw & I40		
Describe activities to be undertaken on project site:	Provide a new 300' SST, and 50kW generator with 500-gallon LP tank.		

SECTION 3: SIGNATURES

Applicant's Signature		**Date:**	9-1-2022
Applicant's Printed Name:	ETS Construction, LLC / James E. Dickerson	**Date:**	9-1-2022
Owner's Signature		**Date:**	9-1-2022
Owner's Printed Name:	Duke Energy Progress, LLC, by David Fulmer, P.E.	**Date:**	9-1-2022

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review the required findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

APPLICATION FOR SPECIAL USE PERMIT

THIS SECTION FOR OFFICE USE			
Application No.	**SUP**	**Date**	
Application Fee	**$**	**Invoice Number**	
Pre-Application Conference		**Hearing Date**	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	ETS Construction, LLC	**Owner's Name:**	Duke Energy Progress, LLC (purchaser)
Applicant's Address:	3227 Wellington Ct	**Owner's Address:**	526 South Church Street, Data & Document Management, ECII-05
City, State, & Zip	Raleigh, NC 27516	**City, State, & Zip**	Charlotte, NC 28202
Phone Number:	919-782-2710	**Phone Number:**	(704) 281-7398
Email Address:	eric.dickerson@ets-pllc.com casey.wood@ets-pllc.com	**Email Address:**	david.fulmer@duke-energy.com

Legal relationship of applicant to landowner: Applicant is agent of Duke Energy Progress, LLC

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3247-08-8992-0000	**Total property acreage:**	512 acres
Zoning Classification:	RA	**Acreage to be disturbed:**	4.77 acres
Water Provider:	Town of Burgaw	**Wastewater Provider:**	Town of Burgaw
Project Address:	New Road, Burgaw, NC 28425	**NAICS Code:**	
Description of Project Location:	B/S 1412 4 MI S Burgaw & I40		
Describe activities to be undertaken on project site:	Provide a new 300' SST, and 50kW generator with 500-gallon LP tank.		

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NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Special Use Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Board of Commissioners or other authorized person agrees to table or delay the hearing.
4. Applicant may wish to review [illegible] findings for approval of a Special Use Permit found on page 1 of this application
5. **Permit will become void after 12 months if a final zoning permit is not obtained, unless specifically requested at the time of public hearing.**

Office Use Only						
☐ **$ 300 for the first 5 acres; $10 per acre over 5 acres of the project area**					**Total Fee Calculation: $**	
					Application#:	
					Date of Hearing:	
Attachments Included with Application: (Please include # of copies)						
CD /other digital version	☐ Y ☐ N	Plan Sets	# of large	# of 11X17	Other documents/Reports	☐ Y ☐ N
Payment Method:	**Cash :** ☐ **$_____**		**Credit Card:** ☐ Master Card ☐ Visa		**Check:** ☐ Check # _____	
Application received by:					Date:	
Application completeness approved by:					Date:	

ENGINEERED
TOWER SOLUTIONS

PROJECT NARRATIVE
BURGAW MW

ETS is applying for a Special Use Permit (SUP) for the installation of a 300' self-support tower, on behalf of Duke Energy, located on New Road (property identification number of 3247-08-8992-0000) in the town of Burgaw (Pender County).

There will be approximately 4-8 construction personnel on site throughout the duration of this project. Hours of operation will be approximately 7am to 7pm; weather and daylight depending. Currently, pending any changes that may arise throughout the duration of the project, ETS plans to complete the project within 2 months of the start date.

Below is ETSs response to Pender County UDO Section 3.12.3.G subsections 1-8.

Section 3.12.3

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written finds that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;

   ETS Response: SUP application is made for a 300' telecommunications tower to aid in public utility.

2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;

   ETS Response: This tower will be installed within a fenced in Duke Energy owned compound and will help aid in public utility. The tower itself well be self-contained and off the road and have no direct impact to the adjoining land.

3) The proposed use shall not constitute a nuisance or hazard;

   ETS Response: Plans have been drawn to meet the requirements of the county to ensure there are no hazards due to the installation of the tower. The plans have been stamped and signed by a professional engineer. Due to the towers location and function no nuisance should be encountered due to the new tower.

4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners;

   ETS Response: The requested use is in conformity with the Pender County Land Use Plan and other official plans, or policies adopted by the Board of County Commissioners.

5) Adequate utilities, access roads, drainage, sanitation, or other necessary facilities have been or are being provided;

ETS Response: Duke Energy will be providing electricity to the site. ETS will be providing porta jons during the construction portion of this project. All permanent aspects of the site were addressed in the planning phases of the site and meet all regulations and standards.

6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;

   ETS Response: The installation of this tower will not cause congestion on public roads. All construction vehicles and equipment will be parked at the tower site and not on public roads. This will be an unmanned tower site that will not require any employees to need additional parking space post installation. There is an existing access road, so there will be no impact to normal traffic during any part of construction or through use.

7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located;

   ETS Response: This tower will be designed to conform to the applicable regulations of the district in which it is located.

