



Pender County

Agenda

Board of County Commissioners Meeting
Monday, September 19, 2022 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	PUBLIC INFORMATION		
5.1.	County Trade Pull Factors and Tier Status Update Cooperative Extension Presentation - Pdf	Mark Seitz	3 - 31
5.2.	Update on Black River Aquatic Connectivity Project and Slocum Trail Culvert Replacement Aquatic Connectivity in the Black River Basin - Pdf	Danielle Darkangelo	33 - 40
6.	PUBLIC COMMENT		
7.	CONSENT AGENDA		
7.1.	Approve State Loan and Grant Funding Resolution and Application for CFPUA Water Interconnection Project FundingResolution CFPUA Interconnection - Pdf	Keel	41 - 52
7.2.	Approval of Resolution Adopting the FY23 PCU Capital Improvements Plan Resolution FY23PCU CapitalImprovementsPlan - Pdf	Keel	53 - 55
7.3.	Approval of Purchase Orders to Computers for Department of Social Services: \$36,800 Approval of Purchase Orders to Contractors for DSS: \$105,000 - Pdf	Stewart	57 - 59
7.4.	Approval of a Purchase Order to Huntington Leasing Corporation for Annual IT Infrastructure Renewal in the amount of \$381,322.00. Lease agreements - Pdf	Harvey	61 - 74
7.5.	Approval of the Board of Commissioner Meeting Minutes September 6, 2022 BOCC Meeting Minutes September 6, 2022 - Pdf		75 - 111
8.	APPROVALS AND RESOLUTIONS		
8.1.	Approval of Lease and Purchase Order for thirty (30) Axon body worn cameras in the amount of \$20,522.62 per year for 5 years. Axon body camera Lease FY 23 - Pdf	Cutler	113 - 119
8.2.	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 2393-48-3645-0000 on Red Tip Lane	Blue	121 - 130

	Walker Offer - Pdf		
8.3.	Resolution Providing Pender County to become a member of the American Flood Coalition		131 - 132
	Resolution - Pdf		
9.	DISCUSSION		
10.	APPOINTMENTS		
11.	MAPLE HILL WATER AND SEWER DISTRICT		
12.	ROCKY POINT WATER AND SEWER DISTRICT		
12.1.	Approve State Loan and Grant Funding Resolution and Application for Reverse Osmosis Water Plant Project	Keel	133 - 144
	FundingResolutionAndApplication ROWaterPlant - Pdf		
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		
19.	CLOSED SESSION (IF APPLICABLE).		
20.	7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/RESOLUTIONS		
20.1.	ZTA 2022-16 - Zoning Text Amendment to Article 11 'Road Naming and Addressing' for Code Maintenance and Clarification	Dickson	145 - 163
	ZTA 2022-16 - Pdf		
20.2.	SUP 2022-35 - Special Use Permit Request for the Construction and Operation of a Solar Farm in the Burgaw, Columbia, and Union Townships	Henley	165 - 200
	SUP 2022-35 - Pdf		
21.	ADJOURNMENT		



Pender County County Trade Pull Factors and Tier Status Update

TO: Board of County Commissioners
FROM: Mark Seitz
DATE: September 19, 2022
SUBJECT: County Trade Pull Factors and Tier Status Update

SUMMARY:

The NC Commerce Department provides an annual report that ranks counties by their levels of economic distress. The metrics used are static measures of the economy that overlook the migration of wealth between counties. Adding three economic pull factors: county trade pull factor (CTPF), trade area capture(TAC) and percent market share (MS) to the formula counties with small populations, or that are in close proximity to large urban counties, better reflects the level of economic distress a county is in relative to its neighboring counties.

ACTION REQUESTED:

None. Information Only.



Economic Distress Tier Rankings and Pull Factors (2020)

Introduction:
Intuition tells us that wealth flows from rural to urban counties. In rural counties, and some urban counties, the sale of agriculture and timber products creates the wealth driving the economy. But the sale of these raw materials are not taxed and seem to be overlooked or discounted in county economies. But without strong retail sectors rural counties struggle to retain the wealth and sales tax revenues these industries generate. That migration of wealth impacts the available sales tax revenue needed by counties to build infrastructure and provide services for permanent residents.

Objective:
Economic distress is measured in North Carolina through the Tier ranking system established by the NC Legislature in 2004. These rankings, calculated by the NC Commerce Department, determine a county's eligibility for rural economic development grants. This work offers evaluation tools that improve the measure of how wealth flows, providing a more accurate measure of a county's level of economic 'distress'.

Materials and Methods:
The NC Commerce Department ranks county economic distress using three tiers: Tier 3 – least distressed; Tier 2 – moderately distressed; Tier 1 – significantly distressed and ranks them from 100 (least distressed) to 1 (most distressed). Those tier ranks are calculated using four factors: Median Household Income (MHI), Percent Population Growth (POP), Unemployment Index (UI) and Adjusted Per Capita Property Tax Value (PTV). These economic factors do not reflect the mobility of money. Adding 'pull factors': County Trade Pull Factors (CTPF), Trade Area Capture (TAC) and Market Share (MS) better reflects the mobility of money between counties and the 'pull' urban counties have on their rural neighbors.

Results:
By adding 'pull factors' to the Tier formula five Tier 3 counties drop to Tier 2, five Tier 2 counties, move up to Tier 3, ten Tier 2 counties drop to Tier 1 and ten Tier 1 counties move up to Tier 2. And the market share of the Tier 3 counties (the most dominant economies in the state) increases nearly 10 percent. In addition, the ten counties with the most significant measures of economic distress currently classified as Tier 2, move down to Tier 1. This is reflected in the increase in Market Share that the Tier 3 counties generate after pull factors are added.

Conclusion:
These changes more accurately quantify what we know about counties. There are counties in the state classified as Tier 3, that lose significant revenue to stronger, more economically dominant counties and there are counties with significant levels of economic distress that cannot get the rural development assistance they desperately need, because one or more of the current measures of economic distress currently in use, overestimates their economic influence in their region. Adding pull factors provides a better reflection of how each county's economic rank, giving counties more opportunities to apply for much needed assistance.

Tier Rankings

- Officially dropped by state legislature in 2015
- Nine agencies still use tier rankings for Rural Development Grant Eligibility

Pull Factors Measure:

- County Trade Pull Factors (CTPF) – per capita retail strength
CTPF (>1.0 = gaining revenue, 1.0 = holding even, <1.0 = losing revenue)
- Trade Area Capture (TAC) = County Population X CTPF = county's spending power
- Percent Market Share (MS) = County TAC / State TAC = % of the state's economic output

TIER INDEX FORMULA WITHOUT PULL FACTORS

= MHI + POP + UI + PTV

TIER INDEX FORMULA WITH PULL FACTORS

= MHI + POP + UI + PTV + CTPF + TAC + MS

SUMMARY:

Pender County drops from Tier 3 to Tier 2

Factors: Proximity to New Hanover County, lack of strong retail and lodging base, 75% of population works outside Pender

STATEWIDE IMPACTS

5 Tier 3 counties drop to Tier 2	5 Tier 2 counties move up to Tier 3
10 Tier 2 counties drop to Tier 1	10 Tier 1 counties move up to Tier 2

County Market Share (MS) without pull factors as a percentage of the state's economic activity: • 20 Tier 3 = 47.84% • 40 Tier 2 = 36.05% • 40 Tier 3 = 16.11%	County Market Share (MS) with pull factors added as a percentage of the state's economic activity: • 20 Tier 3 = 57.76% (+9.92%) • 40 Tier 2 = 34.41% (-1.64%) • 40 Tier 3 = 7.83% (-8.28%)
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Pender County (Index Rank)

MHI = \$54,900 (81) POP = 6.76% (95)
UI = 5.93% (68) PTV = \$125,777 (72)

Population = 65,146 (59)

CTPF = 0.70 (44) TAC = 45,867 (53)
MS = 0.43% (53)

Pender County Tier Ranking w/o Pull Factors (Index Rank)

= MHI (81) + POP (95) + UI (68) + PTV (72) = 316 (92), 8th largest economy in NC = **Tier 3**

Pender County Tier Ranking w/Pull Factors (Index Rank)

= MHI (81) + POP (95) + UI (68) + PTV (72) + CTPF (44) + TAC (53) + MS (53) = 466 (75) or 25th largest economy in NC = **Tier 2**

Tier 3 Counties w/o Pull Factors	Tier 3 Counties w/Pull Factors
CHATHAM	WAKE
CURRITUCK	DURHAM
WAKE	MECHLENBURG
UNION	CABARRUS
ORANGE	NEW HANOVER
TRANSYLVANIA	ORANGE
DURHAM	CURRITUCK
LINCOLN	UNION
PENDER	IREDELL
WATAUGA	CARTERET
CAMDEN	CHATHAM
JOHNSTON	MOORE
CARTERET	BRUNSWICK
MOORE	WATAUGA
CABARRUS	DARE
MACON	BUNCOMBE
POLK	LINCOLN
HENDERSON	JOHNSTON
IREDELL	HENDERSON
MECKLENBURG	ALAMANCE

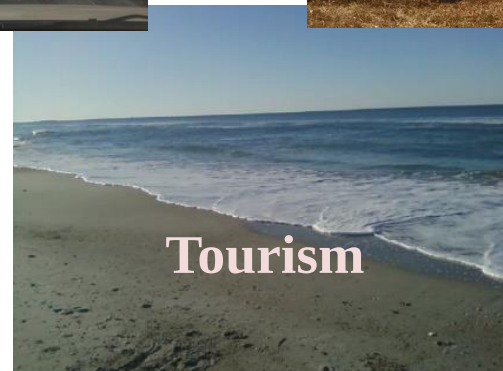


County Trade Pull Factors & NC Tier Designations

Mark Seitz

Pender County Extension Director

September 2022



My Credentials...

40 years agriculture industry, research and education



7 years at Michigan State University (student / crop science research technician)



12 years in the vegetable canning business in western NY

2 years at Kansas State University (studied pull factor analysis)

19 years in NC Cooperative Extension

Focus

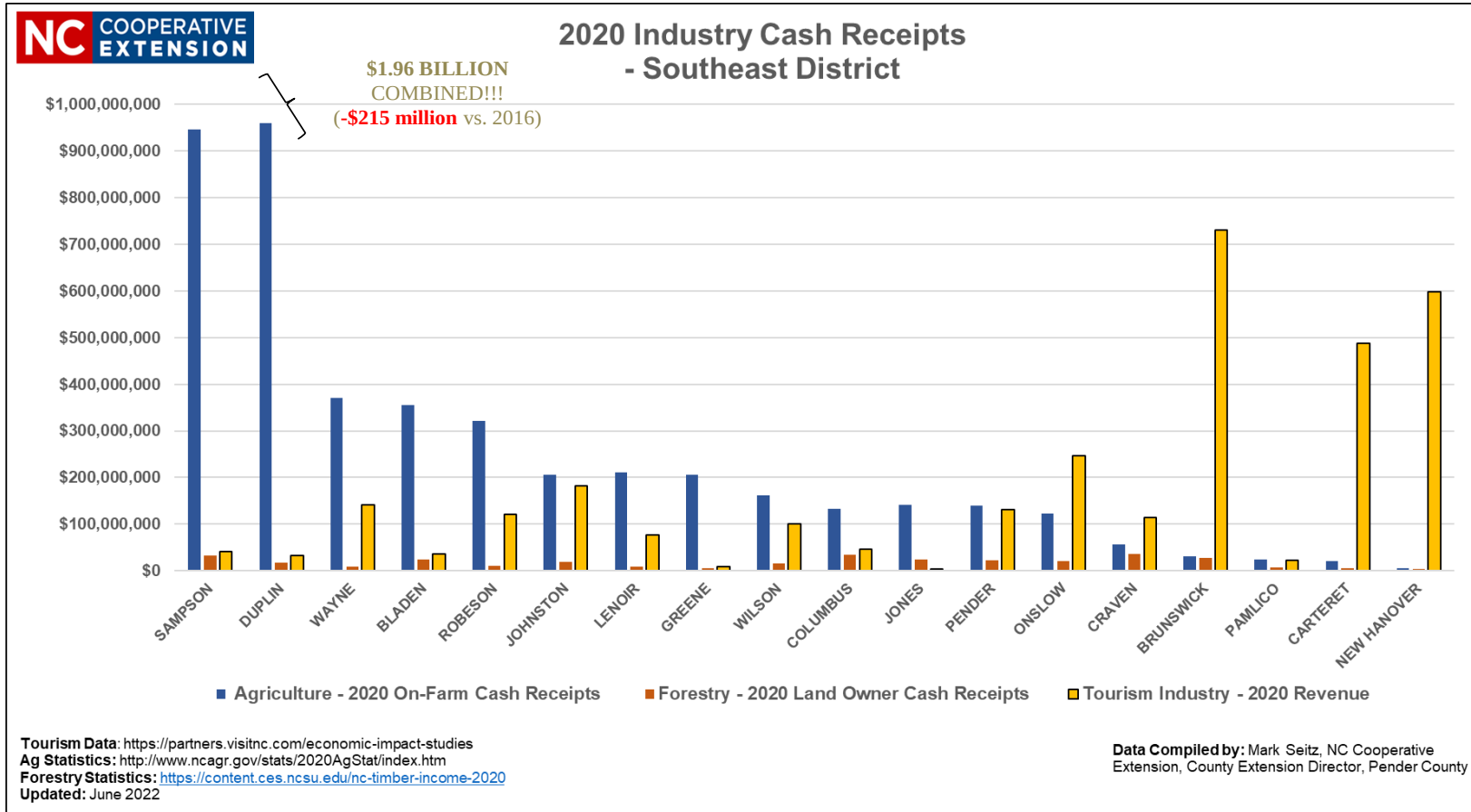
- NC County Tier Designations
 - Look at the economic 'pull' (leakage) that counties have on one another
 - The impact 'pull' has on NC Tier designations

Recreation...
Open space...
Population...
Livestock...
Shopping...
Interstates...
Internet...
Entertainment...
Schools...
Airports...
Industry(s)...
Agriculture...

How do you compare urban counties economically with so much of a mix in every county's economy and rural counties with comparatively few amenities?



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What do these industries create?

- Wealth
- Does that wealth stay under our mattresses, pillows, floorboards?
- No.

NC Legislature / Commerce Department

- Created Economic Tiers to rank a county's level of *'economic distress'*
- Based on 'static' economic measures:
 - Unemployment
 - Population Growth
 - Average Unemployment Rate
 - Median Household Income
- Impacts a county's eligibility for rural economic development funding

Tier Status

- Used by NC Department of Commerce to rank a county's level of *'economic distress'*
- Based on:
 - Unemployment
 - Population Growth
 - Average Unemployment Rate
 - Median Household Income
- Impacts a county's eligibility for rural economic development funding
- 'Static' economic measures

Tier Status

- 20 Tier 3 Counties
 - Least economically distressed

- 40 Tier 2 Counties
 - Moderate economic distress

- 40 Tier 1 Counties
 - High economic distress

NC Tier 3 (least distressed) Counties

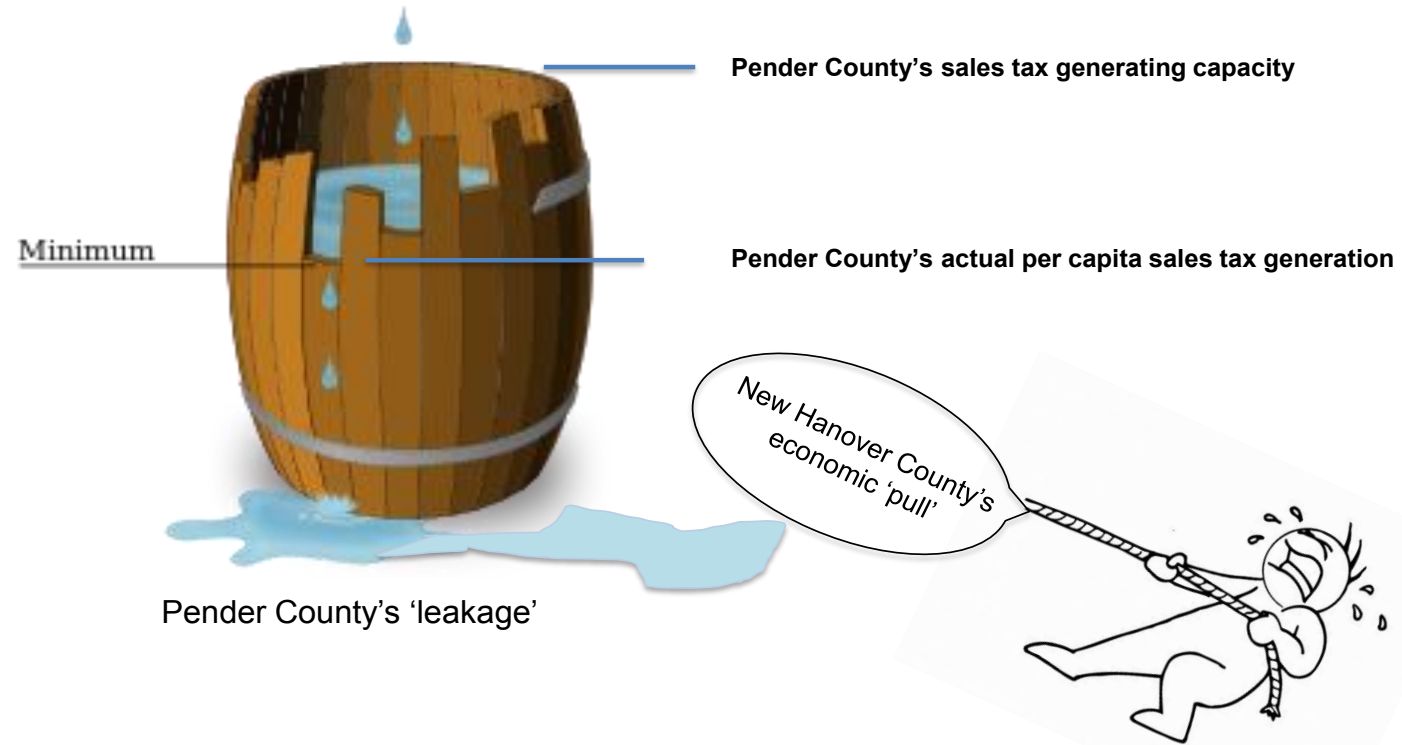
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COUNTY	DISTRICT	Median Household Income 2018	MHI RANK	Population Growth %	POP RANK	Unemployment 12 Mth Avg Oct 19 - Sept 20	UI RANK	Per Capita Property Tax Valuation FY 2020-2021	PTV RANK	NC COMMERCE DEPT. COMB. TIER INDEX	COMB. COUNTY RANK	NC DEPT COMMERCE 2021 ECONOMIC DISTRESS RANK
CHATHAM	NC	\$73,703	98	7.01%	96	4.89%	99	\$149,548	87	380	100	3
CURRITUCK	NE	\$64,426	92	6.43%	93	5.73%	75	\$250,610	99	359	99	3
WAKE	NE	\$80,169	99	5.55%	89	5.61%	81	\$146,397	86	355	98	3
UNION	SC	\$80,428	100	5.38%	88	5.29%	89	\$123,606	71	348	97	3
ORANGE	NC	\$71,920	97	3.17%	70	4.73%	100	\$130,800	76	343	96	3
TRANSYLVANIA	W	\$51,398	72	3.59%	77	5.38%	87	\$170,161	92	328	95	3
DURHAM	NC	\$59,329	85	4.65%	86	5.72%	77	\$126,617	73	321	94	3
LINCOLN	SC	\$62,963	91	6.07%	92	5.90%	69	\$120,007	66	318	93	3
PENDER	SE	\$54,900	81	6.76%	95	5.93%	68	\$125,777	72	316	92	3
WATAUGA	W	\$48,489	59	3.47%	75	5.24%	90	\$164,159	90	314	91	3
JOHNSTON	SE	\$60,296	89	9.20%	99	5.67%	79	\$90,154	46	313	89	3
CAMDEN	NE	\$65,955	95	2.65%	65	5.01%	97	\$107,683	56	313	90	3
CARTERET	SE	\$55,052	82	1.63%	49	5.62%	80	\$220,566	97	308	88	3
MOORE	SC	\$59,471	86	5.67%	91	6.18%	56	\$129,160	75	308	87	3
CABARRUS	SC	\$69,297	96	6.48%	94	6.14%	58	\$113,877	59	307	86	3
MACON	W	\$46,426	49	4.33%	84	5.89%	70	\$215,533	96	299	85	3
POLK	W	\$50,467	66	3.07%	69	5.51%	83	\$140,114	81	299	84	3
IREDELL	SC	\$60,044	87	4.66%	87	6.47%	42	\$137,976	80	296	82	3
HENDERSON	W	\$54,012	80	3.19%	71	5.95%	67	\$135,818	78	296	83	3
MECKLENBURG	SC	\$64,509	93	4.39%	85	6.66%	33	\$143,536	83	294	81	3

Why Does This Matter?