8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

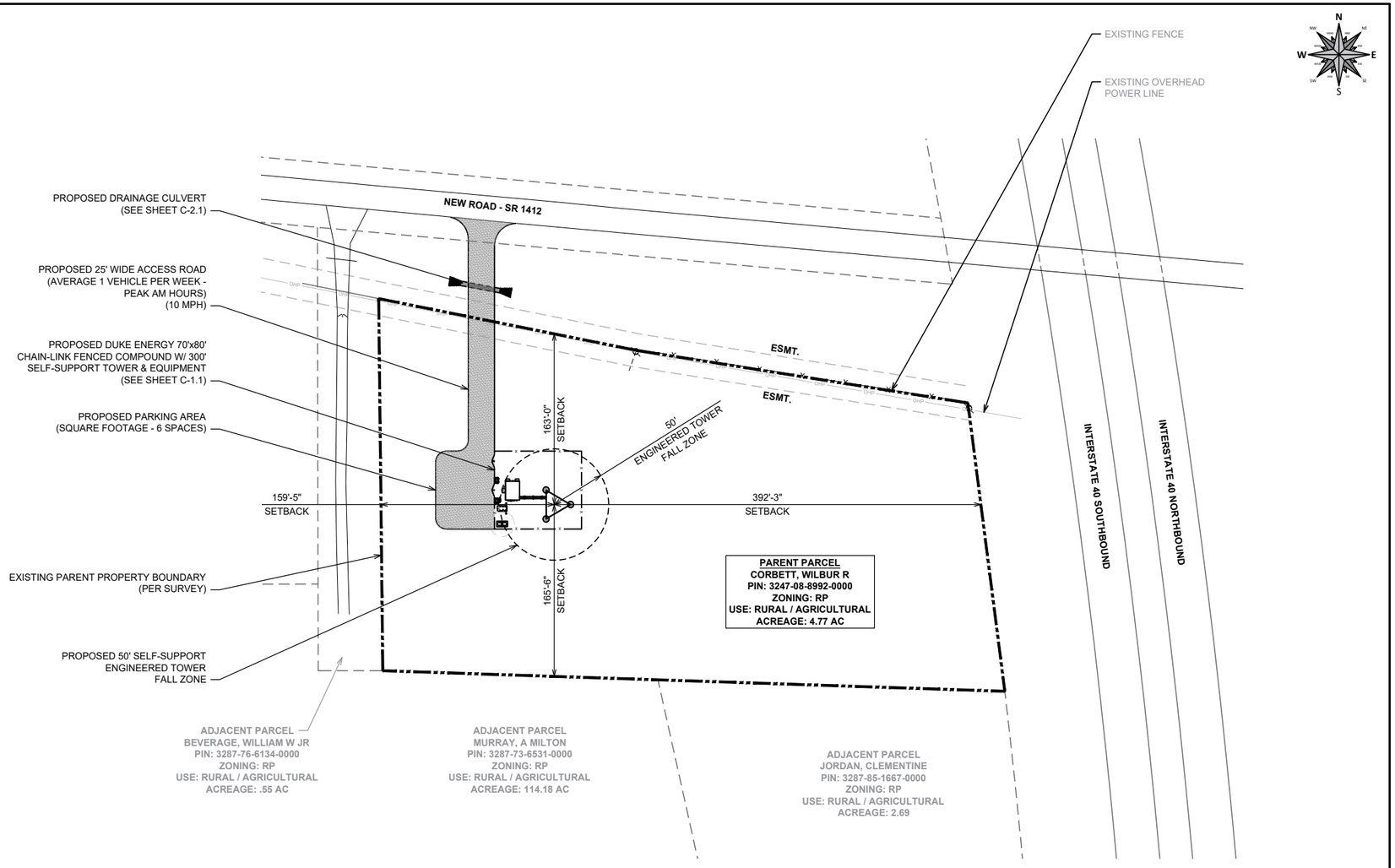
   ETS Response: This tower location is designed to satisfy the space requirements of it's use and has an appropriate fall zone that complies with Pender County regulations.

If you have any further questions, please contact Eric Dickerson with Engineered Tower Solutions at (919) 280-4191 or eric.dickerson@ets-pllc.com.

Sincerely,



J. Eric Dickerson, E.I., CWI, GC
Executive Vice President
Engineered Tower Solutions, PLLC



TOWER SETBACKS

PROPERTY BOUNDARY LINE	DISTANCE
NORTH	163'-0"
EAST	392'-3"
SOUTH	165'-6"
WEST	159'-5"

NOTES

1. SITE PLAN BASED ON SURVEY PROVIDED BY: POINT TO POINT LAND SURVEYORS, DATED: 05/24/2022
2. ALL INFORMATION SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. CONTRACTOR TO VERIFY THAT ALL EXISTING INFORMATION IS AS INDICATED ON THE SITE PLAN, AND NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES. ALL PERTINENT ITEMS AND DIMENSIONS ARE RECOMMENDED TO BE VERIFIED IN THE FIELD. ENGINEERED TOWER SOLUTIONS, PLLC IS NOT LIABLE AND DOES NOT ASSUME RESPONSIBILITY FOR THIS CONTENT.
3. EXISTING VEGETATION WILL BE UTILIZED TO ACHIEVE PENDER COUNTY REQUIRED BUFFER.

OVERALL SITE PLAN

1" = 100'-0"

PREPARED BY:

ENGINEERED TOWER SOLUTIONS
3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY®

SITE NAME:

BURGAW MW

SITE ADDRESS:
NEW ROAD
BURGAW, NC 28425

LATITUDE/LONGITUDE:
34.503244°, -77.878897°

SEAL: FIRM #: P-1016

NORTH CAROLINA PROFESSIONAL SEAL 027825 ENGINEER CHRISTOPHER G. PLY

06/17/2022

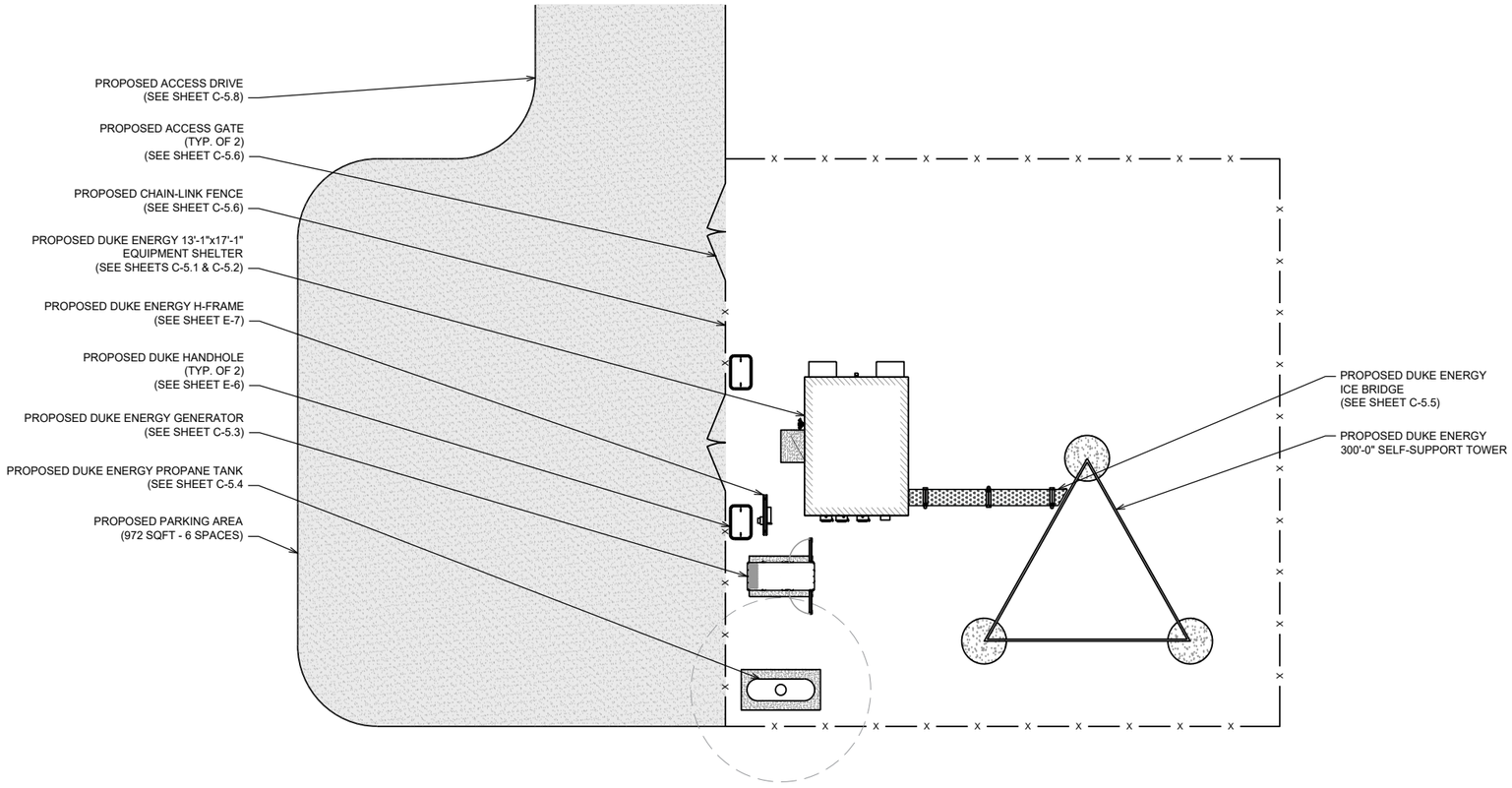
REV	DATE	DETAILS
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1	06/17/2022	REV. CONSTRUCTION
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DRAWN BY: MT | CHECKED BY: AD

SHEET TITLE:

OVERALL SITE PLAN

SHEET #: **C-1.1A** | CURRENT REV #: 1 | ETS #: 22100795



DETAILED SITE PLAN

1/16" = 1'-0"

PREPARED BY:

ENGINEERED TOWER SOLUTIONS

3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY®

SITE NAME:

BURGAW MW

SITE ADDRESS:
NEW ROAD
BURGAW, NC 28425

LATITUDE/LONGITUDE:
34.503244°, -77.878697°

SEAL:

FIRM #: P-1016

NORTH CAROLINA PROFESSIONAL SEAL 027825 ENGINEER CHRISTOPHER G. PLY

06/07/2022

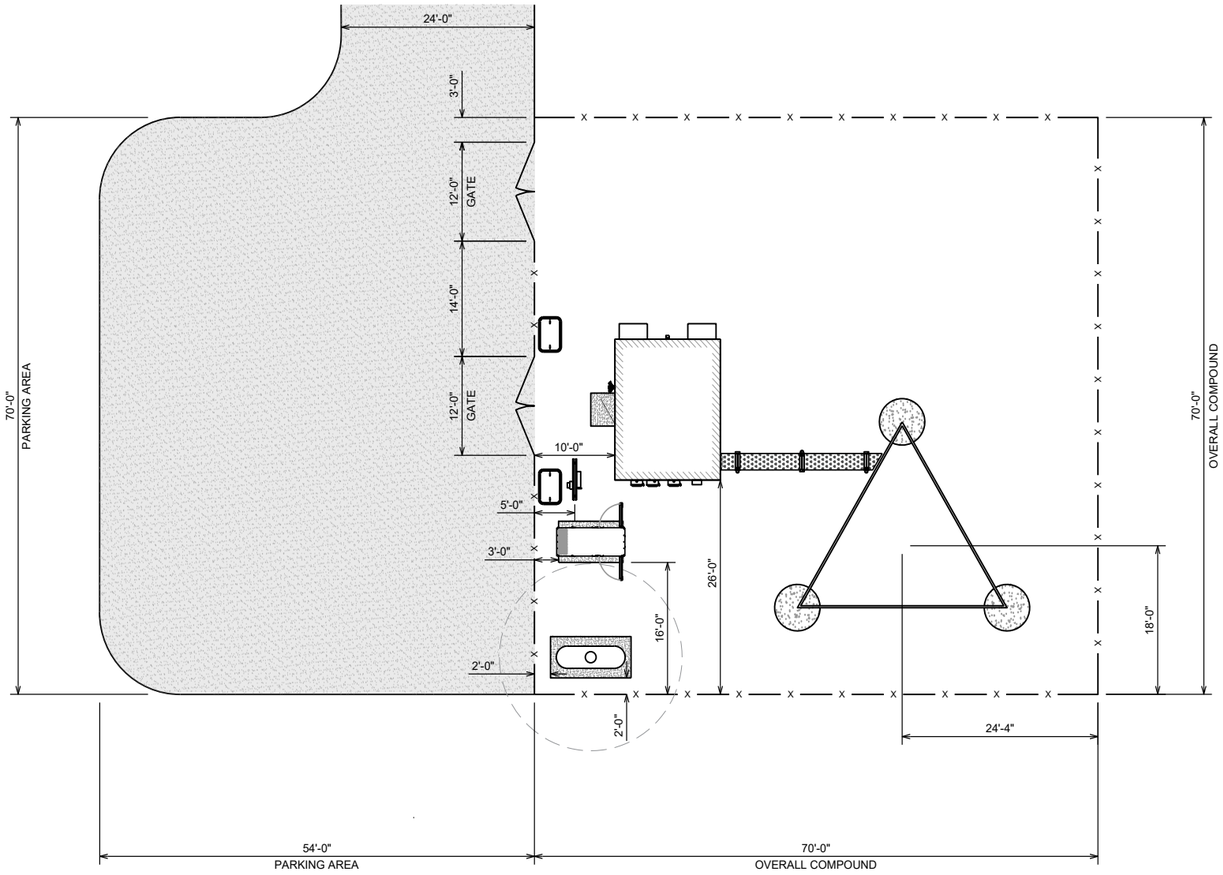
REV	DATE	DETAILS
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DRAWN BY: MT | CHECKED BY: AD