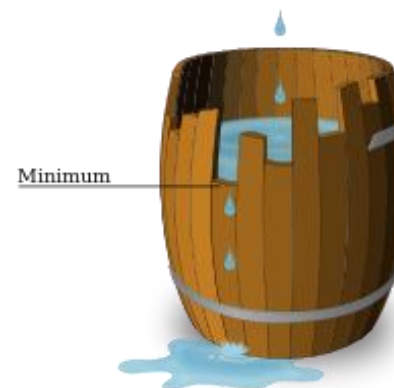
- Where do we go to...
 - shop?
 - concerts?
 - dine out?
 - for recreation?
 - for music?
 - for higher education?
- In this area – New Hanover County
- Other counties have the same issues... wealth migrates

Leipzig's Law of the Minimum



“Pull” Factors

- A mathematical (economic) way, using sales tax revenue data, to evaluate and quantify what we generally already know about our county or regional economies.



County Trade “Pull” Factor

$$\text{CTPF}_{\text{Pender}} = \left\{ \frac{\text{county per capita sales tax revenue}}{\text{statewide per capita sales tax revenue}} \right\}$$

$$\text{CTPF}_{\text{Pender}} = \left\{ \frac{(\$35,820,697 / 65,146)}{(\$8,357,085,081 / 10,701,027)} \right\} = 0.70$$

FY 20-21

CTPF > 1.0 = county is pulling in revenue

CTPF = 1.0 = county is not gaining or losing revenue

CTPF < 1.0 = county is losing revenue

Tier Status

- 42 Tier 2 and Tier 1 Counties have higher CTPFs than Pender County
- 70 Tier 2 and Tier 1 Counties have higher CTPFs than Camden County
- 58 Tier 2 and Tier 1 Counties have higher CTPFs than Polk County

Trade Area Capture (TAC)

- The *Trade Area Capture* (TAC) of a county is a measure of the capacity of a community to pay for infrastructure and services.
- **TAC = county population X county CTPF**
- **$TAC_{\text{Pender}} = 65,146 \times 0.704 = 45,862$**
- With Pender's CTPF is below one, Pender's **spending power** is equivalent to a county with **46,862 residents**, not 65,146.
- Index Rank = 53rd in NC

Percent Market Share (%MS)

The *Percent Market Share* (%MS) is the percent that the county's Trade Area Capture is of the state as a whole.

$$\%MS = \left[\frac{\text{county trade area capture (TAC)}}{\text{sum of TAC for all 100 counties in NC}} \right]$$

$$\% MS = 46,254 \div 10,701,027 = \mathbf{0.43\%}$$

53rd in NC

NC County Tier 3 Counties with Pull Factors

COUNTY	DISTRICT	TIER STATUS	CTPF	CTPF RANK	TAC	TAC RANK	MS	MS RANK	COMB. COUNTY INDEX W/MHI + CTPF	NC COMMERCE DEPT. TIER INDEX RANK W/MHI + CTPF	2021 TIER STATUS USING MHI + CTPF
WAKE	NE	3	1.20	91	1,381,863	99	12.91%	99	644	100	3
DURHAM	NC	3	1.59	99	525,276	97	4.91%	97	614	99	3
MECKLENBURG	SC	3	1.39	93	1,591,584	100	14.87%	100	587	98	3
CABARRUS	SC	3	1.17	89	265,650	92	2.48%	92	580	97	3
NEW HANOVER	SE	2	1.47	96	350,032	94	3.27%	94	575	96	3
ORANGE	NC	3	0.88	67	131,087	82	1.22%	82	574	95	3
CURRITUCK	NE	3	1.57	98	46,073	54	0.43%	54	565	94	3
UNION	SC	3	0.71	45	175,111	85	1.64%	85	563	93	3
IREDELL	SC	3	1.06	83	199,297	91	1.86%	91	561	92	3
CARTERET	SE	3	1.40	94	97,615	76	0.91%	76	554	91	3
CHATHAM	NC	3	0.74	52	57,409	60	0.54%	60	552	90	3
MOORE	SC	3	1.06	84	111,585	79	1.04%	79	550	89	3
BRUNSWICK	SE	2	1.01	79	155,736	84	1.46%	84	539	88	3
WATAUGA	W	3	1.25	92	70,409	66	0.66%	66	538	87	3
DARE	NE	2	3.31	100	125,286	81	1.17%	81	538	86	3
BUNCOMBE	W	2	1.42	95	376,214	95	3.52%	95	533	85	3
LINCOLN	SC	3	0.85	65	76,606	69	0.72%	69	521	84	3
JOHNSTON	SE	3	0.68	39	151,651	83	1.42%	83	518	83	3
HENDERSON	W	3	0.85	64	100,802	77	0.94%	77	514	82	3
ALAMANCE	NC	2	1.09	87	191,406	89	1.79%	89	514	81	3

Macon (85 to 79), Transylvania (95 to 77), Pender (92 to 75), Polk (84 to 58), Camden (90 to 46)

TIER STATUS WITH “Pull Factors”

- Five counties move up from Tier 2 to Tier 3:
 - New Hanover (79th to 96th) , Brunswick (80th to 88th), Dare (78th to 87th), Buncombe (67th to 85th), Alamance County (69th to 81st)
- Five counties move down from Tier 3 to Tier 2:
 - Macon (85th to 79th), Transylvania (95th to 77th) , Pender (92nd to 75th), Polk (84th to 58th), Camden (90th to 46th)

TIER STATUS WITH 'Pull Factors'

- Ten counties move up from Tier 1 to Tier 2:
 - Rowan (37th to 60th), Nash (38th to 59th), Cumberland (15th to 56th), Cleveland (33rd to 53rd), Randolph (34th to 52nd), Wayne (24th to 51st), Pasquotank (32nd to 50th), Wilson (22nd to 49th), Wilkes (35th to 48th) and Burke (29th to 43rd)
- Ten counties move down from Tier 2 to Tier 1:
 - Pamlico (70th to 39th), Montgomery (65th to 38th), Stokes (61st to 35th), Madison (60th to 32nd), Chowan (43rd to 31st), Alleghany (49th to 30th), Yadkin (41st to 29th) , Perquimmons (62nd to 25th) , Gates (53rd to 20th) and Jones (46th to 17th)

NC - Southeast Extension District Counties

Fiscal Year 20 - 21										
County	District	2020 Pop.	CTPF - State	CTPF - District	TAC - State	TAC - District	MS - State	MS - District	Ag & Forestry Revenue 2020	Tourism Revenue 2020
NEW HANOVER	SE	238,907	1.47	1.65	350,032	395,062	3.27%	23.32%	\$ 10,300,688	\$ 598,000,000
ONSLOW	SE	199,984	0.90	1.02	180,450	203,664	1.69%	12.02%	\$ 142,621,912	\$ 246,700,000
BRUNSWICK	SE	154,700	1.01	1.14	155,736	175,771	1.46%	10.38%	\$ 58,935,037	\$ 731,200,000
JOHNSTON	SE	222,633	0.68	0.77	151,651	171,160	1.42%	10.10%	\$ 224,746,427	\$ 181,900,000
CARTERET	SE	69,543	1.40	1.58	97,615	110,173	0.91%	6.50%	\$ 25,167,330	\$ 487,300,000
WAYNE	SE	122,919	0.76	0.86	93,673	105,723	0.88%	6.24%	\$ 379,870,503	\$ 141,800,000
CRAVEN	SE	101,741	0.88	0.99	89,040	100,494	0.83%	5.93%	\$ 93,084,749	\$ 114,900,000
ROBESON	SE	128,107	0.66	0.74	84,263	95,103	0.79%	5.61%	\$ 331,961,001	\$ 121,600,000
WILSON	SE	82,619	0.90	1.01	74,114	83,648	0.69%	4.94%	\$ 177,409,185	\$ 100,000,000
PENDER	SE	65,146	0.70	0.79	45,867	51,768	0.43%	3.06%	\$ 162,036,536	\$ 131,800,000
LENOIR	SE	55,867	0.76	0.86	42,539	48,012	0.40%	2.83%	\$ 219,798,547	\$ 77,400,000
SAMPSON	SE	63,903	0.58	0.66	37,268	42,062	0.35%	2.48%	\$ 978,572,378	\$ 41,900,000
DUPLIN	SE	58,241	0.55	0.62	32,239	36,386	0.30%	2.15%	\$ 977,330,252	\$ 32,000,000
COLUMBUS	SE	54,886	0.58	0.65	31,740	35,823	0.30%	2.11%	\$ 168,074,200	\$ 46,900,000
BLADEN	SE	31,864	0.52	0.59	16,630	18,770	0.16%	1.11%	\$ 379,835,921	\$ 36,900,000
PAMLICO	SE	12,912	0.60	0.68	7,729	8,723	0.07%	0.51%	\$ 31,361,386	\$ 23,300,000
GREENE	SE	20,995	0.30	0.34	6,324	7,138	0.06%	0.42%	\$ 211,021,004	\$ 8,500,000
JONES	SE	9,031	0.44	0.50	4,005	4,520	0.04%	0.27%	\$ 164,614,281	\$ 4,500,000

NC - Southeast Extension District – County Index Values & Rank

Fiscal Year 20 - 21	Total Population Rank	REGIONAL INDEX								
County		CTPF Rank	TAC Rank	MS Rank	PTV RANK	POP RANK	MHI RANK	UI RANK	TOTAL	REGIONAL TIER
NEW HANOVER	18	18	18	18	16	14	14	6	104	3
ONslow	16	15	17	17	12	17	18	11	107	3
BRUNSWICK	15	16	16	15	17	18	17	1	100	3
JOHNSTON	17	9	15	16	18	12	16	12	98	3
CARTERET	10	17	14	14	3	11	5	10	74	2
WAYNE	13	12	13	13	13	7	13	9	80	2
CRAVEN	12	13	12	12	14	15	15	8	89	2
ROBESON	14	8	11	11	4	16	12	5	67	2
WILSON	11	14	10	10	9	13	10	2	68	2
PENDER	9	10	9	8	15	8	11	16	77	2
LENOIR	6	11	8	9	6	9	6	18	67	2
SAMPSON	8	6	7	7	8	10	7	15	60	1
DUPLIN	7	4	6	6	5	4	4	13	42	1
COLUMBUS	5	5	5	5	11	6	8	14	54	1
BLADEN	4	3	4	4	1	3	1	3	19	1
PAMLICO	2	7	3	3	2	2	9	17	43	1
GREENE	3	1	2	2	10	5	3	7	30	1
JONES	1	2	1	1	7	1	2	4	18	1

Review

- Legislation determines which factors are used to determine a county's Tier status
- County Trade Pull Factors (**CTPF, TAC, MS**) reflect the mobility of wealth
- **CTPF** = per capita measure of the strength of a county's retail sector
- **TAC** = adjusted spending power based on 'pull'
- **MS** = percent of each county's share of the state's economy

County	MS (% Market Share)
Mecklenburg	14.87
Wake	12.91
Durham	4.91
Buncombe	3.52
New Hanover	3.27

39.48%!!

Review

- New Hanover (**Tier 2**)
 - Pop. = 238,907, CTPF = 1.47, TAC = **350,032**, MS = 3.27%
- Pender (Tier 3)
 - Pop. = 65,146, CTPF = 0.70, TAC = 45,867, MS = 0.43%
- Polk (Tier 3)
 - Pop. = 20,836, CTPF = 0.62, TAC = 13,002, MS = 0.12%
- Camden (Tier 3)
 - Pop. = 11,249, CTPF = 0.45, TAC = 5,062, MS = 0.05%

Recommendation

- CTPF, TAC, MS should be considered as an additional factors in determining levels of *'economic distress' / Tier status*

Resources

- NC Department of Commerce:
<https://www.nccommerce.com/grants-incentives/county-distress-rankings-tiers#additional-reference-|-county-average-wages>
- NC Department of Revenue:
<http://www.dornc.com/publications/fiscalyearsales.html>
- KS Department of Revenue:
<http://www.ksrevenue.org/pullfactor.html>
- NCSU Forestry:
<https://forestry.ces.ncsu.edu/forestry-price-data/>
- Visit NC:
<https://partners.visitnc.com/economic-impact-studies>

The Effect of Adding County Trade Pull Factors, Trade Area Capture and Market Share Percentage Analysis to the Formula for Calculating Tier Ratings for North Carolina Counties

- Full Report Available
- <https://ty-trade-pull-factor-report-july-2021/>



Pender County Update on Black River Aquatic Connectivity Project and Slocum Trail Culvert Replacement

TO: Board of County Commissioners
FROM: Danielle Darkangelo
DATE: September 19, 2022
SUBJECT: Update on Black River Aquatic Connectivity Project and Slocum Trail Culvert Replacement

SUMMARY:

Cape Fear Resource Conservation and Development has been working on the Black River Aquatic Connectivity Project since 2018. The goal of this project is to identify barriers for aquatic species whose habitat includes the Black River and its tributaries, while also better understanding the areas where road crossings create drainage and/or flooding issues. An analysis and prioritization of 200 culverts in the Black River Basin was completed in 2019 and funding has been secured to replace a high-priority culvert on Slocum Trail in the Atkinson area.

Danielle Darkangelo, Executive Director of Cape Fear Resource Conservation and Development, will be providing an update to the Board on these projects.

ATTACHMENTS:

1. Slocum Trail Culvert Information



BR-236

BR-236 is proposed as a culvert replacement to support the Black River Aquatic Connectivity Assessment. The existing crossing assessment resulted in a SARP score of 0.19. Field measurements indicate that the culvert is perched about 1.2' above the normal water surface elevation which inhibits the free passage of aquatic organisms under normal flow conditions. Also, there is some undermining of the downstream-most culvert segment along with some joint separation. This scoring and field visit established that the crossing was to be classified as a severe barrier.



Culvert upstream inlet.

Picture Credit: Jeff Crump, M&N, November 11, 2019

The existing structure is a four-barreled 54" reinforced concrete pipe culvert about 53' in length providing crossing for Big Branch under Slocum Trail.



Culvert outlet shows that the culvert is perched

Picture Credit: Jeff Crump, M&N, November 11, 2019



Looking upstream from the culvert

Picture Credit: Jeff Crump, M&N, November 11, 2019

USGS Streamstats (USGS Streamstats, 2019) indicates a drainage area of 1.78 square miles at the existing crossing with 0.22 % impervious area. However, to account for future development, 5% of the total

Assessing Aquatic Connectivity in the Black River Watershed | 10292 | Page 29



catchment area was assumed to be impervious. Then, a proposed replacement culvert was conservatively sized using future flow conditions. The proposed culvert is a four-barreled 72" Reinforced Concrete Pipe.

The Proposed culvert was evaluated in HY-8 with respect to the NCDOT sizing criteria. Since Slocum Trail is considered a Minor Arterial road, the criteria states that the crossing is to be designed for a 25-year storm (Chang, 2016) and that the proposed headwater from a 100-year storm is not supposed to be higher than the existing 100-year headwater (Chang, 2016, pp. 9-5). The proposed culvert satisfies both of those requirements.

The 100-year overtops the roadway in the existing condition. The proposed culvert replacements will reduce the frequency of overtopping by being able to safely pass a 100-year flow without overtopping.

Existing culvert

Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	138.00	138.00	16.77	1.27	-0.81	1-S2n	0.90	1.14	0.90	1.61	7.36	5.02
10 YR	349.00	349.00	17.95	2.45	0.62	1-S2n	1.60	2.04	1.60	2.63	9.84	6.56
25 YR	482.00	482.00	18.51	3.01	1.53	1-S2n	1.97	2.49	1.97	3.10	10.83	7.17
100 YR	708.00	708.00	19.33	3.83	3.27	1-S2n	2.47	3.12	2.56	3.75	12.02	7.96

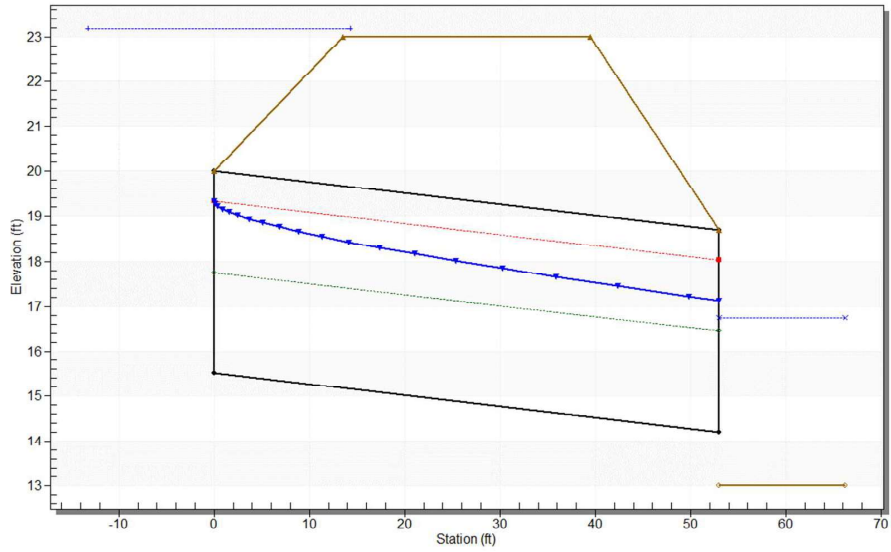
Proposed culvert

Results from HY8 for existing and proposed culverts at BR-236

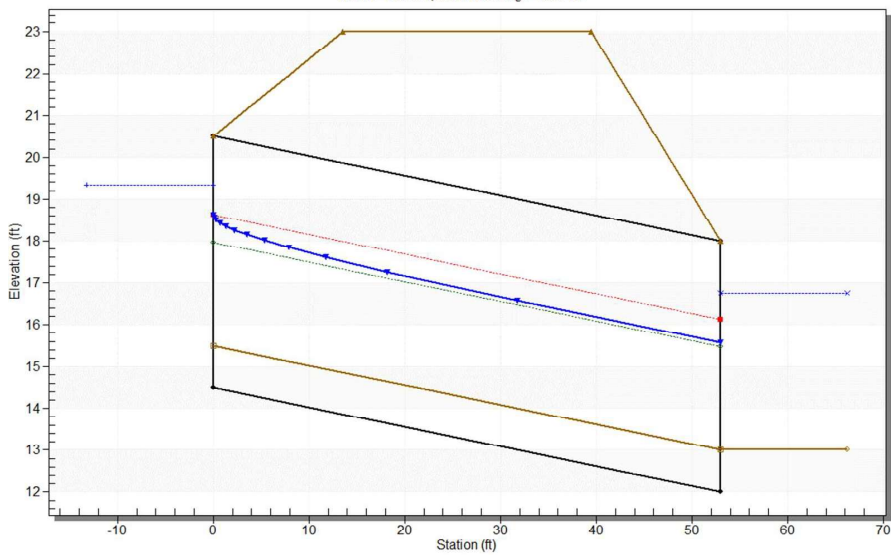
Discharge Names	Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth(ft)	Outlet Control Depth(ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
2 YR	138.00	138.00	17.80	2.30	0.51	1-S2n	0.95	1.68	1.12	1.61	10.80	5.02
10 YR	349.00	349.00	19.64	4.14	2.22	1-S2n	1.53	2.73	1.92	2.63	13.01	6.56
25 YR	482.00	482.00	20.77	5.27	3.43	5-S2n	1.82	3.23	2.33	3.10	14.00	7.17
100 YR	708.00	696.29	23.18	7.68	6.01	5-S2n	2.25	3.83	2.91	3.75	15.51	7.96



Crossing - Existing, Design Discharge - 708.0 cfs
Culvert - Culvert 1, Culvert Discharge - 696.3 cfs