SHEET TITLE:

DETAILED SITE PLAN

SHEET # **C-1.2** | CURRENT REV #: **0** | ETS #: 22100795



DIMENSIONED SITE PLAN

1/16" = 1'-0"

PREPARED BY:

ENGINEERED TOWER SOLUTIONS

3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

PREPARED FOR:

DUKE ENERGY®

SITE NAME:

BURGAW MW

SITE ADDRESS:
NEW ROAD
BURGAW, NC 28425

LATITUDE/LONGITUDE:
34.503244°, -77.878697°

SEAL: FIRM #: P-1016

NORTH CAROLINA PROFESSIONAL SEAL 027825 ENGINEER CHRISTOPHER G. PLY

06/07/2022

REV	DATE	DETAILS
0	06/07/2022	CONSTRUCTION
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DRAWN BY: MT | CHECKED BY: AD

SHEET TITLE:

DIMENSIONED SITE PLAN

SHEET # **C-1.3** | CURRENT REV #: **0** | ETS #: 22100795

7) Existing and proposed streams, drainage ways, ponds, lagoons, wetlands, flood plains, berms, etc.
8) Existing and proposed structures and on-site improvements;
9) Existing and proposed fencing, vegetative screening and buffering;
10) Existing and proposed signs, lighting, landscaping, walks, parking and drives;
11) Detail any expected impact to the community, such as; traffic, noise, vibration, glare, odor, dust, etc. and the method being used to lessen these impacts.

3.12.3 Procedures for Reviewing Applications

A. The special uses, as specified in the various districts, may be established only after review and approval by the Board of Commissioners.

B. The Board of County Commissioners, acting in a quasi-judicial manner and setting, shall hear evidence from the applicant and any interested members of the public.

C. The Board of Commissioners shall hold a public hearing on the application for a Special Use Permit within sixty (60) days after the completed application is filed.

D. The Administrator shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than ten (10) nor more than twenty-five (25) days before the date fixed for the hearing.

E. All Special Use Permit applications must be presented to the Administrator for a determination of completeness.

F. An appeal from a completeness determination may be made to the Board of Adjustment within twenty (20) days of the determination.

G. The Board of Commissioners shall approve, modify, or deny the application for a Special Use Permit. In approving a Special Use Permit, the Board of Commissioners, with due regard to the nature and state of all adjacent structures and uses in the district within same is located, shall make written findings that the following are fulfilled:

1) The use requested is listed among the special uses in the district for which application is made, or is similar in character to those listed in that district;
2) The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor adversely affect the safety, health, morals, or welfare of the community or of the immediate neighbors of the property;
3) The proposed use shall not constitute a nuisance or hazard;
4) The requested use will be in conformity with the Pender County Land Use Plan and other official plans or policies adopted by the Board of County Commissioners;
5) Adequate utilities, access roads, drainage, sanitation or other necessary facilities have been or are being provided;
6) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize the traffic congestion in the public roads;
7) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located; and
8) The proposed use shall not adversely affect surrounding uses and shall be placed on a lot of sufficient size to satisfy the space requirements of said use.

3.12.4 General Provisions Concerning Special Use Permits

A. Compliance With Other Codes - Granting of a Special Use Permit does not exempt the applicant from complying with all of the requirements of building codes and other Ordinances.

B. Revocation - In any case where the Special Use Permit or the conditions of a Special Use Permit have not been or are not being complied with, the Administrator may initiate a notice of violation for the provisions of this Ordinance and the conditions of the Special Use Permit not in compliance or the Administrator, may initiate notice of a public hearing to consider revocation of the permit by the Board of Commissioners or both actions may be initiated. Procedures for notice of such hearing shall be the same as procedures for consideration of an initial application for a Special Use Permit and the permittee shall be notified. After a public hearing has been held, the Board of Commissioners may revoke the Special Use Permit upon finding any of the following:

1) That the approval was obtained by fraud.
2) That the use for which such approval was granted is not being executed.
3) That the use for which such approval was granted has ceased to exist or has been suspended for one year.
4) That the permit granted is being, or recently has been exercised contrary to the terms or conditions of such approval.
5) That the permit granted is in violation of an Ordinance or Statute.
6) That the use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

C. Expiration - Unless a request for additional time is granted or approved otherwise as a condition of the permit, a Special Use Permit shall expire and become void if final Zoning Approval has not been issued for the project within 24 months after the Notice of Approval of the Special Use Permit has been served on the applicant. The Administrator may provide one extension of the expiration date by no more than 6 months, for complex projects requiring major state or federal permits, upon receipt of a written request for such extension by the applicant detailing the reasons for delay in completion of the requirements for the Zoning Approval.

D. Duration of Special Use - Any conditions imposed on a special use authorized and exercised shall be perpetually binding upon the property unless expressly limited by the Special Use Permit or subsequently changed or amended by the Board of Commissioners after application to the Board of Commissioners and a public hearing.

E. Conditions and Guarantees - Prior to the granting of any special use, the Board of Commissioners may stipulate such conditions and restrictions upon the establishment, location, or construction, maintenance, and operation of the special use as it deems necessary for the protection of the public and to secure compliance with the standards and requirements specified in this Ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary to assure that conditions stipulated in connection therewith are being and will be complied with.

1) Such conditions may include a time limitation.
2) Conditions may be imposed which require that one or more things be done before the use requested can be initiated. For example, "that a solid board fence be erected around the site to a height of six (6) feet before the use requested is initiated".

Section 5.3.12.P-Q of the Pender County Unified Development Ordinance

P. Telecommunication Facilities

1) Co-located - Telecommunication antenna units that are attached to structures constructed for purposes other than supporting telecommunication equipment may be no taller than 30 feet or 30% of the structure's height. Co-located towers must comply with all relevant standards of this Article.

2) Freestanding - Freestanding telecommunication towers must comply with the following standards:

a) The minimum distance between the tower and an adjoining parcel of land that is residentially developed or is vacant and zoned Rural Agricultural, Residential Performance, Manufactured Home, General Business or Office & Institutional, or from an adjoining local road separating the tower site from such a parcel, must be equal to the tower's height, but not less than 50 feet, nor less than the minimum setback depth applicable in the zoning district. This provision does not apply in relationship to any nonconforming residential use or the residence of a caretaker or watchman accessory to a permitted non-residential use.

b) The Board of Commissioners, through the Special Use Permit public hearing, may reduce the minimum distance required above on finding that a lesser distance will not be injurious to properties or improvements in the affected area, but in no case may the minimum distance be reduced to less than that equal to 50% of the tower's height, or 50 feet, nor less than the minimum required setback depth applicable in the zoning district in which the tower is located.

c) The minimum distance between the tower and any other adjoining parcel of land or road must be equal to the minimum setback depth applicable in the zoning district, plus any additional distance necessary to ensure that the tower, as designed, will fall within the tower site.

d) The distances referred to above must be measured from the outside dimensions of the tower, not from the guy anchors.

e) If the tower is more than 100 feet high, but less than 180 feet high, it must be engineered and constructed to accommodate at least one additional telecommunication user. If the tower is at least 180 feet high, it must be engineered and constructed to accommodate at least 2 additional telecommunication users. Provision of co-location sites on other towers is encouraged wherever feasible.

f) The base of the tower and each guy anchor must be surrounded by a fence or wall at least 8 feet high, unless the tower and all guy anchors are mounted entirely on a structure over 8 feet high. Except for its entrances, the fence or wall must be screened with plant material so that no more than two-thirds of its surface is visible, within 3 years after its installation, from a public street or from any adjoining parcel of land that is residentially developed or is vacant and zoned Rural Agricultural, Residential Performance, Manufactured Home, General Business or Office & Institutional.

g) A buffer yard must be provided around the perimeter of the lease lot as in accordance with the requirements of Article 8, Landscaping & Buffering. A 40-foot-type C buffer yard is required along the inside perimeter of a leased lot or parcel for the utilization of telecommunication towers.

h) Radio, television, or other electromagnetic transmission or reception on other properties may not be disturbed or diminished.

i) The tower must meet the standards of the Federal Aviation Administration (FAA) for avoiding obstruction of navigable airspace and approaches to public airports (see Federal Aviation Regulations Part 77, as amended), and for marking and lighting structures to promote aviation safety (see FAA Advisory Circular 70/7460, as amended). Specifically, tower lighting must meet applicable FAA standards for either red obstruction lighting systems or dual lighting systems (red lighting for nighttime and medium-intensity flashing white lighting for daytime). If a tower is proposed to be located within 1,000 feet of a private use airport, the application must so indicate.

j) Output from the tower's antennas must meet the minimum standards of the Federal Communications Commission (FCC) relating to the environmental effects of radio frequency emissions.

3) Standards for Specific Zoning Districts

a) Residential Districts - Telecommunication towers in residential districts must comply with the following standards:

i) If the tower is more than 75 feet high, it must be located at least 1,500 feet from any other telecommunications tower greater than 75 feet high; provided, however, that this separation requirement does not apply from a tower if the applicant submits sufficient evidence to demonstrate that a reasonable effort to co-locate on that tower has been made, or that co-location on the tower will not technically satisfy the applicant's specific needs.

ii) Buildings associated with the tower may not be used as an employment center for any worker (This provision does not prohibit the periodic maintenance or monitoring of equipment and instruments).

b) Non-residential Districts - If the tower is more than 100 feet high, it must be located at least 1,000 feet from any other telecommunications tower greater than 100 feet high; provided, however, that this separation requirement does not apply from a tower if the applicant submits sufficient evidence to demonstrate that a reasonable effort to co-locate on that tower was made, or that co-location on the tower will not technically satisfy the applicant's specific needs.

Q. Telecommunication Facilities – Public Safety

1) Public Safety Telecommunication Facilities must meet the development standards for Telecommunication Facilities as outlined in Section 5.3.12.P. Through the Special Use Permit process, the Board of Commissioners shall have the authority to waive setback requirements

provided that a survey prepared by a licensed professional showing that the designated fall zone associated with the tower is sufficient to accommodate the designed fall radius of the proposed tower.

STATE OF NORTH CAROLINA | **Site No.** 1200143
Land Unit 2796126
COUNTY OF PENDER | **Project No.** 1200143-859654

CONTRACT TO SELL AND PURCHASE REAL ESTATE

This Contract to Sell and Purchase Real Estate (this "Contract"), is made as of December 21, 2021 (the "Effective Date"), by and between **MELISSA A. CORBETT** and **REBECCA C. McGOWAN**, Trustees of the Trust created under the Will of Wilbur R. Corbett dated July 18, 1988 (hereinafter referred to as "Seller"), and **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company (hereinafter referred to as "Buyer").

W I T N E S S E T H:

That for and in consideration of the mutual covenants, agreements and undertakings and upon the conditions set forth herein, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a fee simple interest in that certain real property, together with all the rights, easements, privileges, hereditaments and appurtenances pertaining thereto, hereinafter referred to as the "Property", located in Pender County, North Carolina, consisting of approximately 5.0 acres and being a portion of Pender County Tax Parcel ID Number 3247-08-8992-0000 and being located at the southwest corner of New Road and Interstate 40, and also as shown as on the map attached hereto as Exhibit A and incorporated herein by reference.

1. PURCHASE PRICE: The total purchase price for the Property (the "Purchase Price") is Fifty Thousand and No/100 Dollars ($50,000.00), to be paid as follows:

A. Five Thousand and No/100 Dollars ($5,000.00) in "Earnest Money", to be paid by Buyer to Chicago Title Insurance Company as escrow agent on behalf of Seller on the Effective Date, as a partial payment of the Purchase Price as provided in Paragraph 1.B below.

B. Forty-Five Thousand and No/100 Dollars ($45,000.00), the balance of the Purchase Price, in cash, or its equivalent, at Closing (as defined in Paragraph 8) after title to the Property has been updated and reveals that title to the Property can be conveyed in accordance with this Contract and the Deed (as defined in Paragraph 7) has been recorded in the applicable public registry, or as otherwise provided herein.