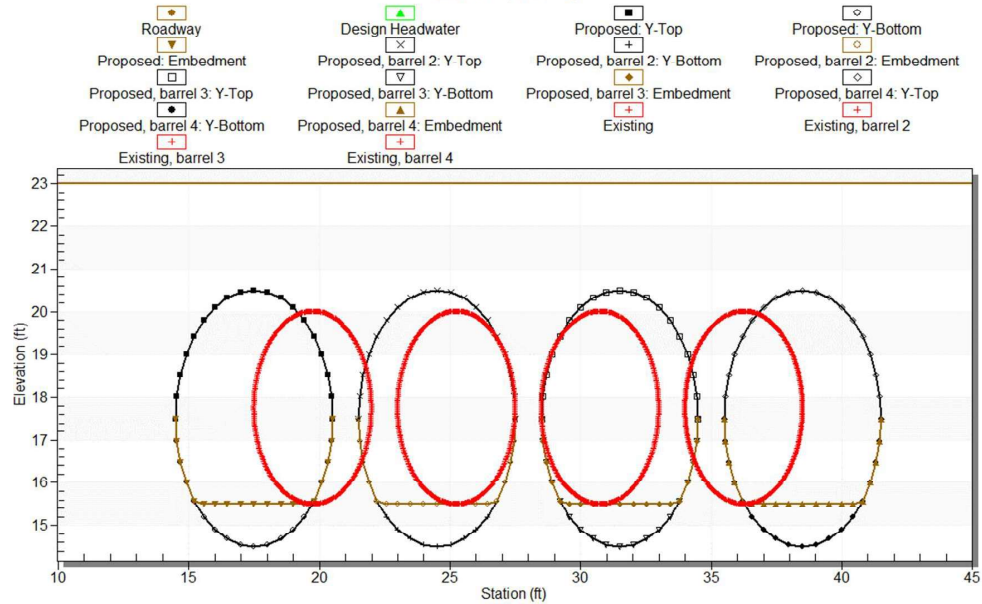
Crossing - Proposed, Design Discharge - 708.0 cfs
Culvert - Culvert 1, Culvert Discharge - 708.0 cfs



100-year Water Surface Elevations for Existing and Proposed Crossings

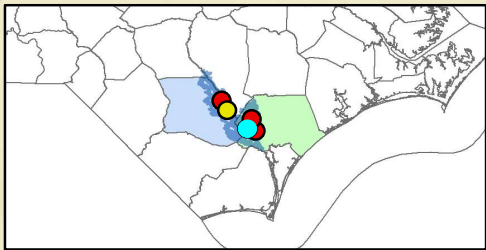


Crossing: Comparison Front View (Not to scale)



Crossing Comparison: Existing vs Proposed Upstream Face of BR-236

Field Index Map



BR-236

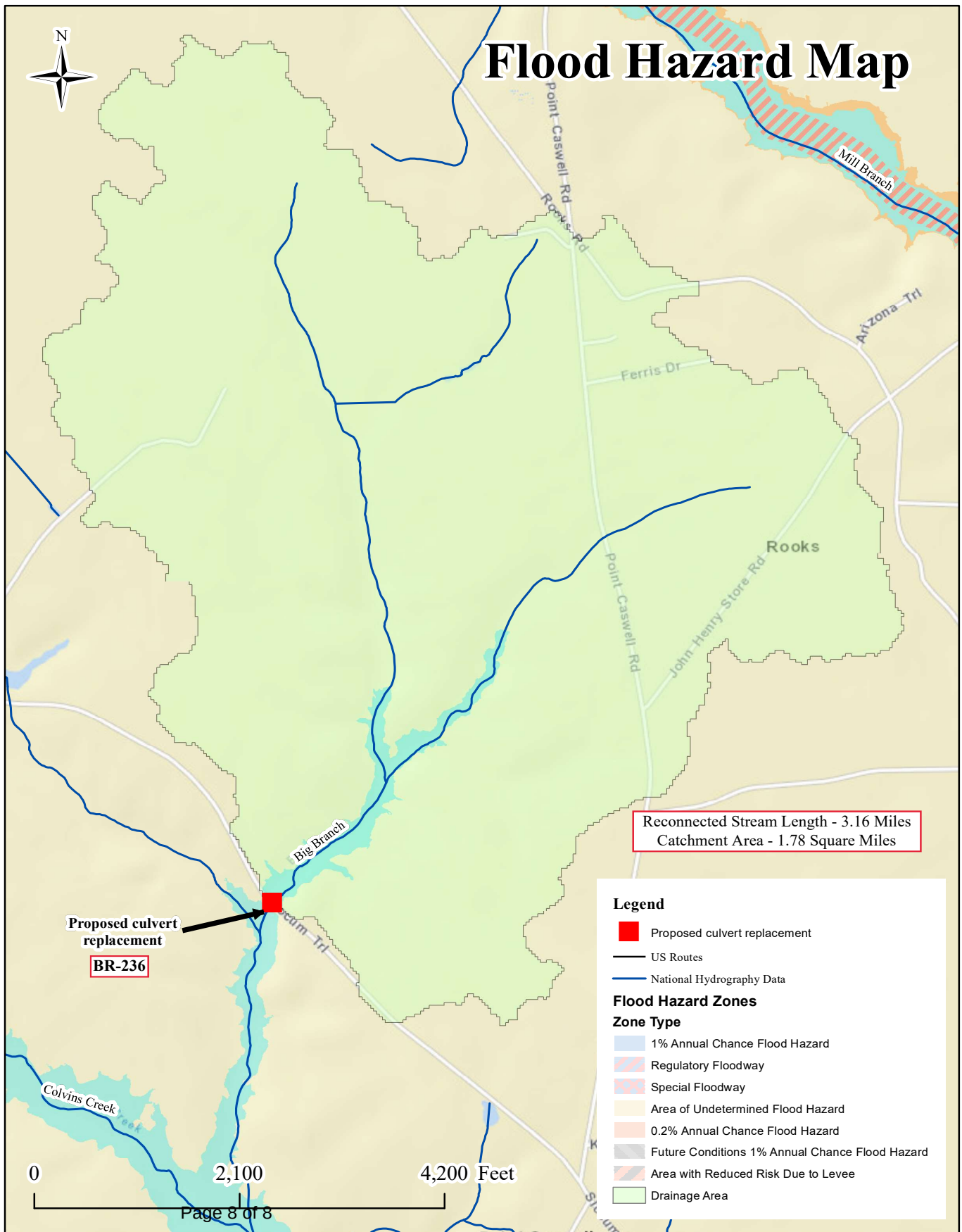
Legend

-  Proposed Culvert Replacement
-  US Routes
-  NC Routes
-  National Hydrography Data
-  Bladen County
-  Pender County

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0 1,100 2,200 Feet

Flood Hazard Map



Legend

- Proposed culvert replacement
- US Routes
- National Hydrography Data

Flood Hazard Zones

Zone Type

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Drainage Area



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: September 19, 2022
SUBJECT: Approve State Loan and Grant Funding Resolution and Application for CFPUA Water Interconnection Project

SUMMARY:

PCU is updating its application for this project with the addition of a CIP and our existing agreement with CFPUA to complete this project. Additional points should be gained by these improvements to our previous application, which did not receive funding.

Pender County Utilities and Cape Fear Public Utilities Authority (CFPUA) would like to interconnect our water systems at the county line on US 421. This interconnection would benefit both utilities during emergencies and even with the possibility of future regular water purchases going in either direction as needed. Pender County and CFPUA are working on an agreement to move forward with this project, and funds have been requested in the FY23 budget to move forward with the design work, currently with PCU operational funds.

The NC Division of Water Infrastructure received significant federal funds from the American Rescue Plan Act (ARPA) to be distributed to eligible water and wastewater projects in the state. There will likely be a significant amount that is distributed as grants, and possibly some as low interest 20-year loans. Since this project is moving forward and could qualify for the NCDWI funds, PCU is recommending that we apply for this funding. If we receive award of this funding, the county could use our PCU operational funds for other critical work of PCU. Even if we are awarded funding, we could still turn it down if the grant or loan conditions are not favorable.

The updated application for this project was still being finalized when this agenda item was being prepared, but I have the final document now for the Chair's signature. The submittal deadline is September 30th. The previously submitted application is attached for your reference.

The proposed resolution is required to be submitted with the application package for SRF loan and/or grant consideration (and the ARPA funding). If the resolution is not approved and included, the application package will be deemed incomplete and not considered.

ACTION REQUESTED:

Approve State Funding Resolution and Application for the CFPWA Water Interconnection Project

ATTACHMENTS:

Resolution and Certification by Recording Officer
Application submitted on May 2, 2022 (to be updated)

RESOLUTION BY THE BOARD OF COMMISSIONERS OF PENDER COUNTY

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system project, and
- WHEREAS, Pender County Public Utilities has need for and intends to construct a drinking water distribution system project described as the installation of approximately 1,000 LF of 12" PVC water main and meter vault, and
- WHEREAS, Pender County Public Utilities intends to request state funding assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF PENDER COUNTY:

Moore's Creek Water & Sewer District dba Pender County Public Utilities, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State funding award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Pender County Public Utilities to make scheduled repayment of the loan, to withhold from the Pender County Public Utilities any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Board Chairman Archibald "Fred" McCoy, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19th day of September 2022, at 805 S. Walker St. Burgaw, North Carolina.

Fred McCoy, Chairman
Pender County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of Pender County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Pender County Board of Commissioners duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

Tera Cline, Clerk



North Carolina Department of Environmental Quality
Division of Water Infrastructure
Application for Funding

(Last updated: February 2022)



1. General Information

Applicant Name Moore's Creek Water and Sewer District	County Pender	DUNS Number 079481224
Project Name US 421 CFPWA Water Interconnection Project	Federal Tax ID # 65-1282180	PWSID # (if applicable) NC7071011
Applicant Type ☐ Municipality ☐ County ☒ Water and Sewer District ☐ Water and Sewer Authority	Total Project Cost \$597,700	Funding Amount Requested \$597,700
Funding Type(s) Requested ☐ Asset Inventory and Assessment (AIA) Grant ☐ Merger/Regionalization Feasibility (MRF) Grant ☐ Pre-Construction Planning Grant (without construction) ☐ Other: _____		
☒ Construction Project ↳ ☒ Drinking Water ↳ ☐ Wastewater ↳ ☐ CWSRF Green Project: stream restoration, stormwater BMP, reclaim water		

Acceptance of Funding Offer (for Construction Projects only)

These questions will be used to identify the best funding fit. Funding from the American Rescue Plan Act (ARPA) is available as grants, and principal forgiveness is available from the State Revolving Funds.

- I am willing to accept funding that includes federal conditions. ☒ Yes ☐ No
- I will only accept a funding offer (loan and/or grant) if a minimum of \$0 is offered as a grant or principal forgiveness. Enter \$0 if you are willing to accept a loan offer with no grant or principal forgiveness.
- ☐ Because of the potential hardship related to a State Revolving Fund and/or State Reserve Program loan, this application seeks to replace the \$ _____ loan awarded to the Insert Project Name (Insert project number) with grant funding. *Note: loans that have already received disbursements are not eligible.*

2. System Parameters

Residential Sewer Connections	Residential Water Connections	
n/a	531	
Non-Residential Sewer Connections	Non-Residential Water Connections	
n/a	26	
Monthly Sewer Bill per 5,000 gallons	Monthly Water Bill per 5,000 gallons	
\$77.80	\$65.00	
Percentage of Utility Bills Collected and Rate Increase Percentages		
Year	Percentage of Utility Bills Collected	Rate Increase Percentage
2021	n/a	0%
2020	n/a	0%
2019	n/a	0%
2018	n/a	0%
2017	n/a	0%

(OVER)

3. Applicant Contact Information

Authorized Representative Name: David Piepmeyer
Authorized Representative Title: Chairman, Rocky Point Topsail Water and Sewer District
Mailing Address Line 1: PO Box 5
Mailing Address Line 2:
City: Burgaw
State: NC
Zip Code: 28425
Physical Address Line 1: 805 S. Walker Street
Physical Address Line 2:
Physical Address City: Burgaw
Physical Address State: NC
Physical Address Zip Code: 28425
Phone Number: 910-675-8653
E-Mail Address: dpiepmeyer@pendercountync.gov

4. Application Preparer Contact Information

Firm Name: McKim & Creed, Inc.
Contact Name: Tony Boahn
Mailing Address Line 1: 243 N Front St.
Mailing Address Line 2:
City: Wilmington
State: NC
Zip Code: 28401
Physical Address Line 1: 243 N Front St.
Physical Address Line 2:
Physical Address City: Wilmington
Physical Address State: NC
Physical Address Zip Code: 28401
Phone Number: (910) 343-1048
E-Mail Address: TBOAHN@mckimcreed.com

5. Engineer Contact Information

Is the engineering firm different from the application preparer? ☐ Yes ☒ No

Engineering Firm Name:
Contact Name:
Mailing Address 1:
Mailing Address 2:
City:
State:
Zip Code:
Physical Address Line 1:
Physical Address Line 2:
Physical Address City:
Physical Address State:
Physical Address Zip Code:
Phone Number:
E-Mail Address:

6. Project Description (see Instructions)

Pender County Utilities and Cape Fear Public Utility Authority (CFPUA) would like to interconnect their water systems at the county line on US 421. This interconnection would benefit both utilities during emergencies. The project will connect to Pender County's 12" water line (currently under construction) located approximately 870 LF south from the intersection of US 421 and Quality Way and will install approximately 1,150 LF of 12" PVC force main to connect to CFPUA's existing 12" water main. The project includes the following main components:

- 12" C900 DR 18 PVC Water Main
- 24" Steel Encasement Pipe w/ 12" RJ DI Carrier Pipe, CL350 Installed by Bore & Jack at Roadway Crossing
- Testing, Cleanup and Seeding
- Restrained Mechanical Joint Fittings w/ 401 Interior Coating
- 12" Gate Valve
- 2" Air Release / Vacuum Relief Valve Assembly in Manhole
- Erosion Control
- Traffic Control and Construction Access
- Miscellaneous Restoration
- Unknown Subsurface Conditions
- Existing Utility Relocation Allowance
- Clearing and Site Prep
- Open Cut Stream and Wetland Crossings
- Connect to Existing Water Main
- Mobilization

The project will expand the current water infrastructure to allow for resiliency and redundant supply in the existing system in the case of an emergency. There are no current interconnections between these systems.

Estimated number of new connections served by project (if applicable): n/a

For Construction Projects and Pre-Construction Planning Grants only:

- ☐ The proposed project is a result of an Asset Inventory and Assessment Grant previously awarded by the Division?
- ☐ The proposed project is a result of a Merger / Regionalization Feasibility Grant previously awarded by the Division?
- ☒ None of the above.

7. Additional Information for Consideration

n/a

(OVER)

8a. Project Budget (for Construction Projects and Pre-Construction Planning Grants only)			
	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
Construction Costs			
12" C900 DR 18 PVC Water Main	\$100,000.00	0	\$100,000.00
24" Steel Encasement Pipe w/ 12" RJ DI Carrier Pipe, CL350 Installed by Bore & Jack at Roadway Crossing	\$160,000.00	0	\$160,000.00
Testing, Cleanup and Seeding	\$8,000.00	0	\$8,000.00
Restrained Mechanical Joint Fittings w/ 401 Interior Coating	\$14,000.00	0	\$14,000.00
12" Gate Valve	\$5,000.00	0	\$5,000.00
2" Air Release / Vacuum Relief Valve Assembly in Manhole	\$10,000.00	0	\$10,000.00
Erosion Control	\$5,600.00	0	\$5,600.00
Traffic Control and Construction Access	\$8,000.00	0	\$8,000.00
Miscellaneous Restoration	\$8,000.00	0	\$8,000.00
Unknown Subsurface Conditions	\$9,000.00	0	\$9,000.00
Existing Utility Relocation Allowance	\$4,000.00	0	\$4,000.00
Clearing and Site Prep	\$12,000.00	0	\$12,000.00
Open Cut Stream and Wetland Crossings	\$15,000.00	0	\$15,000.00
Connection to Existing Water Mains	\$10,000.00	0	\$10,000.00
Mobilization	\$12,000.00	0	\$12,000.00
Contingency (10% of construction costs):	\$38,100.00	0	\$38,100.00
Construction Subtotal:	\$419,100.00	0	\$419,100.00
Engineering Costs			
Engineering Design	\$ 63,000.00	0	\$ 63,000.00
Permitting	\$ 3,000.000	0	\$ 3,000.000
Land Surveying Costs	\$ 33,000.00	0	\$ 33,000.00
Engineering Services During Construction	\$ 0.00	0	\$ 0.00
Engineering Subtotal:	\$ 99,000.00	0	\$ 99,000.00
Administration Costs			
Planning (pre-construction costs)	\$ 15,000.00	0	\$ 15,000.00
Easement Preparation	\$ 0.00	0	\$ 0.00

Page 4 of 7

Engineering Report Preparation	\$ 10,000.00	0	\$ 10,000.00
Environmental Documentation Preparation (if applicable)	\$ 15,000.00	0	\$ 15,000.00
Legal Costs	\$ 20,000.000	0	\$ 20,000.000
Compensation for Connection Fees and System Development Fees that will not be charged after connecting residences in disadvantaged, underserved areas (if applicable)	\$ 10,000.00	0	\$ 10,000.00
Project Funding Administration (if applicable)	\$ 0.00	0	\$ 0.00
Other:			
Administration Subtotal:	\$70,000.00	0	\$70,000.00
TOTAL PROJECT COST:	\$ 588,100.00	0	\$ 588,100.00
A Professional Engineer signature and seal for the estimate <u>must be provided</u> in the space to the right for the application to be considered complete.			

Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the Applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signature at the end of this application, he/she further certifies that:

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- Am
- Am
1. as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;
 2. the governing body agrees to provide for proper short-term and long-term maintenance and operation of the approved project after its completion;
 3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
 4. the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principal and interest on loans (if applicable) of the project;
 5. the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State;
 6. the Project Budget for construction projects and pre-construction planning grants provided in this application form (if applicable) includes all funding requested from all sources of funding proposed for this project;
 7. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina, or the special purpose unit of local government is incorporated under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Public officers or employees benefiting from public contracts; exceptions." (For units of local government only. All others should initial "N/A");
 8. the Applicant acknowledges that all loans, and Viable Utility Reserve grants, are subject to approval by the Local Government Commission;
 9. the Applicant acknowledges that, in accordance with G.S. 120-157.2, for local government debt to be issued greater than \$1,000,000, the local government must report to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission (For units of local government only. All others should initial "N/A"); and
 10. if the Applicant receives a grant with American Rescue Plan Act (ARPA) State Fiscal Recovery Funds, the Applicant acknowledges and accepts the following conditions:
 - a) all ARPA project funds must be reimbursed by December 31, 2026;
 - b) project funds will not be used to pay existing debt or as a match for other federal funds;
 - c) if the project is also funded with other federal funds, the federal requirements of the other funds will apply to the ARPA funds; and
 - d) for projects receiving ten million dollars or more in ARPA funding: recipients must certify or provide plans and reports meeting federal requirements on reporting on prevailing wage rates, project labor agreements, and related information as specified in the U.S. Treasury's [*Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds*](#) (pages 21-22).

Completeness Checklist

*In addition to this application, **the following items must be included for a complete application package. Incomplete applications will not be considered.** Please initial that each item is included in this submittal.*

- _____ Resolution by Governing Body of Applicant with Certification by Recording Officer*
- _____ Water & Sewer Financial Information Form*
- _____ Fund Transfer Certification*
- _____ Applicable Priority Rating System Form* with supporting narratives and documentation
- _____ Affordability Calculator* or handwritten affordability calculations
- _____ Current rate sheets in effect on application deadline (for both water and sewer if the utility provides both water and sewer, or for water or sewer depending on the utility service)
- _____ PE Seal on project budget (construction projects and pre-construction planning grants only. All others initial "N/A")
- _____ Supporting documentation/maps for construction projects that connect residences in disadvantaged, underserved areas to water/wastewater utility (if applicable. If not applicable, initial "N/A")

* Forms and templates are available separately on the [Division's website](#).

**** For each application, please provide copies that are bound (e.g., report cover with fasteners, plastic report combs, spiral or 3-ring binders). No paper clips, staples or binder clasps. ****

Submittal Information

- Send one (1) **original hard copy** and one (1) **electronic copy** of the Application.

Send complete Application package to:

Mailing Address[†] (US Postal Service only)

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Physical Address (FedEx, UPS)[‡]

Division of Water Infrastructure – 8th Floor, Archdale Building
512 North Salisbury Street
Raleigh, NC 27604
919.707.9160

[†]Please allow two weeks for delivery if mailing via the US Postal Service.

[‡]For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Application Signature

Please note: original signatures are required for each application.



SIGNATURE OF AUTHORIZED REPRESENTATIVE

David Piepmeyer

TYPED NAME

, Chairman

TYPED TITLE

4/28/22

DATE



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: September 19, 2022
SUBJECT: Approval of Resolution Adopting the FY23 PCU Capital Improvements Plan

SUMMARY:

Applications for funding by the NC Division of Water Infrastructure are scored, and received funding primarily based on which applications have the highest scores. We can receive additional points on our applications by having a current Capital Improvements Plan (CIP) that forecasts projects on a minimum 10-year period. PCU has developed the attached CIP primarily to gain points on our current and future funding applications, as well as to assist us in the budget preparation process in future years.