2. CONDITIONS PRECEDENT: The following conditions shall be express conditions precedent to Buyer's obligation to purchase the Property from Seller, and shall be met to Buyer's satisfaction or expressly waived in writing by Buyer in Buyer's sole discretion on or before Closing (as defined below):

A. Subdivision of Property. Seller shall have caused the Property to be properly subdivided from Seller's other contiguous real property (the remaining portion of Pender County Tax Parcel ID Number 3247-08-8992-0000) in compliance with applicable law prior to Closing. Further, Buyer may (but is not obligated to) act on Seller's behalf to undertake all such actions required to comply with any applicable subdivision law; and in such case, Seller agrees to fully cooperate with Buyer's efforts and irrevocably appoints Buyer as Seller's attorney-in-fact (coupled with an interest) during the term of this Contract for the purpose of complying with any applicable subdivision law, and Buyer shall be entitled to deduct costs and expenses incurred by Buyer to comply.

B. Special Use Permit. Buyer shall have obtained a special use permit allowing Buyer's use of the Property for the telecommunications facility which Buyer intends to construct and operate on the Property (which will include, but is not limited to, a tower two hundred fifty feet or more in height above ground level and associated equipment and structures) (the "Project"), and the judicial appeal period for such special use permit shall have run without an appeal having been timely filed, and Seller irrevocably appoints Buyer as Seller's attorney-in-fact (coupled with an interest) during the term of this Contract for the purpose of pursuing such special use permit.

C. Applicable State and Federal Permits. Buyer shall have obtained from each applicable state or federal regulator, administrator, or agency, all permits, licenses or approvals necessary or expedient for the design, construction and operation of the Project, including without limitation applicable approvals from the Federal Aviation Administration, the Federal Communications Commission, the U.S. Army Corps of Engineers, the North Carolina Department of Environmental

Quality, and the North Carolina Department of Transportation. Seller irrevocably appoints Buyer as Seller's attorney-in-fact (coupled with an interest) during the term of this Contract for the purpose of pursuing such permits, licenses or similar approvals from the applicable governmental bodies.

The date on which all of the above conditions have been met to Buyer's satisfaction in its sole discretion shall be the "Conditions Satisfaction Date".

3. INVESTIGATION PERIOD AND BUYER'S ELECTION: Buyer shall have a period of time (hereinafter referred to as "Investigation Period") beginning on the Effective Date and concluding at the later of (a) 5:00 PM on the thirtieth (30th) day after the Conditions Satisfaction Date (as defined above), and (b) 5:00 PM on the one hundred eightieth (180th) day after the Effective Date to conduct all studies, surveys and investigations of the Property, including environmental audits and testing (hereinafter collectively referred to as "Investigations") to determine in Buyer's sole judgment whether Buyer desires to purchase the Property. Buyer shall be entitled, and Seller hereby grants to Buyer, Buyer's employees, contractors and agents, a non-exclusive irrevocable license during the Investigation Period to enter upon the Property and to conduct any investigations on the Property that Buyer desires (including, without limitation, any environmental testing (including Phase II, invasive testing, such as soil, air, and water sampling and testing)), and Seller will fully cooperate with Buyer to facilitate such Investigations including, without limitation, allowing Buyer, its employees, contractors and agents, full access to the Property during the Investigation Period. Within five (5) days after the Effective Date, Seller (to the extent same are in Seller's possession or readily available to Seller) shall deliver to Buyer true and correct copies of all reports, letters, or other materials relating to the soil, topography, environmental condition, condition of title (and any title policy or title commitment) of the Property, and any other information as Buyer may reasonably request.

If Buyer, in its sole discretion, for any reason or no reason desires not to purchase the Property, then Buyer may terminate this Contract by delivering written notice of such termination to Seller prior to the expiration of the Investigation Period, whereupon this Contract shall terminate, the Earnest Money shall be refunded to Buyer, and neither Buyer nor Seller will have any further rights or obligations under this Contract.

4. SURVEY AND TITLE: Buyer may cause a survey of the Property, at Buyer's expense, to be performed. At Buyer's sole election, the legal description for the Property to be included as part of the Deed (as defined below) shall be taken from the survey obtained by Buyer, the source deed for the Seller, or any survey delivered to Buyer by Seller. Seller shall not encumber, nor allow any encumbrances to be placed upon, the Property from and after the Effective Date. The Property shall be conveyed to Buyer free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions and restrictive covenants, except for (i) the lien for ad valorem taxes for the year in which the Closing occurs, and (ii) matters of record that are approved in writing by Buyer, such approval to be in Buyer's sole discretion (the "Permitted Exceptions").

5. CLOSING: The closing of the transaction contemplated by this Contract (the "Closing") shall take place on or before thirty (30) days following the expiration of the Investigation Period. Provided, however, that Buyer may accelerate such closing date to any date after the Effective Date by giving Seller twenty (20) days written notice. Closing shall occur at the offices of Buyer's closing attorney or at a location mutually acceptable to both Buyer and Seller. Buyer's obligations to proceed to Closing shall be conditioned upon, in addition to the items set forth in Paragraph 2, the following (i) the physical condition of the Property being in substantially the same condition as of the Effective Date, (ii) all of Seller's representations and warranties being true and accurate and reaffirmed as of the date of Closing, (iii) the condition of title of the Property being in the condition as described in Paragraph 4 above, and (iv) Buyer has not become aware of any information subsequent to the expiration of the Investigation Period that would adversely impact Buyer's desire to proceed to Closing. If any conditions precedent are not satisfied at Closing, Buyer may, in its sole discretion, terminate the Contract in which case neither party shall have any additional rights or obligations hereunder.

If Buyer shall discover any matter affecting the Property, other than the Permitted Exceptions, Buyer shall advise Seller in writing of any such matters to which it objects prior to the expiration of the Investigation Period, and Seller shall have a period of twenty (20) days from the date Seller receives such notice of said objections in which to remedy said objections to the reasonable satisfaction of Buyer or to refuse to remedy any such objections. In the event said objections are not cured or remedied within such twenty (20) day period or Seller refuses to remedy any such objections, then Buyer shall be entitled to terminate this Contract, in which event neither party shall thereafter have any obligations hereunder, except that the Earnest Money shall be returned to Buyer.