Adoption of the proposed CIP does not obligate the Board to fund or proceed with any of the projects listed. This is simply a planning tool that will serve as a guide to PCU during budget preparations and for O&M needs of the department.

ACTION REQUESTED:

Approve resolution adopting the FY23 PCU Capital Improvements Plan

ATTACHMENTS:

Resolution
Proposed PCU Capital Improvements Plan

PENDER COUNTY UTILITIES - CAPITAL IMPROVEMENTS PLAN - Water and Wastewater Assets															
Fund	Org. Code	Priority Ranking *	Description	Current FY 2023	Projected FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	10 YEAR TOTAL
Page 2 of 3	72	072	WATER DISTRIBUTION												
		1	SHWSD Elevated Tank & Wells	\$ 13,187,000											\$ 13,187,000
		6	Contractor Meter change-outs to drive-by (2500 meters/year)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000							\$ 5,000,000
		7	PCU Warehouse & Shelter Facility Design	\$ 500,000	\$ 4,200,000										\$ 4,700,000
		3	Pender Commerce Park Water & Sewer extensions	\$ 385,600											\$ 385,600
		9 & 23	Misc. small system expansions/loops (FY23 Batson Rd.)	\$ 350,000					\$ 500,000				\$ 700,000		\$ 1,550,000
		4	CFPUA Interconnection @ US421	\$ 70,000	\$ 518,100										\$ 588,100
		8	Booster Pump Station building repairs	\$ 60,000											\$ 60,000
		22	6 MGD Raw Water Capacity - Purchase from Brunswick County						\$ 5,000,000						\$ 5,000,000
			Western Pender Distribution Expansion								\$ 15,000,000				\$ 15,000,000
			New 0.7 MG Elevated Tank near existing Rocky Point tank									\$ 2,700,000			
			Water Transmission Improvements (17 to Hampstead Tank)										\$ 4,100,000		
			Water Transmission Improvements (421/Montague/210/Little Kelly)											\$ 9,100,000	
	72	069	WATER TREATMENT PLANT												
		2	RO Water Treatment Plant & Associated Improvements	\$ 78,750,000											\$ 78,750,000
		10	WTP NG Emergency Generator	\$ 1,500,000											\$ 1,500,000
			Surface Water Treatment Plant Upgrade to 6 mgd											\$ 1,800,000	
			TOTAL - WATER	\$ 95,802,600	\$ 5,718,100	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,500,000	\$ -	\$ 15,000,000	\$ 2,700,000	\$ 4,800,000	\$ 10,900,000	\$ 125,720,700
71	068		WASTEWATER PLANT_PCP												
		11	WWTP Flood Control Berm	\$ 600,000											\$ 600,000
		18	Outfall walkway improvements		\$ 250,000										\$ 250,000
		17	Handicap ramp to office		\$ 15,000										\$ 15,000
		21	New building - storage & workshop				\$ 1,500,000								\$ 1,500,000
			Pender Commerce Park WWTP Expansion							\$ 20,000,000					\$ 20,000,000
71	073		WASTEWATER COLLECTION												
		5	US421 Sewer pump station FM & WM	\$ 11,267,866											\$ 11,267,866
		12	Odor & Corrosion control at Regional PS	\$ 80,000											\$ 80,000
		13	Pump Station ARV & switchgear rehabilitation	\$ 75,000											\$ 75,000
71	073		WASTEWATER COLLECTION MAPLE HILL												
		14	Maple Hill WWTP Engineering Evaluation	\$ 35,000											\$ 35,000
		15	Remodel BASF guard shack for Maple Hill WWTP office/restroom	\$ 20,000											\$ 20,000
		19	Maple Hill WWTP Upgrade		\$ 100,000	\$ 250,000									\$ 350,000
		16	Actuator valves replacement		\$ 15,000										\$ 15,000
		20	Maple Hill WWTP office facility				\$ 150,000								
			TOTAL - WASTEWATER	\$ 12,077,866	\$ 380,000	\$ 250,000	\$ 1,650,000	\$ -	\$ -	\$ 20,000,000	\$ -	\$ -	\$ -	\$ -	\$ 34,207,866
			Total Fiscal Year Expenditure	\$ 107,880,466	\$ 6,098,100	\$ 1,250,000	\$ 2,650,000	\$ 1,000,000	\$ 5,500,000	\$ 20,000,000	\$ 15,000,000	\$ 2,700,000	\$ 4,800,000	\$ 10,900,000	\$ 159,928,566

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



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

Resolution Adopting the Pender County Utilities FY23 Capital Improvement Plan

WHEREAS, Pender County Utilities has a need to forecast its planned improvements over the next 10 years to improve its budgetary, operations, and maintenance planning activities, and

WHEREAS, Pender County Utilities has developed a Capital Improvements Plan for this purpose, and

WHEREAS, The Pender County Board of County Commissioners has reviewed and is in general agreement that the projects listed in the PCU Capital Improvements Plan are needed.

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

That the Board approves and adopts the FY23 Pender County Utilities Capital Improvements Plan.

Adopted this 19th day of September 2022.

Fred McCoy, Chairman
Pender County Board of Commissioners

ATTEST:

Tera Cline
Clerk to the Board





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Wes Stewart
DATE: September 19, 2021
SUBJECT: Approval of Purchase Orders to Computers for Department of Social Services: \$36,800

SUMMARY:

DSS will be replacing old desktop computers with Laptops. The cost will be \$39,800. DSS will receive 100% Federal Funds to pay for the computers. Funds have been budgeted and no additional funding or county dollars will be required.

SHI \$36,800 SHI has provided the state contract rate so no other quotes are needed.

100085-461760

ACTION REQUESTED:

Approval of a purchase order for \$39,000 to SHI for replace of Computers at DSS



Pricing Proposal
Quotation #: 22071514
Created On: 5/25/2022
Valid Until: 6/30/2022

NC-County of Pender

Connie Rivenbark

805 S. Walker St.
Burgaw, NC 28425
United States
Phone: 910-259-0230
Fax:
Email: crivenbark@pendercountync.gov

Inside Account Executive

Mike Zimmerman

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Standard Dell Laptop Mobile Precision 15" i5/16GB/256GB SSD Dell - Part#: Contract Name: Microcomputers and Peripherals Contract #: 204A	16	\$1,950.00	\$31,200.00
2 Dell Thunderbolt Dock WD19TBS - Docking station - USB-C / Thunderbolt 3 - HDMI, 2 x DP, Thunderbolt, USB-C - GigE - 180 Watt Dell - Part#: DELL-WD19TBS Contract Name: Microcomputers and Peripherals Contract #: 204A	16	\$350.00	\$5,600.00
Subtotal			\$36,800.00
*Tax			\$2,484.00
Total			\$39,284.00

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

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

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

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

From: dss.county.directors-bounces@lists.ncmail.net <dss.county.directors-bounces@lists.ncmail.net>
On Behalf Of Vulimiri, Madhu
Sent: Wednesday, August 31, 2022 4:20 PM
To: DHHS.DSS.County.Directors <DSS.County.Directors@lists.ncmail.net>
Cc: Ervin, Cynthia D <cynthia.ervin@dhhs.nc.gov>
Subject: [DSS.County.Directors] SNAP ARPA Update

Dear Directors,

North Carolina received \$15,443,247.61 for federal fiscal year (FFY) 2022 as a result of Section 1101(b) of the American Rescue Plan Act of 2021 (The Act). These funds are to be used for SNAP administrative expenses to assist State agencies in carrying out legislative provisions and administering SNAP. DHHS is providing all 100 counties with SNAP ARPA funds to cover a portion of the county share of administering the FNS program due to the workload increases that counties are experiencing as a result of increased food insecurity associated with the pandemic. County allocation amounts were shared in [April 2022](#).

As a reminder, agencies are encouraged to direct administrative funding provided by the Act to SNAP improvements aligned with key Administration priorities, including:

- Investment in technology to improve client access to SNAP, including online applications, benefit management tools, text messaging, and ensuring all client access is mobile enabled.
- Expand call center capacity and reduce call center wait times.
- Make investments in employees and infrastructure to provide the necessary technology and training in order to modernize customer service delivery.
- Explore opportunities to improve service delivery and access to vulnerable populations that may be disproportionately impacted by remote operations, language barriers, fear of government services, and a lack of access to technology.
- Improve reporting systems to ensure timely and reliable information is provided to USDA FNS, Congress, and stakeholders on program outcomes and activities, including major systems changes."

Counties will not need to do anything additional, beyond normal processes to receive these funds. Normal coding used, as appropriate, with the state reclassing FNS 50/50 funds to 100%, up to the allocation for each county. Counties will receive the 100% reimbursement with the July services, paid in the August 1571/EFT cycle. NCDHHS is making the reclassing entries, replacing standard SNAP 50/50 reimbursement with the 100% SNAP ARPA funds. **Current indications are that all 100 counties will be paid their full allocation for these funds based on the July service/August payment 1571 submission.** The detailed breakdown of the SNAP ARPA reimbursement will be detailed on the WCA335 XS335 Reimbursement Report.

A few reminders:

- Counties will have until June 30, 2023 to spend these savings to invest in and enhance their FNS program.
- For allocation amounts outlined in [April 2022](#), the state is not approving counties' plans for use of their realized administrative funding savings.

Please reach out to your LBL if you have any questions about SNAP ARPA.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Erik Harvey
DATE: September 19, 2022
SUBJECT: Approval of a Purchase Order to Huntington Leasing Corporation for Annual IT Infrastructure Renewal in the amount of \$381,322.00.

SUMMARY:

This annual renewal allows the Information Technology Services (ITS) Department to keep IT infrastructure, such as virtualization, networking, failover systems, data storage, and backup and disaster recovery managed, supported, and updated. Ultimately, this has allowed the County departments to provide services more efficiently and effectively to the Citizens of Pender County.

The County currently has three schedules on the lease:

1. Schedule 001R
2. Schedule 002
3. Schedule 001R Extension

This annual renewal on Schedule 001R will change from \$25,662.00 to \$11,170.09 per month beginning October 1st, 2022. This is a cost savings of \$14,491.91 per month. Schedule 002 is set at \$15,699.60 per month and ends on June 30, 2024. Schedule 001R is set at \$11,170.09 per month and ends June 30, 2024. The County also is required to pay property tax in the amount of \$25,614.18 for FY 22-23 on this IT infrastructure equipment.

ACTION REQUESTED:

To approve a Purchase Order to Huntington Leasing Corporation for Annual IT Infrastructure renewal in the amount of \$381,322.00. This expenditure has been budgeted in the FY 22-23 Budget Ordinance and will be taken from the following line item:

IT Equipment Lease: 445-402150



Lease Agreement Number PE052118

Lease Agreement

This Lease Agreement, dated May 21, 2018, by and between WINTHROP RESOURCES CORPORATION (the "Lessor") with an office located at 11100 Wayzata Boulevard, Suite 800, Minnetonka, Minnesota 55305 and PENDER COUNTY, NORTH CAROLINA (the "Lessee") with an office located at 805 South Walker Street, Burgaw, North Carolina 28425.

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

1. Term

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

2. Commencement Date

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

3. Lease Charge

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

4. Taxes

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

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

5. Delivery and Freight Costs

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

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

6. Installation

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

7. Return to Lessor

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

8. Maintenance

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

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

9. Location, Ownership and Use

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

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

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

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

10. Financing Statement

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

11. Alterations and Attachments

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

12. Loss and Damage

Lessee shall assume and bear the risk of loss, theft and damage (including any governmental requisition, condemnation or confiscation) to the Equipment and all component parts thereof from any and every cause whatsoever, whether or not covered by

insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment. In the event that all or part of the Equipment shall, as a result of any cause whatsoever, become lost, stolen, destroyed or otherwise rendered irreparably unusable or damaged (collectively, the "Loss") then Lessee shall, within ten (10) days after the Loss, fully inform Lessor in writing of such a Loss and shall pay to Lessor the following amounts: (i) the Monthly Lease Charges (and other amounts) due and owing under this Lease Agreement at the time of the Loss (or Event of Default, as defined hereinafter), plus (ii) the Original Cost of the Equipment subject to the Loss (or Event of Default, as defined hereinafter) multiplied by the "Percent of Original Cost." The Original Cost of a particular item of Equipment shall be Lessee's original purchase price of such item at the time of its purchase or payment to the applicable vendor by Lessor, plus additional or related charges such as taxes, delivery and freight, installation, maintenance, etc. The Percent of Original Cost shall be the Per Payment Factor multiplied by the number of lease payments Lessor has received from Lessee during the Initial Term subtracted from 112 and then divided by 100. The Per Payment Factor is the sum of 112 multiplied by 0.8 divided by the number of Monthly Lease Charges that are due during the Initial Term (collectively, the sum of (i) plus (ii) shall be the "Casualty Loss Value"). Upon receipt by Lessor of the Casualty Loss Value: (i) the applicable Equipment shall be removed from the Lease Schedule; and (ii) Lessee's obligation to pay Lease Charges associated with the applicable Equipment shall cease. Lessor may request, and Lessee shall complete, an affidavit(s) which swears out the facts supporting the Loss of any item of Equipment.

13. Insurance

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

14. Enforcement of Warranties

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

15. Warranties, Disclaimers and Indemnity

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

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

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

16. Event of Default

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

- (1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due;
- (2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith, which is not cured within ten (10) days after written notice thereof from Lessor;
- (3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or part with possession of, any item of Equipment;
- (4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of

creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purpose, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;

- (5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;
- (6) Lessee defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or Lessee defaults under any other agreement now existing or hereafter made with Lessor;
- (7) Lessee dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence; or
- (8) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement.

17. Remedies

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

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

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

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

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

18. Costs and Attorneys' Fees

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

19. Lessor's Performance Option

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

20. Quiet Possession and Inspection

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

21. Assignments

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign this Lease Agreement or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of Lessor's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party

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

22. Survival of Obligations

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

23. Authority

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

24. Landlords' and Mortgagees' Waiver

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

25. Miscellaneous

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

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO

THIS AGREEMENT OR SUCH TRANSACTIONS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

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

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

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

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

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

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

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

26. REPOSSESSION

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

27. Net Lease

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

28. Funding Out

Lessee shall have the option to terminate this Lease Agreement at the end of a fiscal period contingent upon the following conditions: (i) Appropriation of monies for this Lease Agreement has been terminated or not continued and such non-appropriation is memorialized in a formal act by the Lessee; (ii) Lessee has given Lessor one hundred twenty (120) days written notice of any likely non-appropriation; (iii) Lessee pays to Lessor all monies due and payable at the time of the termination plus all monies that would have become due and payable during the entire term of this Lease Agreement but for the termination; and (iv) Lessee's return, in compliance with this Lease Agreement, of all of the equipment listed on and subject to this Lease Agreement. Lessee further agrees that: (i) any monies authorized and allocated to it for the rental, lease or acquisition of equipment that is like the equipment listed on and subject to this Lease Agreement shall be remitted to Lessor until such monies or funds are exhausted; (ii) Lessee will use its best efforts to obtain authorization and appropriation of monies or funds in order to fulfill its obligations associated with this Lease Agreement by including in its budget for each fiscal appropriation period a formal request for monies in an amount no less than Lessee's total monetary obligations for the fiscal appropriations period; and (iii) Lessee will not seek the cancellation or termination of this Lease Agreement in order to permit Lessee to acquire similar or like equipment or to allocate funds to directly or indirectly perform essentially the same or similar applications, functions or purposes for which the equipment was or is being used.

29. Headings

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

30. Electronic Signatures

The express intent of the parties is that the Lease Agreement be a valid and legally enforceable lease contract between Lessee and Lessor notwithstanding any means of

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

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

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

Every Term is Agreed to and Accepted:
WINTHROP RESOURCES CORPORATION

By: Barbara E. King
Print Name: Barbara E. King
Title: Senior Vice President
Date: 6/20/18

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

By: George R. Brown
Print Name: George R. Brown
Title: BCCC CHAIRMAN
Date: 6-4-18

CERTIFICATION

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

Katherine C. Brappard
(Signature of finance officer)



Invoice

Invoice Number: **732589**
Customer Name: **Pender County, North Carolina**

We appreciate your business!
If you have any questions regarding this invoice,
please call us at 1 248 339 1441

Attention To:
Invoice Date: **02-SEP-2022**
Due Date: **01-OCT-2022**

Total Due:	27,394.19
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Remittance Instructions

Pay by Wire

Huntington Technology Finance
ABA: 044000024
Account: 01893251311

Pay by Check

Send by mail to:
L-3708
Columbus, OH
43260-3708

Make checks payable to:
Huntington Technology Finance

Please include your invoice number with wire information. Please send remittance information to HTF-Remittance@Huntington.com.

Invoice Summary

Description	Amount USD	Tax USD	Total USD
Rent	25,662.00	1,732.19	27,394.19
Total	25,662.00	1,732.19	27,394.19

Messages:

Contact Us

Inquiry Phone: 1 248 339 1441
Courier/Inquiry Address: 2285 Franklin Rd Bloomfield Hills MI 48302
Pay by Check: L-3708 Columbus, OH 43260-3708
Inquiry Email: operations@huntington.atlassian.net
Inquiry URL: www.huntington.com/techfinance

Invoice Detail (continued)

Invoice Details

Schedule No.	PO Number	Billing Period	Amount USD	Tax USD	Total USD
PE052118-001R		01-OCT-2022 - 31-OCT-2022	25,662.00	1,732.19	27,394.19

We appreciate your business!

If you have any questions regarding this invoice, please contact us at 1 248 339 1441 or HTF-Billing@Huntington.com



Invoice

Invoice Number: **734715**
Customer Name: **Pender County, North Carolina**

We appreciate your business!
If you have any questions regarding this invoice,
please call us at 1 248 339 1441

Attention To:
Invoice Date: **07-SEP-2022**
Due Date: **01-OCT-2022**

Total Due:	16,759.32
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Remittance Instructions

Pay by Wire

Huntington Technology Finance
ABA: 044000024
Account: 01893251311

Pay by Check

Send by mail to:
L-3708
Columbus, OH
43260-3708

Make checks payable to:
Huntington Technology Finance

Please include your invoice number with wire information. Please send remittance information to HTF-Remittance@Huntington.com.

Invoice Summary

Description	Amount USD	Tax USD	Total USD
Rent	15,699.60	1,059.72	16,759.32
Total	15,699.60	1,059.72	16,759.32

Messages:

Contact Us

Inquiry Phone: 1 248 339 1441
Courier/Inquiry Address: 2285 Franklin Rd Bloomfield Hills MI 48302
Pay by Check: L-3708 Columbus, OH 43260-3708
Inquiry Email: operations@huntington.atlassian.net
Inquiry URL: www.huntington.com/techfinance

Invoice Detail (continued)

Invoice Details

Schedule No.	PO Number	Billing Period	Amount USD	Tax USD	Total USD
PCO-002		01-OCT-2022 - 31-OCT-2022	15,699.60	1,059.72	16,759.32

We appreciate your business!

If you have any questions regarding this invoice, please contact us at 1 248 339 1441 or HTF-Billing@Huntington.com

**Extension and Renewal No. 1
to Lease Schedule No. 001R December 6, 2018
to Lease Agreement No. PE052118 dated May 21, 2018**

Lessor: Huntington Technology Finance, Inc. (as successor/assignee of TCF National Bank)	Lessee: Pender County, North Carolina
With an address and current notice address at: 2285 Franklin Road, Suite 100 Bloomfield Hills, MI 48302	With an address and current notice address at: 805 South Walker Street Burgaw, NC 28425

Lessee and Lessor extend the term of the above-referenced Lease Schedule made pursuant to the above-referenced Lease Agreement between Lessee and Lessor, the defined terms of which apply hereto except as provided herein, as to the Equipment identified below as the Renewed Equipment, for a renewal term identified below as the Renewal Term, and with the Monthly Lease Charge for the Renewed Equipment being as identified below effective from the beginning of the Renewal Term. This Extension and Renewal is a part of and amends the above-referenced Lease Schedule and related provisions of the Lease Agreement, which except as provided herein remain in effect on their terms, and which are reaffirmed.

Renewed Equipment: All of the Equipment identified in the Lease.

Renewal Term: The 20 months beginning September 30, 2022. No rent shall accrue on September 30, 2022 for this Extension and Renewal, however, Lessee shall not be entitled to reimbursement for September 30, 2022 for the Rental Payment due under Lease Schedule No. 001R. Rent shall accrue under this Extension and Renewal on October 1, 2022 and shall be due and payable on October 1, 2022 and the first day of each month thereafter for the Renewal Term.