6. SELLER'S DELIVERIES AT CLOSING: At Closing, Seller shall deliver duly executed and acknowledged (if applicable) originals of the following: (i) a General Warranty Deed (the "Deed") in form and content satisfactory to Buyer and Buyer's attorney conveying to Buyer good, indefeasible, fee simple and insurable title to the Property, said title to be insurable both as to fee and

marketability of the Property at regular rates of a title insurance company selected by Buyer, (ii) such affidavits as may be reasonably required by Buyer or Buyer's title company attesting to the absence of any unrecorded materialmen's liens relating to, and tenants in possession of, the Property, and (iii) such other documents as may be reasonably requested by Buyer or Buyer's title company.

7. CLOSING COSTS AND PRORATIONS: All due and payable City and County ad valorem taxes for the Property for the year in which the Closing occurs shall be prorated to the date of Closing and shall be paid by Buyer. Seller shall pay any and all ad valorem taxes for the Property for all years preceding the year of Closing prior to Closing. Seller shall pay the cost of any documentary or revenue stamps required to be paid in connection with the recording of the Deed and for the costs of preparing and recording any instruments required by Seller, Seller's attorney, or Seller's lender. Buyer shall be responsible for the preparation of the Deed and the recording of the Deed. Buyer shall pay for preparation and recording of any and all instruments required by Buyer, Buyer's attorney or Buyer's lender.

8. POSSESSION: Possession of the Property shall be given to Buyer upon Seller's execution and delivery of the Deed.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby makes the following representations and warranties to Buyer, each of which shall be deemed material and which shall be true and correct as of the Effective Date and as of the date of Closing:

A. Seller has good and marketable fee simple title to the Property, and there are no mechanics' liens, contractors' claims, unpaid bills for material or labor pertaining to the Property, nor any other similar liens which might adversely affect Seller's title to the Property.

B. Seller is a duly created and validly existing trust under the laws of the State of North Carolina, and Melissa A. Corbett and Rebecca C. McGowan are the trustees of Seller and have the power and authority to enter into this Contract and convey the Property to Buyer pursuant to the terms of this Contract.

C. Public utilities, including gas, electricity, telephone, sewer and water are available on or at the boundaries of the Property in sufficient quantities and pressures and at reasonably accessible locations to serve the Property.

D. There are no tenants or other persons or entities on the Property which will have a right of possession beyond the date of Closing.

E. There are no pending, threatened or contemplated condemnation, eminent domain, litigation or similar proceedings involving all or any portion of the Property, and Seller has received no notice of any such action.

F. Seller has no knowledge of any pending or contemplated public improvements in or about the Property which may in any manner increase the taxes assessed against the Property.

G. All labor and services performed and materials furnished to the Property have been paid for in full and to the best of Seller's knowledge there exists no basis for which a mechanic's, materialmen's or similar lien can properly be claimed against the Property or any part thereof.

H. To the best of Seller's knowledge, no toxic or hazardous material or waste limited or regulated by any federal, state or local governmental or quasi-governmental authority, or that, even if not so limited or regulated, could or does pose a hazard to the health or safety of the occupants of the Property or adjacent properties (collectively, "Substances"), including, but not limited to, petroleum products and substances regulated under any federal, state or local environmental statute, law, order, ordinance, regulation, rule, requirement or right or remedy existing under common law or in equity (collectively, the "Statutes and Laws") has been or, prior to the Closing, shall be, located, released (within the meaning of 42 U.S.C. § 9601(22)), stored, treated, generated, transported to or from, disposed of (with the meaning of 42 U.S.C. § 6903(3)) or allowed to escape on the Property, including, without limitation, the surface and subsurface waters of the Property. No above ground storage tanks ("ASTs") or underground storage tanks ("USTs") have been or are located on the Property or, if located on the Property, have been removed and disposed of in full compliance with all applicable Statutes and Laws (satisfactory evidence of which shall have been provided to Buyer). No portion of the Property has been used for waste treatment, storage or disposal, and no wetlands are located within the boundaries of the Property. No investigation, administrative or judicial order,

governmental notice of noncompliance or violation, remediation action plan, consent order and/or agreement, administrative proceeding, civil or criminal litigation or settlement under Statutes and Laws or with respect to Substances, ASTs or USTs have been or are proposed, threatened, anticipated or in existence with respect to the Property;

I. The Property and Seller's operations at the Property have been in the past and will be until the Closing in compliance with all applicable statutes and laws (satisfactory evidence of which shall have been provided to Buyer). No notice has been served on or delivered to Seller from any entity, governmental body or individual claiming any violation of any statutes or laws or demanding payment or contribution for environmental cleanup costs, environmental damage, or injury to natural resources, or asserting liability with respect to same.

J. Seller is the owner of the Property and is authorized to convey the Property and to commit to the terms and conditions set forth in this Contract.

10. SURVIVAL OF WARRANTIES AND CONDITIONS: Except as otherwise expressly provided herein, all conditions, warranties, representations and agreements made herein shall survive Closing and delivery of the Deed indefinitely.

11. INDEMNIFICATION: Seller agrees to defend, indemnify and hold harmless Buyer, its directors, member(s), officers, employees, agents, attorneys, contractors, subcontractors, licensees, invitees, successors and assigns, from and against any and all claims, demands, judgments, damages, actions, causes of action, liens, injuries, administrative or judicial orders, consent agreements and orders, liabilities, penalties, costs, fees and expenses of any kind whatsoever, arising directly or indirectly from or in connection with the incorrectness of any representations or warranties of Seller hereunder or in any way relating to the Property for the period prior to Closing.

12. DEFAULT AND REMEDIES: In the event Seller fails to perform any of the conditions or obligations of Seller under this Contract and Seller does not cure such failure within ten (10) days after receiving written notice thereof from Buyer, Buyer, in addition to all other remedies at law or in equity, shall be entitled to either (i) terminate this Contract, in which event the Earnest Money shall be returned to Buyer and after which Buyer and Seller shall have no obligations to one another hereunder, or (ii) commence an action against Seller for specific performance of this Contract. In the event Buyer defaults or fails to perform any of the covenants and conditions of this Contract and Buyer does not cure such failure within ten (10) days after receiving written notice thereof from Seller, then, as Seller's sole and exclusive remedy, Seller shall be entitled to retain the Earnest Money.