Monthly Lease Charge: \$11,179.09.

Casualty Loss Value: Effective from the beginning of the Renewal Term, the Casualty Loss Value of the Renewed Equipment will be such amount as would be determined for the day preceding the Renewal Term.

At Lessor's option this and related documents will be signed and delivered electronically through Lessor's account with DocuSign under the electronic contracting process and terms thereof. Otherwise, if Lessee and Lessor have separately supplemented the Lease Agreement in writing to provide for other kinds of electronic signature and delivery, Lessee may sign and deliver this and related documents as provided therein. Printed or other tangible copies of originals or copies of this and related documents that are faxed, scanned, emailed, photocopied, stored, transmitted, and/or otherwise represented or dealt with electronically (e.g., by PDF) will suffice as originals for all evidentiary purposes. This and related documents are executable in counterparts. Except when signing electronically as contemplated above, Lessee will manually sign one counterpart hereof (or more, if Lessor permits more than one) and promptly deliver all originals to Lessor.

Huntington Technology Finance, Inc. ("**Lessor**")

Pender County, North Carolina ("**Lessee**")

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**Pender County
BOCC Minutes September 6, 2022**

TO: Board of County Commissioners
FROM: Tera Cline
DATE: September 19, 2022
SUBJECT: Approval of the Board of Commissioner Meeting Minutes September 6, 2022

SUMMARY:

Approval of the Board of Commissioner Meeting Minutes September 6, 2022

ACTION REQUESTED:

Approval of the Board of Commissioner Meeting Minutes September 6, 2022



MINUTES
Board of County Commissioners Meeting
Tuesday, September 6, 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
Trey Thurman, County Attorney
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

Vice Chairwomen Newton called the meeting to order at 4:00 pm

2 INVOCATION

Invocation by Commissioner Brown

3 PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Commissioner Piepmeyer
Vice Chairwoman Newton introduced David Andrews as the new Pender County Manager.

4 SELECTION OF COUNTY COMMISSIONER OFFICIALS

Vice Chairwoman Newton announced that Trey Thurman, County Attorney, is assigned as the Moderator going into Items listed under 4. Selection of County Commissioner Officials.

4.1 Approval of Rules of Succession for Pender County Board of County Commissioners.

Trey Thurman requested nominations for Chairman. Commissioner Brown requested discussion of 4.1. After discussion by the board motion was made to table section 4 until further discussion could take place by the board.

Moved by George Brown, seconded by Fred McCoy

Motion to remove Section 4 from the agenda until further discussion can take place.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton			x	
David Piepmeyer		x		
Jimmy Tate	x			
	3	1	1	0

CARRIED.

- 4.2 Commissioner Piepmeyer requested to have the floor and stated that he had resigned as Chairman last month due to health reasons at the advise of his doctors and family. He stated it was a personal decision and is what is best for him. Vice Chair Newton requested a motion to adopt the agenda. Commissioner Brown stated that a chairman and vice chairman still needed to be decided. Vice Chair Newton stated she thought a motion was made to pull section 4 from the agenda and Commissioner Brown stated no just item 4.1. Trey Thurman, County Attorney, stated the board could do as they please.

- 4.3 Assign County Attorney Trey Thurman as Moderator.

Vice Chair Newton gave Trey Thurman, Attorney, moderation of the meeting. Trey Thurman opened the floor for nominations for Chairman to the Pender County Board of County Commissioners. Commissioner Brown nominated Commissioner McCoy as Chairman and Commissioner Tate seconded the motion.

Moved by George Brown, seconded by Jimmy Tate

Motion to approve Commissioner McCoy as Chairman.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

Jacqueline A. Newton		x		
David Piepmeyer		x		
Jimmy Tate	x			
	3	2	0	0

CARRIED.

4.4 Nomination and Selection of Vice-Chairman.

Trey Thurman, Attorney, opened the floor for nominations for Vice Chair. Commissioner Brown nominated Commissioner Tate for Vice Chair and Chairman McCoy seconded the motion. Commissioner Piepmeyer opened discussion in regards to the voting of a new Vice Chairperson. Mr. Thurman stated its entirely up to the board on how they wish to proceed it was on the agenda to elect a vice chair. Commissioner Piepmeyer stated the seat of Vice Chair was never vacant. The Board had a lengthy discussion as to the rules etc. in regards to Vice Chair. The attorney stated there is no rule in removing a vice chair and appointing another one. It was then stated by Commissioner Brown that nothing was said when he asked if they wanted his motion for vice chair rescinded so the meeting moved forward.

Moved by George Brown, seconded by Fred McCoy

Motion to appoint Commissioner Tate as Vice Chair.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton		x		
David Piepmeyer		x		
Jimmy Tate	x			
	3	2	0	0

CARRIED.

5 ADOPTION OF AGENDA

5.1 Motion to adopt the agenda

Moved by George Brown, seconded by Jimmy Tate

Motion approved

	For	Against	Abstained	Absent
George Brown	x			

Fred McCoy	x			
Jacqueline A. Newton			x	
David Piepmeyer			x	
Jimmy Tate	x			
	3	0	2	0

CARRIED.

6 PUBLIC INFORMATION

- 6.1 Tony McEwen with the American Flood Coalition presenting their policy booklet and a resolution in support of Pender County joining the American Flood Coalition.

Tony McEwen, presented to the board in regards to joining the American Flood Coalition. He stated is a nonpartisan group of political, military, business, and local leaders that have come together to unlock national solutions to flooding and sea level rise. We proactively address the growing cost of coastal, riverine, and flash flooding by advocating for smarter planning and investment before these disasters strike. Their mission is Protecting communities that are vulnerable to flooding and sea level rise is a national issue that must be met with national solutions—it is vitally important to our country's citizen well-being, economic strength, and security. He stated that \$1 dollar spent on pre-disaster mitigation saves \$4 to \$7 dollars in disaster relief. He presented on membership benefits advantages. A resolution will be added to the next agenda for approval to join the American Flood Coalition.

- 6.2 Hampstead Bypass Update from NC DOT

17 - 36

Daiel Waugh, Resident Engineer NC DOT Div 3, presented to the public and the board and update on the Hampstead Bypass. Please see attached presentation.

[2022.09.06 - Pender County Commissioners Progress Presentation](#)

- 6.3 2021 Visitor Impact for Pender County Visitor Spending Increases to \$165.29 Million. Domestic and international visitors to and within Pender County spent \$165.29 Million in 2021, an increase from \$131.9 Million in 2020. Pender County Tourism experienced a visitor spending growth rate of 25.4 percent. This data comes from an annual study commissioned by Visit North Carolina, a unit of the Economic Development Partnership of North Carolina.

Tammy Proctor, Tourism Director, gave a brief overview of Pender County tourism numbers for 2021.

7 PUBLIC COMMENT

Tim Zizack, 1203 Ocean Blvd, Stated the project name in Item number 9.1 came into conversation in 2019 and he wanted to thank Pender County and its utilities department for communicating the progress. He stated he is in full support of this project.

Elizabeth Craver, Clerk of Court, Pender County, addressed the board and stated that in May 2019 it was brought up to the board about our space and needs assessment then ended up being removed from the agenda. This item was discussed at the 11-1-2021 open session and then again during 11-15-2021 closed session with Judge Corpening, Judge Gorham, Clerk Elizabeth Craver, to discuss space needs. She stated that the board agreed to a space needs study at that time and stated it would be done by the first of the year. Clerk Craver stated that according to a letter from the state that said she is required to have original court records in paper format and they have to be kept in the original building of origin according to General Statue 132-7. See attached General Statue 132.7.

8 CONSENT AGENDA

- 8.1 Request for Position Reclassification due to Certification Earned
- 8.2 Budget Ordinance Amendment-Juvenile Crime Prevention Council Administration Funds
- 8.3 Approval of a Purchase Order to United Rentals in the amount of \$62,972 for a used Forklift.
- 8.4 Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2022-2023: Low Income Household Water Assistance Program: \$70085.23
- 8.5 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: \$141,970
- 8.6 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: \$20,000
- 8.7 Approval of Housing department software program
- 8.8 Approval of Tax Releases and Refunds
- 8.9 Approve a Purchase Order/Sole Source for Consolidated Laundry
- 8.10 Approval of the Board of Commissioner Meeting Minutes August 15, 2022
- 8.11 Request for Approval of Purchase Order for Performance Automotive to purchase two new pickup trucks

- 8.12 Approval of Surplus Property Advertisement for Auction - Slocum Trail, Currie
- 8.13 Motion to approve Consent Agenda. Commissioner Piepmeyer stated he had some concern in regards to not having 3 bids on this item. It was determined that no quotes were needed due to purchase being made by state contract. Vice Chairman Tate brought up agenda item 8.2 and confirmed with Dee Turner if any of this funding would involve Mount Calvary organization. Vice Chairman Tate confirmed with Trey Thurman, Attorney, if he was ok with him not recusing himself. Mr. Thurman stated yes.

Moved by George Brown, seconded by Jimmy Tate

Motion to adopt Consent agenda

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

CARRIED.

9 APPROVALS AND RESOLUTIONS

- 9.1 Approval of Resolution Allowing the Proposed RPTWSD RO Plant Project to be Constructed on the Recently Purchased County Properties on NC 210

Kenny Keel, Utilities Director, stated to the board that they started working on this potential RO plant project back in 2019. Initially a report to try to figure out what the best way to get water get additional water down to the 17 corridors would be and the report that was completed determined our plant in that vicinity of that area would be the best way to go. So, we started under design of that project, which also included an elevated tank and some additional wells and work on the RO plant. We were able to move full steam ahead on the elevated tank and wells as those are sort of a stopgap measure to ensure we have enough water between now and the time that we're able to build RO plant. We've done some preliminary work on the RO plant, but we weren't able to really make any good progress until we get an actual site for our plan. Between myself and the previous county manager with trying to find property that would be appropriate for use for the plant for 2 1/2 years

now and it's been a very difficult process, we've had a few things, a few locations that we tried to move forward on, but various things derailed it. To construct a plant and have all the all the the plant facilities and the wells on one piece of property, we need around 200 acres to be able to do what we need to do.

It's been a real difficulty finding that amount of land and finding it where it's affordable enough that we could actually purchase this property that I'm asking about tonight was purchased earlier this year by the county originally with the intent of putting the schools there. But since that time is the school system is noted that the property isn't big enough for them to do everything they need to do so. Brad George and Kenny Keel and the Board had a lengthy discussion in regards to the DBL property and what options they had. Commissioner Piepmeyer discussed his effort to reach out to the NC Wildlife Commission to no avail.

Moved by David Piepmeyer, seconded by Jimmy Tate

Motion to deny

	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.

9.2 Approval of Budget Ordinance Amendment and Purchase Order for 48" Leak Repair on LCFWASA Raw Water Main

Kenny Keel presented to the board that the major leak on the 48" raw water main from LCFWASA which feeds the Pender County Water Plant was repaired in late 2021/early 2022. The costs of the repairs is being passed on to the partners based on each partner's water usage. The actual costs were not determined in time for the normal budget process, so it was not budgeted.

The LCFWASA Board approved this distribution of costs at its August 8, 2022 meeting. Total cost of the repairs was \$2,521,503.84. Pender County's share of the cost is \$343,775.03.

A budget ordinance amendment moving funds from the Enterprise Fund Balance (72-399000) to the water Maintenance/Repairs-Equipment

account (072-401600) is requested in the amount of \$343,775.03 to make funds available for this expense. Approval of a purchase order in this amount is also requested.

Moved by Jacqueline A. Newton, seconded by Jimmy Tate

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.

9.3 Approval of Bobbitt Construction Contract for Architectural and Engineering Design of future Health and Human Services Building.

Carolyn Moser, Health Director, stated at the June 6th, 2022 BOCC meeting, the Board awarded the Architectural and Engineering Design contract to Bobbitt Construction for the of the future Health and Human Service Building. We are requesting the Board to approve the attached contract with Bobbitt Construction.

Moved by David Piepmeyer, seconded by George Brown

Motion to approve subject to feedback from USDA

	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.

9.4 Resolution to Declare a Glock Model 22 40cal Handgun Surplus and Award it to Retired Deputy Sherry Lewis in Recognition of her Service to the Citizens of Pender County in the Pender County Sheriff's Office.

Sheriff Alan Cutler, requested approval of the attached resolution and award of Glock 22 40 cal (Serial# AEZP 591) handgun to retired Deputy Sherry Lewis.

Moved by George Brown, seconded by Jimmy Tate

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.

- 9.5 Approval of Purchase Order to Fairway Ford for the purchase of three (3) 2023 Ford Police Interceptor Utility Explorers and two (2) 2023 Ford F150 Police Responders in the amount of \$277,553.00.

Sheriff Cutler, is requesting the approval of a Purchase Order to purchase three (3) 2023 Ford Police Interceptor Utility Explorers and two (2) 2023 Ford F150 Police Responders. These Explorers and Trucks will be purchased from Fairway Ford in Burgaw at North Carolina Sheriff's Association pricing in the amount of \$277,553.00. This price also includes the outfitting of the equipment needed in the truck including but not limited to the strobe lights, computer stand, mobile radio mount, decals, etc.

These funds will come from account 510-407403.

These vehicles were budgeted for in FY 2023.

Moved by David Piepmeyer, seconded by George Brown

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.

9.6 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3229-00-6934-0000 West Hayes Street, Burgaw

Meg Blue, Finance Director, Please consider attached documentation of bid for surplus property - parcel number 3228-49-6937-0000 near Industrial Drive in Burgaw. 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 \$24,200 bid from Harold Walker 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 \$25,000. The County acquired through tax foreclosure in 2021 for \$4,509.99.

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			
	4	1	0	0

CARRIED.

9.7 Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3229-00-5992-0000 West Hayes Street, Burgaw

Meg Blue, Finance Director, Requested to consider attached documentation of bid for surplus property - parcel number 3229-00-5992-0000 on West Hayes Street in Burgaw. 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 \$7,951 bid from Clifford White 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 \$6,635.
The County acquired through tax foreclosure in 2014 for \$1,130.15.

Moved by George Brown, seconded by Jimmy Tate

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.

9.8 Approval of Offer & Authorize Closing Process for Sale of Surplus
Property - Parcel 3228-49-6937-0000 near Industrial Drive, Burgaw

Meg Blue, Finance Director, requested to Please consider attached documentation of bid for surplus property - parcel number 3228-49-6937-0000 near Industrial Drive in Burgaw. 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 \$24,200 bid from Harold Walker 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 \$25,000. The County acquired through tax foreclosure in 2021 for \$4,509.99.

Moved by George Brown, seconded by Jimmy Tate

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.

- 9.9 Award of Contract for Professional Services for a Project Director to Guide the County in the RFP process for a Health Provider for Pender Memorial Hospital with Juniper Advisory in response to RFQ #220711-229

Meg Blue, Finance Director, presented as discussed at previous meetings, the Board authorized issue of RFQ #220711-229. This RFQ was issued to solicit Statements of Qualifications from qualified Advisors interested in providing professional services for a Project Director to guide the County in the Request for Proposal process for a Health Provider for Pender Memorial Hospital.

This item is for award of Professional Services Contract for Advisory Services with Juniper Advisory in response to RFQ #220711-229. This will authorize County staff to begin negotiations and move forward with the budget amendment and associated purchase order once terms are agreed.

This decision is based on multiple factors detailed in the RFQ, along with the RFQ response and the recommended proposal. The experience of Juniper Advisory appears to meet the County's requirements for relevant experience to advise on this project. Should the Board choose not to award this contract to Juniper Advisory at this time, the County has the option to re-rid or pursue other avenues as desired.

The Board had extensive discussion in regards to this item and the cost.

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		
	2	3	0	0

DEFEATED.

10 DISCUSSION

- 10.1 Legislative Goals and submission of such goals to the North Carolina Association of County Commissioners for consideration at its Legislative goals conference.

Commissioner Newton presented the board with some legislative goals that would be considered for vote by the General Assembly. After brief discussion of these goals they requested that the issue with the state not providing land for the RO plant and Evaluation of the tier levels should be added as goals as well.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion to approve submission of Legislative Goals

	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 APPOINTMENTS

- 11.1 Approval of Appointment to the Fire Commission as the Pender EMS And Fire Representative

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.

Daniel Grafius has been recommended by the fire Marshall for appointment to the Pender County Fire Commission. His application is attached for the Board's review. If approved, this appointment will be for 3 years and expire January 31, 2025.

Moved by George Brown, seconded by Jimmy Tate

Motion to approve

	For	Against	Abstained	Absent
George Brown	x			

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

CARRIED.

11.2 Appointments to David Williams boards as follows:

- Pender EMS and Fire
- Hampstead Kiwanis Park
- Pender Hospital Board
- Priority One Committee
- Wilmington Business Development
- Work First Planning

Moved by George Brown, seconded by Jimmy Tate

Motion to approve

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton		x		
David Piepmeyer		x		
Jimmy Tate	x			
	3	2	0	0

CARRIED.

- 12 MAPLE HILL WATER AND SEWER DISTRICT
- 13 ROCKY POINT WATER AND SEWER DISTRICT
- 14 SCOTTS HILL WATER AND SEWER DISTRICT
- 15 MOORES CREEK WATER AND SEWER DISTRICT
- 16 CENTRAL PENDER WATER AND SEWER DISTRICT
- 17 PENDER COUNTY BOARD OF HEALTH

17.1 Approval of Re-appointments to the Pender County Advisory Board of Health

Moved by George Brown, seconded by Jimmy Tate

Motion to approve Sam Jones appointment. Dr. Denney was tabled until application was completed.

	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.

18 SOCIAL SERVICES BOARD

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

Trey Thurman, Attorney, Item 3 Attorney client and Item 5 Acquisition of Property.

David Andrews, Introduced Pam Brame the new Human Resources Director. Chairman wants to meet with him once a week.

Vice Chair Tate, Requested an update on the USDA lease at the ag building, Spoke with Sheriff Cutler in regards to SRO's and thanked him and Captain Rowell for coming up with a proactive plan. I want to thank our county schools this week. Beth Barnes took the day off and took him around Topsail area schools. Going to other schools in the county next week. Teachers have done an amazing job. Its not about us its about the people.

Commissioner Newton shared good news from FOCUS Broadband. Announcement by the Governor Cooper that focused broadband was awarded the Great grant that we had recently applied for it say somewhat nominal matching grant.

Got an e-mail last week from Chris Ward. Will construct over 110 miles of fiber offer services to 1331 addresses both residential and business, for a total investment of 5,095,350 million and GREAT Grant invested 4 million and FOCUS invested 547,675 and Pender County ARPA funds invested 547,675 dollars as well, so that's good news. The focus broadband is actively burying

cable. They've made it to the Atkinson area. And so hopefully we're looking at this spring coming online for more dependable and reliable broadband services.

Commissioner Piepmeyer requested to be excused for Closed Session

Chairman McCoy, good to have our manager in place.

20 CLOSED SESSION (IF APPLICABLE).

20.1 Motion to go into closed session under item 3 and 6 at 6:54 PM

Moved by Jacqueline A. Newton, seconded by George Brown

Motion Approved

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

CARRIED.

**21 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP
AMENDMENTS/ RESOLUTIONS**

22 ADJOURNMENT

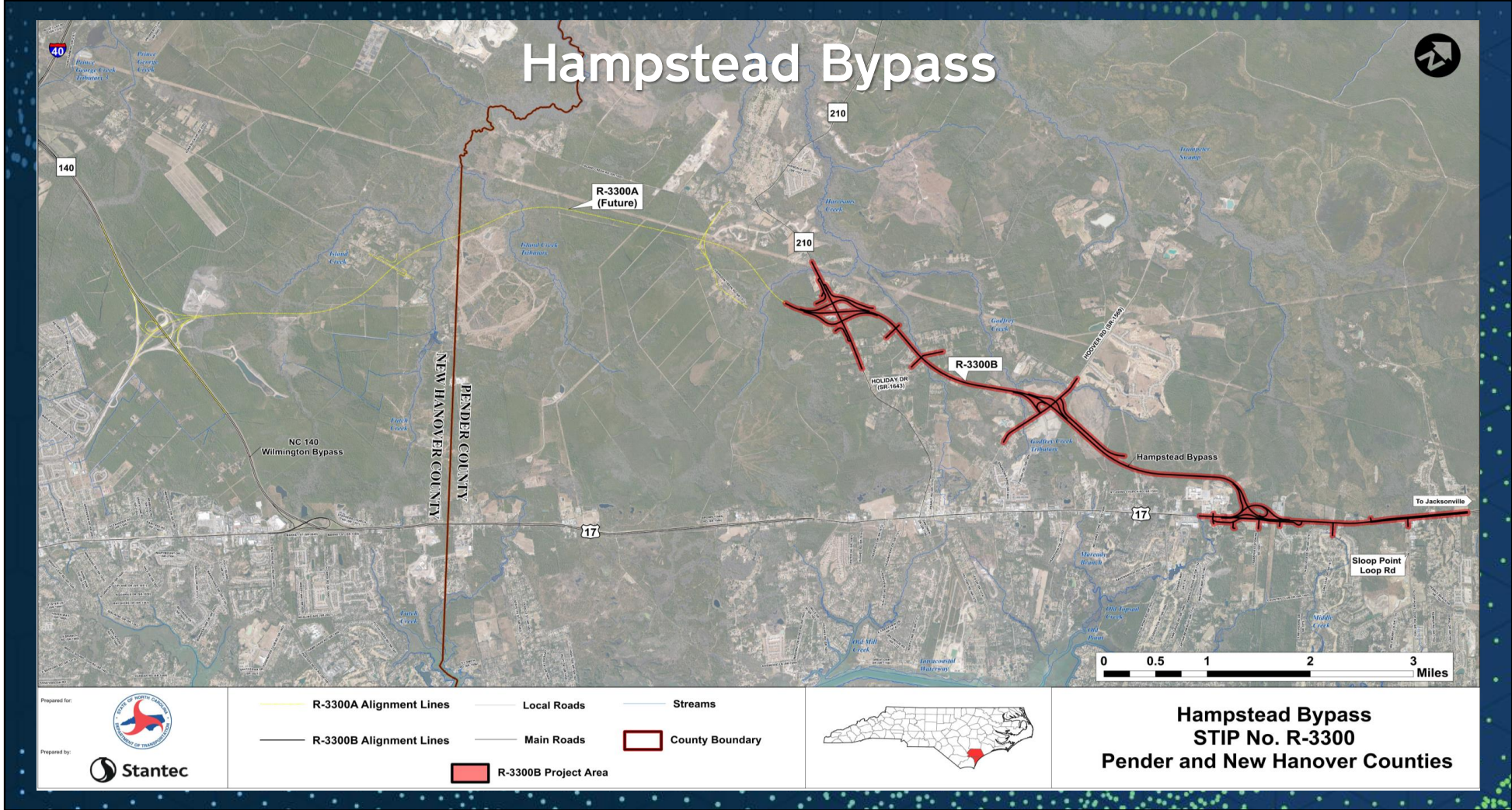
Hampstead Bypass Update

A Presentation To
Pender County Commissioners

September 6, 2022

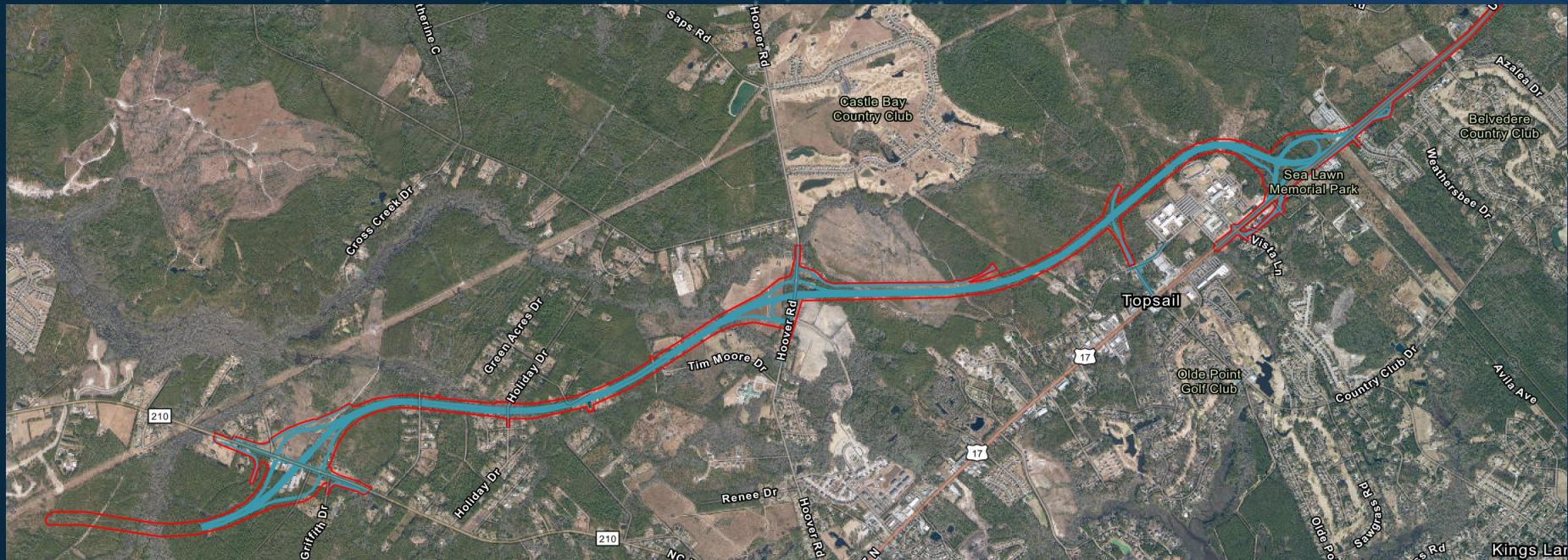
NCDOT Division 3 Construction Staff





Hampstead Bypass B-Section

From South of NC-210 to North of Sloop Point Rd



R-3300B Project Info

Project Amount: \$185,680,422.00

Work: Grading, Drainage, Signals & Structures

Contractor: Conti Civil, LLC

Construction Began: March 2022

5.5 miles of Controlled Access 4-lane Highway

2.1 miles of Urban Widening

Three Grade Separated Interchanges

5 Bridges, 8 Culverts, & 15,779 LF Noise Walls

4,405,300 Cubic Yards Borrow

Completion Date: March 2027

US17 Interchange



US17 Interchange – Preconstruction



US17 Interchange – August 2022



Mainline Topsail School Area – August 2022



Mainline Topsail School Area – August 2022



Hoover Rd Interchange



PROJECT TIP No. R-3300B
HAMPSTEAD BYPASS

HOOVER ROAD INTERCHANGE



Stantec

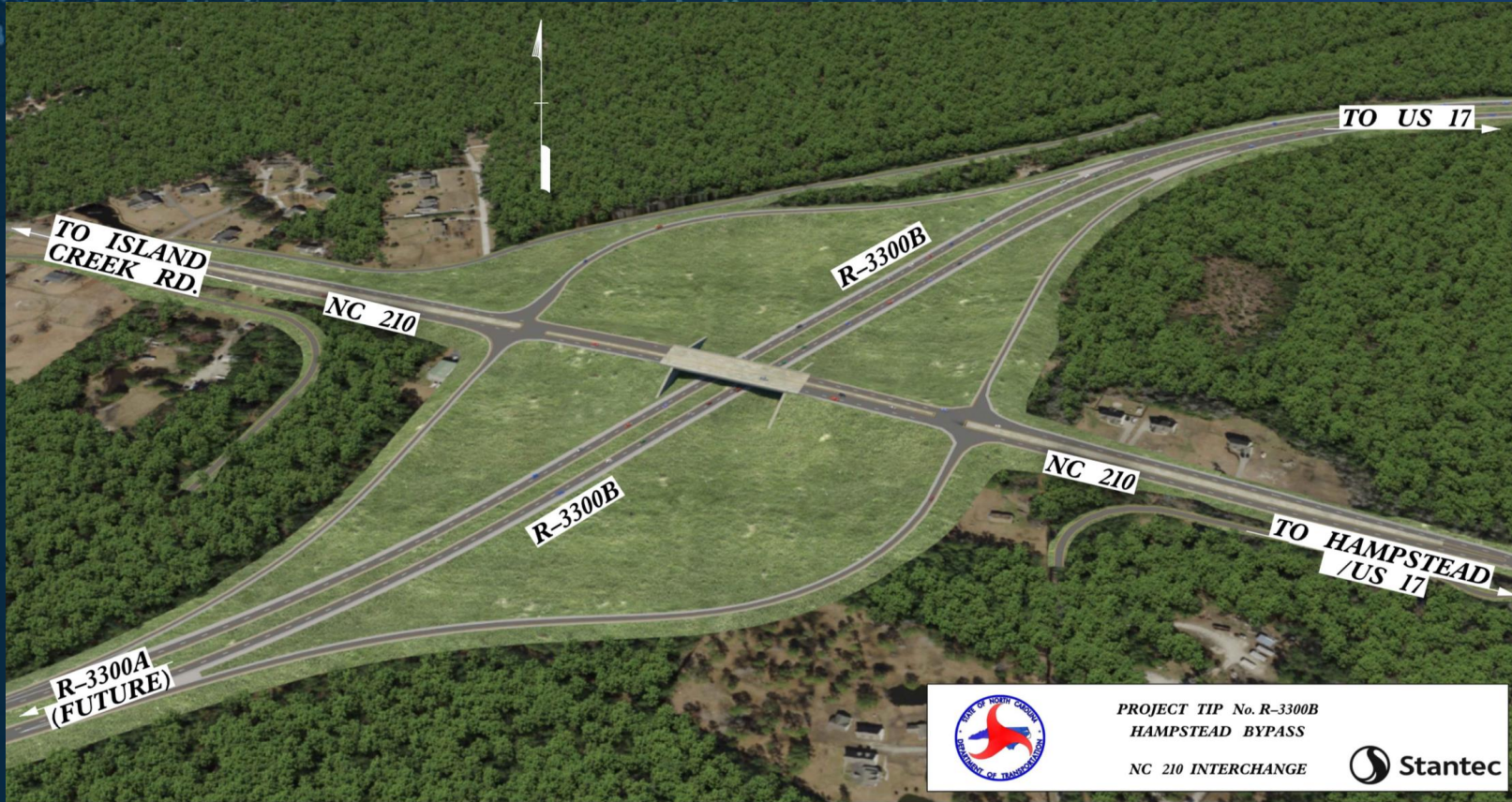
Hoover Rd Interchange – Preconstruction



Hoover Rd Interchange – August 2022



NC210 Interchange



PROJECT TIP No. R-3300B
HAMPSTEAD BYPASS
NC 210 INTERCHANGE



NC210 Interchange - Preconstruction



NC210 Interchange – August 2022

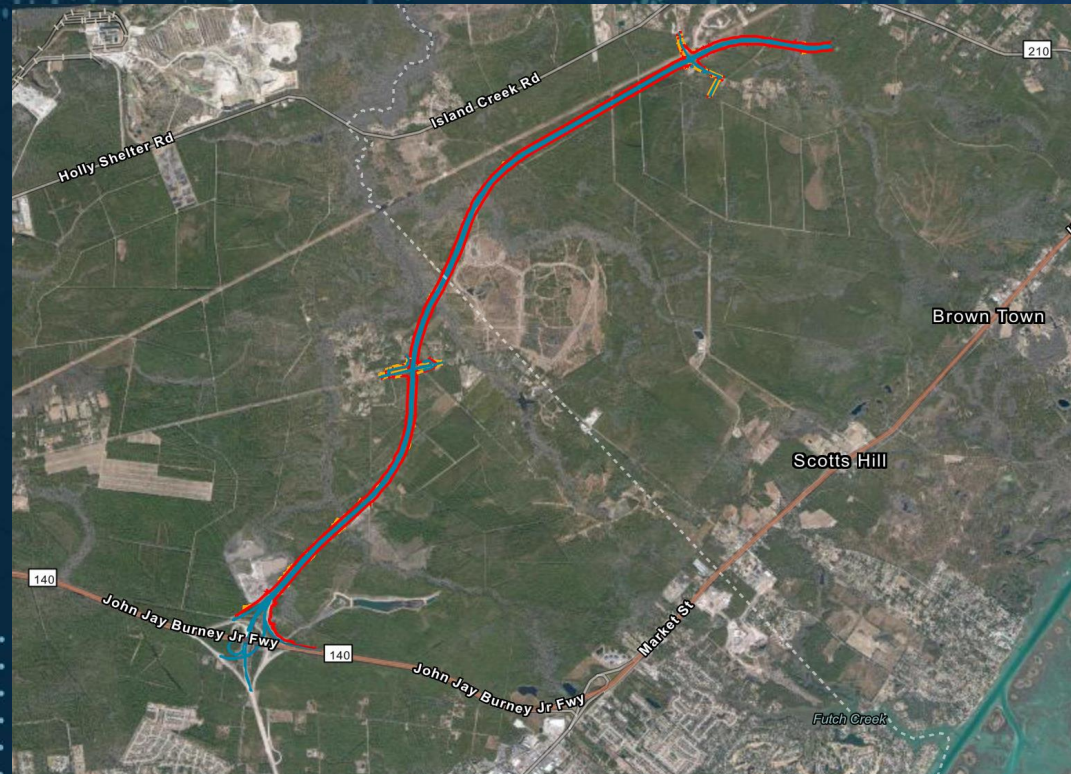


NC210 Interchange – August 2022



Hampstead Bypass A-Section

From NC-140 to South of NC-210



R-3300A Project Status

ROW Complete End of 2022

UBO Relocation Design 90%

Roadway Design 75%

Let Date: September 2026

Estimated Cost: \$146,900,000

An aerial photograph of a highway interchange, likely a cloverleaf design, with several lanes and overpasses. The image is overlaid with a dark blue, semi-transparent geometric pattern consisting of interlocking hexagons. The word "Questions?" is centered in the image in a large, white, sans-serif font.

Questions?

Project Contacts

Ben Meyer _ Project Engineer _ ext-bcmeyer1@ncdot.gov

Daniel Waugh _ Resident Engineer _ dgwaugh1@ncdot.gov

Trevor Carroll _ Asst. Division Const. Eng. _ tkcarroll@ncdot.gov



Pender County Request for Board action

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: September 19, 2022
SUBJECT: Approval of Lease and Purchase Order for thirty (30) Axon body worn cameras in the amount of \$20,522.62 per year for 5 years.

SUMMARY:

The Pender County Sheriff's Office is requesting the approval of the new lease and purchase order for thirty (30) Axon body worn cameras. This will be a 5 year lease in the amount of \$102,613.10, with yearly payments in the amount of \$20,522.62.

These funds will come from account 510-404500.

These funds were budgeted in FY 2022-2023.

ACTION REQUESTED:

Approval of Lease and Purchase Order for thirty (30) Axon body worn cameras in the amount of \$20,522.62 per year for 5 years.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-403188-44774.746JG
Issued: 08/01/2022
Quote Expiration: 08/15/2022
Estimated Contract Start Date: 10/01/2022
Account Number: 187670
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business/Delivery/Invoice-605 E Fremont St 605 E Fremont St Burgaw, NC 28425-5115 USA	Pender County Sheriff's Office - NC 605 E Fremont St Burgaw, NC 28425-5115 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Luis Garcia-Santiago Phone: Email: lgarciasantiago@axon.com Fax:	Michael Collier Phone: (910) 259-1212 Email: michael.collier@pendersheriff.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$99,999.90
ESTIMATED TOTAL W/ TAX	\$102,613.10

Discount Summary

Average Savings Per Year	(\$1,508.16)
TOTAL SAVINGS	(\$7,540.80)

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	\$19,999.98	\$522.64	\$20,522.62
Sep 2023	\$19,999.98	\$522.64	\$20,522.62
Sep 2024	\$19,999.98	\$522.64	\$20,522.62
Sep 2025	\$19,999.98	\$522.64	\$20,522.62
Sep 2026	\$19,999.98	\$522.64	\$20,522.62
Total	\$99,999.90	\$2,613.20	\$102,613.10

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$92,459.10

\$92,459.10

\$99,999.90

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30			\$31.30	\$31.30	\$939.00	\$63.40	\$1,002.40
AB3C	AB3 Camera Bundle	30			\$710.67	\$1,259.16	\$37,774.80	\$2,549.80	\$40,324.60
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE	30	60		\$24.00	\$24.00	\$43,200.00	\$0.00	\$43,200.00
	STORAGE								
Basic License	Basic License Bundle	30	60		\$15.00	\$10.05	\$18,086.10	\$0.00	\$18,086.10
Total							\$99,999.90	\$2,613.20	\$102,613.10

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	33	09/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	30	09/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	09/01/2022
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	33	09/01/2022
A la Carte	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	09/01/2022

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30	10/01/2022	09/30/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	30	10/01/2022	09/30/2027
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	10/01/2022	09/30/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB3 Camera Bundle	80496	EXT WARRANTY, BODY 3 CAMERA	30	09/01/2023	08/31/2027

Payment Details

Sep 2022					
Invoice Plan		Item	Description	Qty	Subtotal
Year 1		11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	\$187.80
Year 1		73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	\$8,640.00
Year 1		AB3C	AB3 Camera Bundle	30	\$7,554.96
Year 1		BasicLicense	Basic License Bundle	30	\$3,617.22
Total					\$19,999.98
					\$522.64
					\$20,522.62

Sep 2023					
Invoice Plan		Item	Description	Qty	Subtotal
Year 2		11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	\$187.80
Year 2		73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	\$8,640.00
Year 2		AB3C	AB3 Camera Bundle	30	\$7,554.96
Year 2		BasicLicense	Basic License Bundle	30	\$3,617.22
Total					\$19,999.98
					\$522.64
					\$20,522.62

Sep 2024					
Invoice Plan		Item	Description	Qty	Subtotal
Year 3		11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	\$187.80
Year 3		73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	\$8,640.00
Year 3		AB3C	AB3 Camera Bundle	30	\$7,554.96
Year 3		BasicLicense	Basic License Bundle	30	\$3,617.22
Total					\$19,999.98
					\$522.64
					\$20,522.62

Sep 2025					
Invoice Plan		Item	Description	Qty	Subtotal
Year 4		11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	\$187.80
Year 4		73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	\$8,640.00
Year 4		AB3C	AB3 Camera Bundle	30	\$7,554.96
Year 4		BasicLicense	Basic License Bundle	30	\$3,617.22
Total					\$19,999.98
					\$522.64
					\$20,522.62

Sep 2026					
Invoice Plan		Item	Description	Qty	Subtotal
Year 5		11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	\$187.80
Year 5		73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	\$8,640.00
Year 5		AB3C	AB3 Camera Bundle	30	\$7,554.96
Year 5		BasicLicense	Basic License Bundle	30	\$3,617.22
Total					\$19,999.98
					\$522.64
					\$20,522.62

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Carla M. (M) (M)
Signature

8/1/2022

08/01/2022
Date Signed





**Pender County
Approval of Offer & Start of Upset Bid
Process for Sale of Surplus Property -
2393-48-3645-0000 on Red Tip Lane**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	August 15, 2022
SUBJECT:	Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 2393-48-3645-0000 on Red Tip Lane

SUMMARY:

Please consider attached documentation of bid for surplus property located on Red Tip Lane.

It is recommended that the \$12,000 bid from Matthew Walker for parcel number 2393-48-3645-0000 be accepted by the County and the upset bid process to begin as of August 15, 2022. The attached letter indicates the details of the bid and upset bid process for this property. The tax value for this property is listed at \$19,460.

ACTION REQUESTED:

Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 2393-48-3645-0000 on Red Tip Lane

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
adevane@pendercountync.gov

Letter of recommendation for sale of real property

7/28/2022

Dear County Manager,

For your consideration is an upset bid process for parcel number 2393-48-3645-000 located neared Red Tip Lane that we acquired on 08/20/2018 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 2.49 of an acres. The estimated tax value of the parcel is \$19460.00 in GIS. Mr. Matthew Walker has placed a bid offer of 12,000.00.

Published notice of the summary of this resolution will be by electronic advertisement on the County's website located under Bid & RFP's and through the local paper. The electronic published notice and local paper is pursuant to G.S. Chapter 160A-269.

Sincerely,

Andy Devane
Asset Manager

PO Box 1578 – 805 S. Walker Street, Burgaw, NC 28425



(910) 259-1282 Office | www.pendercountync.gov

Pender County Finance Department
PO Box 1578
Burgaw, North Carolina 28425



Asset Manager
Andy Devane
(910) 259-1467
adevane@pendercountync.gov

Resolution

Resolution declaring the sale of a surplus asset to be Sold at Electronic Auction on GovDeals.com

LEGISLATIVE INTENT/PURPOSE:

The resolution declares the real property located at parcel 2393-48-3645-0000 as a surplus asset that will be sold as is thru the upset bid process after board approval.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bids and RFP's."

THEREFORE, BE IT RESOLVED:

THAT, the real property more particularly described in Exhibit "A" is hereby declared surplus and the Asset Manager is authorized to publish notice and disposal of the property through the seal bid process. The summary of this resolution is pursuant to G.S. Chapter 160A-269.