13. NOTICES: Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, Airborne, etc.) or (iv) sent by facsimile (with the original being sent by one of the other permitted means provided in this grammatical paragraph) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile (if sent by facsimile, provided the original is sent by one of the other permitted means as provided herein in this grammatical paragraph). However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

NOTICE TO SELLER: Melissa A. Corbett and Rebecca C. McGowan, Trustees
928 Cove Point Lane
Tega Cay, South Carolina 29708

NOTICE TO BUYER: Duke Energy Progress, LLC
526 South Church Street, Data & Document Management, ECII-05
Charlotte, North Carolina 28202
Attention: Joe Louis

with a copy to:

Henry L. Kitchin, Jr.
McGuireWoods LLP
300 North Third Street, Suite 320
Wilmington, NC 28401

14. RISK OF LOSS, DAMAGE OR REPAIR: Until Closing, the risk of damage or loss to the Property shall be borne solely by Seller. In the event the Property is damaged between the Effective Date and Closing so that it cannot be conveyed in substantially the same condition as it was as of the Effective Date, Buyer may elect to terminate this Contract, in which case the Earnest Money shall be returned to Buyer and neither party shall thereafter have any rights or obligations hereunder.

15. AGENTS: Seller and Buyer represent and warrant to each other that there are no brokers, agents or other persons who are or will be entitled to a commission, fee or other similar compensation relating to this Contract or the transactions contemplated hereby. Each party agrees to defend and hold harmless the other in the event any claim for commission should be brought against either party for payment of any alleged commission allegedly due because of the acts or alleged acts of the other party.

16. ASSIGNMENT: Buyer shall be entitled to assign this Contract without the prior written consent of Seller.

17. APPLICABLE LAW: This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

18. ENTIRE AGREEMENT: This instrument (and any exhibits or addenda attached hereto) contains the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreement or instruments are merged herein. No amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

19. MISCELLANEOUS:

A. The provisions of this Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs and permitted successors and assigns, as may be applicable.

B. TIME IS OF THE ESSENCE in this Contract. In addition, if the final day of any period of time set out in any provision of this Contract, falls on a Saturday, Sunday or holiday recognized by Bank of America, N.A., or any successor thereto ("Bank of America"), in Charlotte, North Carolina, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or holiday recognized by Bank of America in Charlotte, North Carolina.

C. No presumption shall be created in favor of or against Seller or Buyer with respect to the interpretation of any term or provision of this Contract due to the fact that this Contract was prepared by or on behalf of one of said parties.

D. The captions used in connection with the paragraphs of this Contract are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract or be used in interpreting the terms and provisions of this Contract.

E. This Contract may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

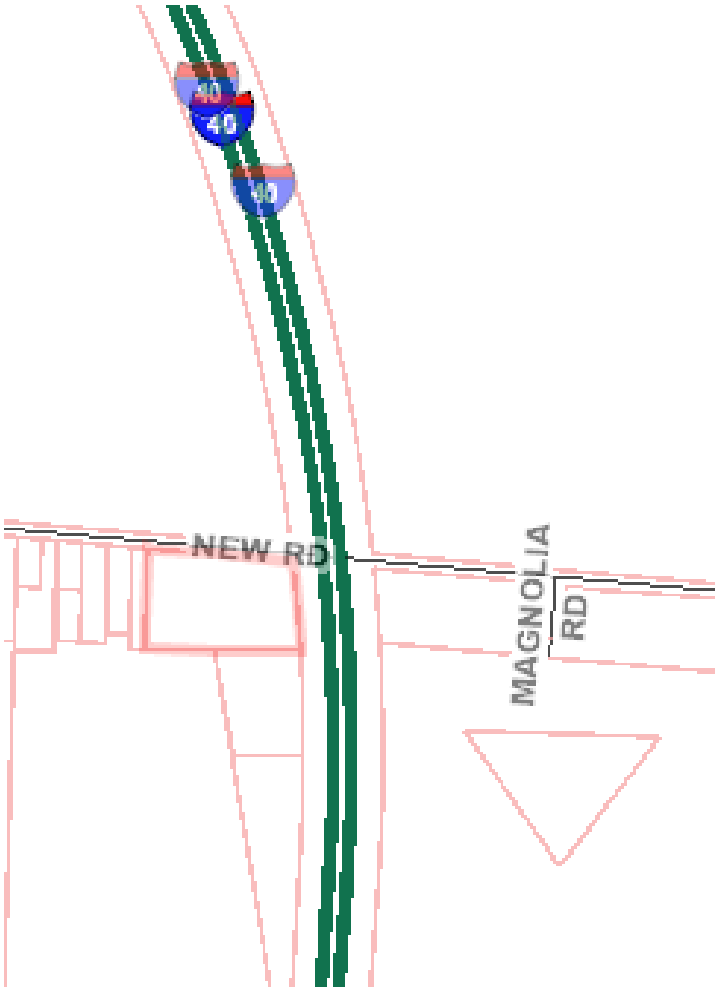
F. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

G. Each party hereto represents and warrants to the other party that the execution of this Contract and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

[Signatures appear on the following page.]

Exhibit A

[Attach copy of site plan map showing the Property.]



IN WITNESS WHEREOF, the Seller and Buyer have each caused this Contract to be executed as of the Effective Date.

BUYER:

DUKE ENERGY PROGRESS, LLC

By: Eric J Rouse

Name: Eric J. Rouse

Title: Director Land Services

SELLER:

Melissa A. Corbett, Trustee of Trust created under the Will of Wilbur R. Corbett dated July 18, 1988

Rebecca C. McGowan, Trustee of Trust created under the Will of Wilbur R. Corbett dated July 18, 1988

IN WITNESS WHEREOF, the Seller and Buyer have each caused this Contract to be executed as of the Effective Date.

BUYER:

DUKE ENERGY PROGRESS, LLC

By: _____

Name: _____

Title: _____

SELLER:

Melissa A Corbett

Melissa A. Corbett, Trustee of Trust created under the Will of Wilbur R. Corbett dated July 18, 1988

_____

Rebecca C. McGowan, Trustee of Trust created under the Will of Wilbur R. Corbett dated July 18, 1988

IN WITNESS WHEREOF, the Seller and Buyer have each caused this Contract to be executed as of the Effective Date.

BUYER:

DUKE ENERGY PROGRESS, LLC

By: _____

Name: _____

Title: _____

SELLER:

_____
Melissa A. Corbett, Trustee of Trust created under the Will of Wilbur R. Corbett dated July 18, 1988

_____
Rebecca C. McGowan, Trustee of Trust created under the Will of Wilbur R. Corbett dated July 18, 1988