Adopted at a _____ meeting on
_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk



Andy Devane

From: Jotform <noreply@jotform.com>
Sent: Wednesday, July 27, 2022 11:56 AM
To: Andy Devane
Subject: [External]Surplus Property Bid

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



Hi,

Surplus Property Bid form submission data is below:

Submission Date

Jul 20, 2022

Name

Matthew Walker

Phone Number

(910) 260-6500

E-mail

matt.r.walker@outlook.com

Parcel ID Number

2393-48-3645-0000

Address

0 Red Tip Lane

OK
mcb 7.27.22

Potential Bid Information:

I would like to place a bid for \$12,000

544

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

COUNTY OF PENDER

SUPERIOR COURT DIVISION

PENDER COUNTY

COURT FILE #: 17-CVS-1019

FILED
2018 Plaintiff(s) 3:03
v.
Defendant(s) S.C.
BY _____

FINAL REPORT

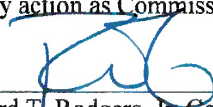
The undersigned Commissioner shows the Court that he has delivered the deed as ordered and received the sums and made the disbursements as follows:

Item	High Bid	Distributions	Previously Pd.
Purchaser	\$4,532.69		
Pender County - Costs (court filings)			\$220.00
Pender County - Costs (service)			\$60.00
Pender County - Costs (Legal Ads)			\$722.75
Pender County ROD (revenue stamps)		\$10.00	
Pender County - (ROD) Deed Filing Fees		\$26.00	
Pender County - Taxes			\$573.57
Lawrence Boehling - GAL		\$400.00	
Lawrence Boehling - US Military		\$400.00	
Sherman & Rodgers - Legal Costs		\$280.00	
Sherman & Rodgers - Legal Fees		\$1,625.00	
Sherman & Rodgers - Commissioner's Fees		\$215.37	
TOTAL	\$4,532.69	\$2,956.37	\$1,576.32

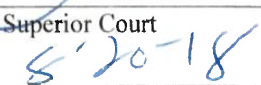
Distribution Statement

Check to Pender Registry	\$36.00
Lawrence Boehling (GAL & US Military)	\$800.00
Check to Sherman & Rodgers	\$2,120.37
TOTAL	\$2,956.37

Upon the approval of this Final Report, Richard T. Rodgers, Jr. is hereby discharged as Commissioner and relieved of any future duties which would obligate Richard T. Rodgers, Jr. to take any action as Commissioner in this matter.


Richard T. Rodgers, Jr., Commissioner


Assistant/Clerk of Superior Court


Date of Audit and Approval

SV 2393-48-3645-0000
John Thomas Heath
Mary Elizabeth Heath
17-CVS-1019

3332

**SHERMAN AND RODGERS PLLC DBA
PROTAX**

PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE
ORDER OF

Pender County Registry

August 17, 2018 \$ 36.00

thirty-six and 00/100*****

DOLLARS

Security features. Details on back.

Recording Costs and Revenue Stamps

MEMO 2393-48-3645-0000 - 17-CVS-1019


AUTHORIZED SIGNATURE

⑈003332⑈ ⑆054000030⑆ 533697766⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

3332

3333

**SHERMAN AND RODGERS PLLC DBA
PROTAX**

PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAW, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE
ORDER OF

Lawrence Boehling

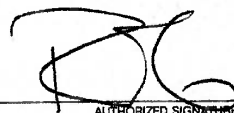
August 17, 2018 \$ 800.00

eight hundred and 00/100*****

DOLLARS

Security features. Details on back.

GAL and US Military Fees
MEMO 2393-48-3645-0000 - 17-CVS-1019



AUTHORIZED SIGNATURE

⑈003333⑈ ⑆054000030⑆ 533697766⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

3333

3334

**SHERMAN AND RODGERS PLLC DBA
PROTAX**

PENDER COUNTY TAX COLLECTOR TRUST
PO BOX 250
BURGAU, NC 28425

PNC BANK, N.A.
15-3/540

PAY TO THE
ORDER OF

Sherman and Rodgers, PLLC

August 17, 2018 \$ 2,120.37

two thousand one hundred twenty and 37/100*****

DOLLARS

Security features. Details on back.

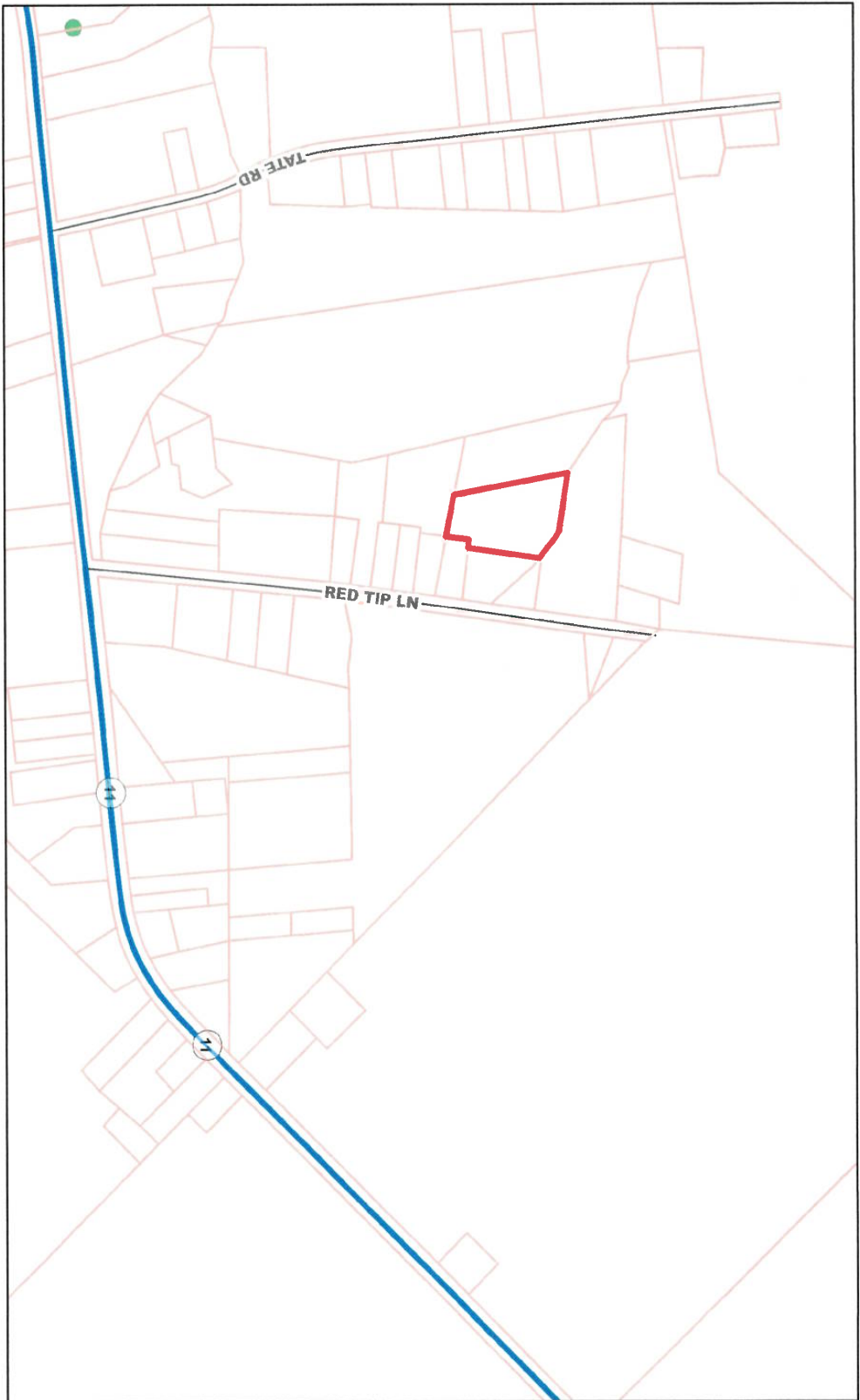
Legal Fees, Costs and Commissions
MEMO 2393-48-3645-0000 - 17-CVS-1019


AUTHORIZED SIGNATURE

⑈003334⑈ ⑆054000030⑆ 533697766⑈

SHERMAN AND RODGERS PLLC DBA PROTAX • PENDER COUNTY TAX COLLECTOR TRUST

3334

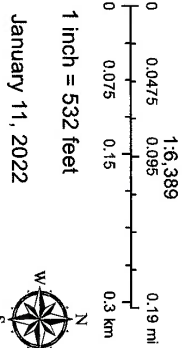


PIN: 2393-48-3645-0000
Owner: PENDER CNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4670/2767
Property Address:
Description: 2.49 ACRES W/S 1352

Sale Price: \$5,000
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 980935
Township: UNION
Subdivision:
Tax Codes: G01 F27 R40

Acres: 2.49
Land Value: \$19,460
Building Value: \$0
Total value: \$19,460
Deferred Value: \$0
Exempt Amount: 19460
PCL Class: E
Heated Sq Feet:

Pender County





**Pender County
Resolution to join The American Flood
Coalition**

TO:	Board of County Commissioners
FROM:	David Andrews
DATE:	September 19, 2022
SUBJECT:	Resolution Providing Pender County to become a member of the American Flood Coalition

SUMMARY:

Resolution by the Pender County Board of Commissioners providing Pender County to become a member of the American Flood Coalition.

ACTION REQUESTED:

Approval of Resolution

A RESOLUTION BY THE PENDER COUNTY BOARD OF COMMISSIONERS PROVIDING
PENDER COUNTY TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that 1 dollar spent on disaster prevention saves up to 7 dollars in recovery costs, and

WHEREAS, national coordination and support are necessary for communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities, and

WHEREAS, the American Flood Coalition is a no-cost forum for best practices and source of support in developing local and state-level responses to flooding and sea level rise that will enhance Pender County's resilience effort, and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions, and

WHEREAS, joining the American Flood Coalition will aid Pender County efforts to protect against flooding without requiring any financial support or dues from the Pender County Board of County Commissioners, and

WHEREAS, The County continues to invest in resilience, including the implementation of the Southeastern North Carolina Regional Hazard Mitigation Plan and through the continued implementation of the state and federal grant programs.

WHEREAS, the Pender County Board of County Commissioners finds that joining the American Flood Coalition will promote the welfare of Pender County residents and ensure the prosperity of Pender County economy by accelerating solutions to sea level rise and flooding, and

NOW, THEREFORE, BE IT RESOLVED BY THE PENDER COUNTY BOARD OF COMMISSIONERS:

Pender County recognizes the need to advance national solutions to sea level rise and flooding and will work as a member of the American Flood Coalition to safeguard the welfare of the Pender County residents.

Fred McCoy, Chairman Pender County Board of Commissioners

Attest: _____

Tera C. Cline, Clerk to the Board



Pender County Request for Board Action

TO: Board of Rocky Point-Topsail Water & Sewer District

FROM: Kenneth Keel

DATE: September 19, 2022

SUBJECT: Approve State Loan and Grant Funding Resolution and Application for Reverse Osmosis Water Plant Project

SUMMARY:

The RPTWSD has received two "Letter of Intent to Fund" documents for the Reverse Osmosis Water Plant project from the NCDEQ-Division of Water Infrastructure, one for \$20 million of ASADRA funding and another for \$3.75 million from the Drinking Water State Revolving Fund (SRF). The current estimated total project cost is \$78.75 million, so we only have just under one-third of the total funding needed for the project.

Our current plan is to continue applying for SRF funding, which has two funding cycles each year (Spring & Fall), due to its very favorable interest rate (0.18% on our current offers). We also plan to apply for USDA funding as soon as we have a confirmed site and engineering report for the plant and wells.

The SRF program allows an application document to be considered for up to 2 funding cycles, not to exceed 12 months. Our most recent application has only been considered once, but we have improved our application to hopefully increase the approved scoring, therefore we need to renew this resolution. The updated application is also attached for the Chair's signature.

The proposed resolution and application are required to be submitted with the application package for SRF loan and/or grant consideration. If the resolution and application are not approved and included, the application package will be deemed incomplete and not considered.

ACTION REQUESTED:

Approve State Loan and Grant Funding Resolution and Application for Reverse Osmosis Water Plant Project

ATTACHMENTS:

Resolution and Certification by Recording Officer
Application



North Carolina Department of Environmental Quality
Division of Water Infrastructure
Application for Funding

(Last updated: July 2022)



1. General Information

Applicant Name	County	Unique Entity Identifier (UEI)
Rocky Point Topsail Water and Sewer District	Pender	DUNS Number: 802578240
Project Name	Federal Tax ID #	PWSID or NPDES # (if applicable)
RO Water Treatment Plant and Associated Improvements	56-2115510	NC7071011
Applicant Type		Funding Amount Requested
☐ Municipality	☐ Non-Profit Water Corporation	\$78,750,000
☐ County	☐ Council of Government or Non-Profit Entity	
☒ Water and Sewer District	Partnering with Municipality or County for	
☐ Water and Sewer Authority	LASII Stormwater Project	
☐ Sanitary District	Other (Specify:)	
		Total Project Cost
		\$78,750,000

Funding Type(s) Requested

Drinking Water or Wastewater Planning	Construction Project
☒ Asset Inventory and Assessment (AIA)	☒ Drinking Water
☒ Merger/Regionalization Feasibility (MRF) Study	☐ Wastewater
☒ Pre-Construction Planning Grant (without construction)	☐ CWSRF Green Project: stream restoration, stormwater SCM, reclaimed water
☐ Stormwater Planning Grant (LASII)	☐ CDBG-Infrastructure (CDBG-I)
☐ Develop and Implement a New Stormwater Utility (LASII)	☐ Stormwater Construction (LASII)

CDBG-I only:

LMI Determination Method:	LMI Percentage:
☐ ACS ☐ Survey	

Acceptance of Funding Offer (for Construction Projects only)

These questions will be used to identify the best funding fit. Funding from the American Rescue Plan Act (ARPA) and CDBG-I is available as grants, and principal forgiveness is available from the State Revolving Funds.

- I am willing to accept funding that includes federal conditions. ☒ Yes ☐ No
- I will only accept a funding offer (loan and/or grant) if a minimum of \$0 is offered as a grant or principal forgiveness. Enter \$0 if you are willing to accept a loan offer with no grant or principal forgiveness.
- ☐ Because of the potential hardship related to a State Revolving Fund and/or State Reserve Program loan, this application seeks to replace the \$ loan awarded to the Insert Project Name (Insert project number) with grant funding. *Note: loans that have already received disbursements are not eligible.*

2. Drinking Water and Wastewater System Parameters (Not applicable for stormwater projects)

Residential Sewer Connections	Residential Water Connections	
n/a	7,707	
Non-Residential Sewer Connections	Non-Residential Water Connections	
n/a	966	
Monthly Sewer Bill per 5,000 gallons	Monthly Water Bill per 5,000 gallons	
n/a	\$60.00	
Percentage of Utility Bills Collected and Rate Increase Percentages		
Year	Percentage of Utility Bills Collected	Rate Increase Percentage
2021	n/a	0%
2020	n/a	0%
2019	n/a	0%
2018	n/a	0%
2017	n/a	0%

3. Applicant Contact Information

Authorized Representative Name:	Fred McCoy
Authorized Representative Title:	Chairman, Rocky Point Topsail Water and Sewer District
Mailing Address Line 1:	PO Box 995
Mailing Address Line 2:	
City:	Burgaw
State:	NC
Zip Code:	28425
Physical Address Line 1:	805 S. Walker Street
Physical Address Line 2:	
Physical Address City:	Burgaw
Physical Address State:	NC
Physical Address Zip Code:	28425
Phone Number:	910-675-8653
Email Address:	fmccoy@pendercountync.gov

4. Application Preparer Contact Information

Firm Name:	CDM Smith
Contact Name:	Gregory Roy
Mailing Address Line 1:	5400 Glenwood Avenue
Mailing Address Line 2:	Suite 400
City:	Raleigh
State:	NC
Zip Code:	27612
Physical Address Line 1:	
Physical Address Line 2:	
Physical Address City:	
Physical Address State:	
Physical Address Zip Code:	
Phone Number:	919-325-3512
Email Address:	royga@cdmsmith.com

5. Engineer Contact Information

Is the engineering firm different from the application preparer?	☐ Yes	☒ No
Engineering Firm Name:		
Contact Name:		
Mailing Address 1:		
Mailing Address 2:		
City:		
State:		
Zip Code:		
Physical Address Line 1:		
Physical Address Line 2:		
Physical Address City:		
Physical Address State:		
Physical Address Zip Code:		
Phone Number:		
Email Address:		

6. Project Description (see Instructions)

The existing Pender County surface water treatment plant (WTP) is located on the western side of the service area. The eastern portion of the service area (including the Rocky Point Topsail Water and Sewer District) receives all of its water supply from the Pender County WTP via a booster pump station and single 12-inch diameter transmission main that extends approximately 19-miles.

The capacity of the transmission main is inadequate for existing peak demands (as exhibited in May 2019 when a boil water advisory and water shortage emergency notice were issued). In addition, the existing transmission main provides no redundancy and is vulnerable during flooding (as experienced during Hurricane Florence).

The RO Water Treatment Plant and Associated Improvements project will expand the water supply/transmission capacity of the system while also adding redundancy and resiliency to the system and improving water quality. The project includes:

1) Approximately 27,700 linear feet of 20-inch diameter waterline (waterline segment C) to provide increased capacity to the Rocky Point tank during existing peak demands.

2) A new 3-MGD Reverse Osmosis (RO) WTP located in the eastern portion of the service area to provide water supply and redundancy to the Rocky Point Topsail Water and Sewer District and eastern portions of the service area. The RO WTP is anticipated to include the following:

- Groundwater wellfield with conveyance to the WTP
- Pretreatment
- Reverse osmosis feed pumping
- Reverse osmosis skids
- Reverse osmosis bypass and blending controls
- Permeate collection piping and storage tank for flushing
- Chemical dosing systems (alkalinity, hardness, sodium hypochlorite, corrosion inhibitor)
- Ground storage tank for chlorine contact and clearwell
- High service pumping
- Concentrate discharge pump station
- Concentrate discharge pipeline

The project has received ASADRA funding of \$20,000,000 and DWSRF funding of \$3,750,000 through previous rounds of funding and seeks additional funding up to the total project cost.

Estimated number of new connections served by Drinking Water or Wastewater construction project: N/A

For Drinking Water and Wastewater Construction, CDBG-I, CWSRF Green Projects, Pre-Construction Planning Grants:

- ☐ The proposed project is a result of an Asset Inventory and Assessment grant previously awarded by the Division.
- ☐ The proposed project is a result of a Merger / Regionalization Feasibility Study grant previously awarded by the Division.
- ☒ None of the above.

7. Additional Information for Consideration

n/a

8a. Project Budget for All Construction Projects and Drinking Water/Wastewater Pre-Construction Planning Grants only. Do *not* use for AIA, MRF, Stormwater Planning Grant (LASII), or Develop and Implement a New Stormwater Utility (LASII) projects.

Indicate construction costs by line item (e.g., linear feet of different-sized lines, each type of stormwater control measure, each stream restoration/enhancement/stabilization reach). Include a more detailed construction cost budget if needed.	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
<u>Construction Costs</u>			
New Reverse Osmosis Treatment Plant (3 MGD)	\$52,000,000		\$52,000,000
Waterline Segment C: approximately 27,700 LF od 20-inch diameter waterline	\$10,000,000		\$10,000,000
<i>Contingency (10% of construction costs):</i>	\$6,200,000		\$6,200,000
<i>Construction Subtotal:</i>	<i>\$68,200,000</i>		<i>\$68,200,000</i>
<u>Engineering Costs</u>			
Engineering Design	\$5,336,000		\$5,336,000
Permitting	\$575,000		\$575,000
Land Surveying Costs	\$575,000		\$575,000
Other: Engineering Services During Construction	\$3,764,000		\$3,764,000
<i>Engineering Subtotal:</i>	<i>\$10,250,000</i>		<i>\$10,250,000</i>
<u>Administration Costs</u>			
Planning (pre-construction costs)			
Easement Preparation	\$250,000		\$250,000
Engineering Report Preparation			
Environmental Documentation Preparation (if applicable)	\$50,000		\$50,000
Legal Costs			
Compensation for Water/Wastewater Connection Fees and System Development Fees that will not be charged after connecting residences in disadvantaged areas (if applicable)			
Project Funding Administration (if applicable)			
<i>Administration Subtotal:</i>	<i>\$300,000</i>		<i>\$300,000</i>
TOTAL PROJECT COST:	\$78,750,000		\$78,750,000

A Professional Engineer signature and seal for the estimate must be provided in the space to the right for the application to be considered complete.



8b. Project Budget for AIA and MRF Grants, and Training and/or Rate Study Components to Drinking Water or Wastewater Projects. Do not use for Pre-Construction Planning Grants, or any type of LASII Stormwater project.	
	Division Funding Requested
N/A	N/A
TOTAL DIVISION FUNDING REQUESTED:	

8c. Project Budget for Stormwater Planning Grant (LASII) and Grant to Develop and Implement a New Stormwater Utility (LASII). Do not use for any other project type, including stormwater construction (LASII).	
	Division Funding Requested
N/A	N/A
TOTAL DIVISION FUNDING REQUESTED FOR STORMWATER PLANNING GRANT (LASII):	
N/A	N/A
TOTAL DIVISION FUNDING REQUESTED TO DEVELOP AND IMPLEMENT A NEW STORMWATER UTILITY (LASII):	

Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the Applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signature at the end of this application, he/she further certifies that:

- _____ 1. as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;
- _____ 2. the governing body agrees to provide for proper short-term and long-term maintenance and operation of the approved project after its completion;
- _____ 3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
- _____ 4. the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principal and interest on loans (if applicable) of the project [if not applicable, initial "N/A"];
- _____ 5. the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State;
- _____ 6. the Project Budget for all construction projects and pre-construction planning grants provided in this application form (Section 8a, if applicable) includes all funding requested from all sources of funding proposed for this project;
- _____ 7. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina, or the special purpose unit of local government is incorporated under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Public officers or employees benefiting from public contracts; exceptions." (For units of local government only. All others should initial "N/A");
- _____ 8. the Applicant acknowledges that all loans and Viable Utility Reserve grants are subject to approval by the Local Government Commission (not applicable for CDBG-I or stormwater projects);
- _____ 9. the Applicant acknowledges that if the application is for a drinking water or wastewater project and any one of the local government units involved in the project is designated as distressed by the State Water Infrastructure Authority and the Local Government Commission, the local government unit(s) must complete the viable utility requirements in NCGS 159G-45(b) by conducting an asset assessment and rate study, participate in a training program, and develop a short-term and long-term action plan considering infrastructure repair, maintenance, and management, continuing education, and long-term financial management plan. Additional conditions may be imposed on the local government(s) designated as distressed by the State Water Infrastructure Authority and/or the Local Government Commission. (Initial "N/A" if does not apply to project type or all local governments involved in the project).
- _____ 10. the Applicant acknowledges that, in accordance with G.S. 120-157.2, for local government debt to be issued greater than \$1,000,000, the local government must report to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission (For units of local government only. All others, and CDBG-I and stormwater (LASII) applicants should initial "N/A"); and
- _____ 11. if the Applicant receives a grant with American Rescue Plan Act (ARPA) State Fiscal Recovery Funds, the Applicant acknowledges and accepts the following conditions:
 - a) all ARPA project funds must be reimbursed by December 31, 2026;
 - b) project funds will not be used to pay existing debt or as a match for other federal funds;
 - c) if the project is also funded with other federal funds, the federal requirements of the other funds will apply to the ARPA funds; and
 - d) for projects receiving ten million dollars or more in ARPA funding: recipients must certify or provide plans and reports meeting federal requirements on reporting on prevailing wage rates, project labor agreements, and related information as specified in the U.S. Treasury's [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#).

Completeness Checklist

In addition to this application, the following items must be included in the application package to be eligible or to successfully claim priority points. **Failure to include or properly document an item marked with * will result in an incomplete and ineligible application which will not be considered for funding.** Please initial that each item is included in this submittal. If not applicable for the project, please initial "N/A".

- | | |
|-------|--|
| _____ | Resolution by Governing Body of Applicant with Certification by Recording Officer * † |
| _____ | Resolution by Governing Body of Applicant to Develop and Implement a Stormwater Utility with a Stormwater Enterprise Fund * † [for 'Develop and Implement a New Stormwater Utility' project only; <u>replaces</u> "Resolution by Governing Body of Applicant with Certification by Recording Officer" above] |
| _____ | Comprehensive Narrative to Claim Points in the Priority Rating System * |
| _____ | Documentation to Support the Comprehensive Narratives, including maps or images as needed |
| _____ | Applicable Priority Rating System Form to Claim Points † [for Construction Projects and Pre-Construction Planning Grants only] |
| _____ | Affordability Calculator † or handwritten affordability calculations [not applicable to CDBG-I, AIA, MRF, or stormwater projects (LASII)] |
| _____ | Fund Transfer Certification with appropriate box checked * † [not applicable to CDBG-I or stormwater projects (LASII)] |
| _____ | Water & Sewer Financial Information Form † [not applicable to stormwater projects (LASII)] |
| NA | Commitment of Other Funds Form, Low to Moderate Income Documentation, and Federal Compliance Documents* † [for CDBG-I applications only] |
| NA | Stormwater Entity Eligibility Certification Form * † [for stormwater projects (LASII) only] |
| _____ | Current rate sheets and NC Water & Sewer Rate Form† in effect on application deadline (for both water and sewer if the utility provides both water and sewer, or for water or sewer depending on the utility service) [not applicable to stormwater projects (LASII)] |
| NA | Current stormwater fees in effect on application deadline [for stormwater projects (LASII) only if fees apply] |
| _____ | PE Seal on Project Budget * [for Construction Projects and Pre-Construction Planning Grants only] |

* Required in the application package. Failure to include or properly document will result in an incomplete and ineligible application which will not be considered for funding.

† Forms and templates are available separately on the [Division's application webpage](#).

Submittal Information

All application packages must be submitted electronically at <https://edocs.deq.nc.gov/Forms/OPA-ARPA>

See Instructions on completing the form online.

Online submittal of the application package is sufficient for all applications, except for CDBG-Infrastructure applications.

For CDBG-Infrastructure applications only: in addition to submitting the application package electronically at the link above, you must **send one (1) original hard copy*** of the application package to:

Mailing Address[†] (US Postal Service only)

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Physical Address (FedEx, UPS)[‡]

Division of Water Infrastructure – 8th Floor, Archdale Building
512 North Salisbury Street
Raleigh, NC 27604
919.707.9160

* Provide a hard copy that is bound (e.g., report cover with fasteners, plastic report combs, spiral or 3-ring binders). No paper clips, staples or binder clasps.

[†] Please allow two weeks for delivery if mailing via the US Postal Service.

[‡] For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Application Signature

Original signature is required for the application.

Application with no signature is incomplete and ineligible for consideration.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Fred McCoy, Chairman, Rocky Point Topsail Water
and Sewer District

TYPED NAME

TYPED TITLE

DATE

**RESOLUTION BY THE BOARD OF THE ROCKY POINT TOPSAIL WATER AND SEWER
DISTRICT**

WHEREAS, The Rocky Point Topsail Water and Sewer District has need for and intends to construct a drinking water treatment works project described as a reverse osmosis water plant, well field, and associated piping and distribution improvements, and

WHEREAS, The Rocky Point Topsail Water and Sewer District intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF THE ROCKY POINT TOPSAIL WATER AND SEWER DISTRICT:

That Rocky Point Topsail Water and Sewer District, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Rocky Point Topsail Water and Sewer District to make a scheduled repayment of the loan, to withhold from the Rocky Point Topsail Water and Sewer District any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Board Chairman Fred McCoy, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19th day of September 2022 at Pender County Public Assembly Room, Burgaw, North Carolina.

Fred McCoy, Chairman
Rocky Point Topsail Water and Sewer District

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Rocky Point Topsail Water and Sewer District does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Rocky Point Topsail Water and Sewer District duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2022.

Tera Cline, Clerk



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Travis Henley

DATE: September 19, 2022

SUBJECT: ZTA 2022-16 - Zoning Text Amendment to Article 11 'Road Naming and Addressing' for Code Maintenance and Clarification

SUMMARY:

Pender County, applicant, is requesting the approval of Zoning Text Amendments to the Pender County Unified Development Ordinance. Specifically, the request is to amend Section 11.1 "Authority;" Section 11.3.1 "New Road Names;" Section 11.4.1.B "Petition for Road Names;" Section 11.4.3.A "Prohibited Road Names;" Section 11.6.1.D, L, and Q "Numerical Addressing Requirements;" Section 11.10.2 "Identification;" and Section 11.11.1 "Installation;" Section 11.11.2 "Maintenance." These amendments are requested to increase the health and safety of the citizens through 911 addressing requirements, clear up ambiguous language, to grant more property rights to the owners of unnamed access easements, to align the code with current workflows and designated departments, to delineate exceptions for addressing requirements, and to encode the necessity of street signs for private roads. A detailed description of the proposed changes is available in the Pender County Information Technology Services Department.

ACTION REQUESTED:

To hold a public hearing and consider the proposed Zoning Text Amendment

ATTACHMENTS:

1. Staff Report
2. Proposed Language w/ Staff Annotation
3. Proposed Language w/o Annotation
4. Application

STAFF REPORT FOR ZTA 2022-16 ZONING TEXT AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	ZTA 2022-16
Hearing Dates	July 6, 2022 Planning Board August 15, 2022 Board of County Commissioners
Applicant	Pender County

ZONING TEXT AMENDMENT PROPOSAL
Pender County, applicant, is requesting the approval of Zoning Text Amendments to the Pender County Unified Development Ordinance. Specifically, the request is to amend Section 11.1 “Authority;” Section 11.3.1 “New Road Names;” Section 11.4.1.B “Petition for Road Names;” Section 11.4.3.A “Prohibited Road Names;” Section 11.6.1.D, L, and Q “Numerical Addressing Requirements;” Section 11.10.2 “Identification;” and Section 11.11.1 “Installation;” Section 11.11.2 “Maintenance.” These amendments are requested to increase the health and safety of the citizens through 911 addressing requirements, clear up ambiguous language, to grant more property rights to the owners of unnamed access easements, to align the code with current workflows and designated departments, to delineate exceptions for addressing requirements, and to encode the necessity of street signs for private roads. A detailed description of the proposed changes is available in the Pender County Information Technology Services Department.

AMENDMENT DESCRIPTION

Pender County, applicant, has requested these text amendments to the Unified Development Ordinance to improve many portions of Article 11 “Road Naming and Addressing.”

In Article 11.1.C, the current text says a road may not be named if the name is “deceptively” like any other nearby roads. Article 11.2.1.B.3) calls for the elimination of “duplicate or phonetically similar” road names. Also, Article 11.4.3.A, 4), 6), and 8) pair the words “duplicate” and “phonetic.” Therefore, the applicant argues that changing “deceptively” to “phonetically” aligns the Article 11.1.C with existing language.

In the paragraph following 11.1.C, the applicant suggests omitting some words for the purpose of preventing unnecessary public hearings. Public hearings are required for the naming of private roads and for the renaming of roads. However, most roads are now created within subdivision housing developments. In these instances, the roads are named before the existence of multiple landowners which would require the need for petitioning and public hearings. The roads are named after a vetting process in which developers submit road names for approval. This process is described in Article 11.5.1 New Road Proposals. The applicant argues that removing “name or” and “or assign” in the first sentence, and removing “naming or” and “, or assigning” from the third sentence should prevent the possibility of dozens of yearly public hearings.

Two additional lines are being proposed for Article 11.3.I New Road Names. Under the direction of Commissioner David Piepmeyer, there is proposed language which would allow for easements greater than two hundred (200) feet to be named by petition of the landowner. Another line states that if a single property owner owns the entirety of an unnamed easement, they alone shall be responsible for the naming of the road in conjunction with the Addressing Coordinator, even if other landowners are affected. The addition of a sentence to Article 11.4.I.B. Petition for Road Names would further reinforce this proposal. Article 11.6.F. requires that when structures are more than two hundred (200) feet from the road, it changes how a structure is to be addressed. While this section does not directly impact the proposed addition to the text, it was used as a guide for determining the length of road which may be named. Furthermore, there are many unnamed logging roads in the county which do not have the required number of structures in order to trigger a required name. This language can permit their naming and assist emergency personnel in the event of a backwoods emergency.

Under 11.4.3.A. 8) Prohibited Road Names, there is a proposal to clear up some language. The applicant claims that “cardinal direction designations” is a more thorough term than “directionals” when describing duplicate and non-contiguous road names.

Because of the permitting workflow created many years ago, Article 11.6.I.D Numerical Addressing Requirements has become obsolete. Addresses are no longer assigned during the “footing inspection” as is codified in the UDO, but rather during the building permit approval phase of development. The applicant also wishes to add exceptions to this. These exceptions include preliminary addresses in an approved subdivision, bona fide farm determinations, and unforeseen exceptions which the addressing coordinator finds appropriate. Another exception was made necessary in the aftermath of Hurricane Florence. Small Business Administration (SBA) loans were used by many displaced persons after the storm. The SBA requires an address to process the loan well before Pender County usually assigns one. North Carolina General Statute Chapter 160D covers the requirements for bona fide farms.

Text regarding garage apartments exists in Article 11.6.I.L. The applicant wishes to expand this line to include anything that may be considered an accessory residence (e.g. A guest house) or a an accessory business (e.g. a business run out of an unattached garage or a workshop).

Coming from situations which have happened to addressing coordinators in the past, the applicant wishes to add a line “Q” to Article 11.6.I. This language would permit giving temporary addresses to fireworks stands, FEMA trailers, and construction trailers. These situations occur, and the need for addresses is obvious because of potential emergency situations.

In Article 11.10.2 Identification gives the requirements for road signs. However, this text only requires signs for public roads. The addition of a sentence fixes this safety issue to include privately-owned named roads.

In Articles 11.1.1 Installation and 11.1.2 Maintenance require the Public Works Department to install, repair, and replace road signs. However, the Facilities and Fleet Services Department has been doing these tasks for many years. The proposed edits will correspond with the actual situation.

Proposed language from Article 11 “Road Naming and Addressing” within which all proposed amendments are located, is provided as Attachment I.

EVALUATION

As prescribed in the Pender County Unified Development Ordinance Section 3.18.5, in evaluating any proposed Ordinance text amendment, the Planning Board and the County Commissioners shall consider the following:

1. The extent to which the proposed text amendment is consistent with the remainder of the Ordinance, including, specifically, any purpose and intent statements;
2. The extent to which the proposed text amendment represents a new idea not considered in the existing Ordinance, or represents a revision necessitated by changing circumstances over time;
3. Whether or not the proposed text amendment corrects an error in the Ordinance; and
4. Whether or not the proposed text amendment revises the Ordinance to comply with state or federal statutes or case law.

In deciding whether to adopt a proposed Ordinance text amendment, the central issue before the Planning Board and County Commissioners is whether the proposed amendment advances the public health, safety, or welfare of its citizens.

RECOMMENDATION

The Administrator respectfully recommends approval of the Zoning Text Amendment to the Unified Development Ordinance as described in this report, as the amendment is consistent with the Pender County Unified Development Ordinance. The text amendments are proposed to increase the health and safety of the citizens through 911 addressing requirements, clear up ambiguous language, to grant more property rights to the owners of unnamed access easements, to align the code with current workflows and designated departments, to delineate exceptions for addressing requirements, and to encode the necessity of street signs for private roads. Overall, the proposed Zoning Text Amendment seeks to provide clarity to much of the language within Article 11. Each proposed amendment is concerned with safety, clarity, or property rights.

Additionally, at their July 6, 2022 meeting, the Pender County Planning Board unanimously recommended approval of the Zoning Text Amendment as outlined in this report.

PLANNING BOARD CONSISTENCY STATEMENT:

TO APPROVE: Motion to approve the Zoning Text Amendment and to make a finding that the approval is consistent with the Pender County Unified Development Ordinance.

There are no specific goals, objectives, or policies that conflict with the proposal. The proposed Zoning Text Amendment is consistent with the spirit, purpose, and intent of the Pender County Unified Development Ordinance.

TO DENY: Motion to deny the Zoning Text Amendment and to make a finding that although the proposal is consistent with the Pender County Unified Development Ordinance, said denial is reasonable and in the public interest and does not further the goals of the Article 11 "Road Naming and Addressing" because [INSERT REASONING].

PLANNING BOARD ACTION FOR ZONING TEXT AMENDMENT

MOTION	SECONDED
Teachey	Mosca

APPROVED	DENIED	UNANIMOUS
Y		Y

Jordan	Buchanan	Beaudoin	Gruntfest	Pitts	Teachey	Mosca
ABSENT	Y	Y	Y	ABSENT	Y	Y

ARTICLE 11 ROAD NAMING AND ADDRESSING

11.1 AUTHORITY

Under the authority and provisions of the General Statutes of North Carolina, Chapter 153A-121, 239.1., and local modifications thereto, a county may by ordinance, name or rename any road within the county and not within a city, and may assign or reassign street numbers for use on such a road. In naming or renaming a road, a county may not:

C. Give the road a name that is **phonetically** ~~deceptively~~ similar to the name of any other public road in the vicinity.

In Article 11.1.C, the current text says a road may not be named if the name is "deceptively" like any other nearby roads. Article 11.2.1.B.3) calls for the elimination of "duplicate or phonetically similar" road names. Also, Article 11.4.3.A, 4), 6), and 8) pair the words "duplicate" and "phonetic." Therefore, the applicant argues that changing "deceptively" to "phonetically" aligns Article 11.1.C with existing language.

A county shall not ~~name or~~ rename a road ~~or assign~~ or reassign street numbers on a road until it has held a public hearing on the matter. At least 10 days before the day of the hearing the Board of Commissioners shall cause notice of the time, place, and subject matter of the hearing to be prominently posted at the county courthouse, in at least two public places in the township or townships where the road is located, and shall publish a notice of such hearing in a newspaper of general circulation published in the county. After ~~naming or~~ renaming a road, ~~or assigning~~ or reassigning street numbers on a road, a county shall cause notice of its action to be given to the local postmaster with jurisdiction over the road, to the Board of Transportation, and to any city within five miles of the road.

In the paragraph following 11.1.C, the applicant suggests omitting some words for the purpose of preventing unnecessary public hearings. Public hearings are required for the naming of private roads and for the renaming of roads. However, most roads are now created within subdivision housing developments. In these instances, the roads are named before the existence of multiple landowners which would require the need for petitioning and public hearings. The roads are named after a vetting process in which developers submit road names for approval. This process is described in Article 11.5.1 New Road Proposals. The applicant argues that removing "name or" and "or assign" in the first sentence, and removing "naming or" and ", or assigning" from the third sentence should prevent the possibility of dozens of yearly public hearings.

11.3 ROAD NAMING

11.3.1 New Road Names

B. When a public or private road provides access to more than three (3) addressable structures or combinations thereof, regardless of the length of such road, a road name shall be assigned.

1) If a private access easement is greater than two hundred (200) feet in length, the affected property owner(s) may petition the addressing coordinator to name the road.

Two additional lines are being proposed for Article 11.3.1 New Road Names. Article 11.6.F. requires that when structures are more than two hundred (200) feet from the road, it changes how a structure is to be addressed. While this section does not directly impact the proposed addition to the text, it was used as a guide for determining the length of road which may be named. Furthermore, there are many unnamed logging roads in the county which do not have the required number of structures in order to trigger a required name. This language can permit their naming and assist emergency personnel in the event of a backwoods emergency.

C. The property owners along such road shall provide a petition with the proposed road name to the Pender County Addressing Coordinator within thirty (30) days of written notice.

1) If a single property owner is the sole owner of a private road access or easement which meets the requirements for road naming, they alone shall petition the addressing coordinator for a new road name, whether neighboring properties are allowed to access the road or not.

Under the direction of Commissioner David Piepmeyer, there is proposed language which would allow for easements greater than two hundred (200) feet to be named by petition of the landowner. Another line states that if a single property owner owns the entirety of an unnamed easement, they alone shall be responsible for the naming of the road in conjunction with the Addressing Coordinator, even if other landowners are affected. The addition of a sentence to Article 11.4.1.B. Petition for Road Names would further reinforce this proposal.

11.4 ROAD NAME CHANGES

11.4.1 Petition for Road Names

B. If a petition is made for a road name change, the petition must be signed by a majority of the property owners along the road in question with each such person's mailing address and telephone number listed. The petition shall identify one of the signatories as spokesman for the applicants. **If a road is solely owned by one entity, no others shall have input with the petition.** Because of the cost involved and the confusion generated during this process, the county will follow a basic policy of

This proposed text further reinforces the changes proposed for Article 11.3.C.

11.4.3 Prohibited Road Names

A. The Pender County Addressing Coordinator shall not recommend newly proposed road names which fall under the following categories:

8) Streets having the same name but different **cardinal direction designations** ~~directionals~~ are considered duplicate names unless they are in continuous alignment and are intersected by another road.

Under 11.4.3.A. 8) Prohibited Road Names, there is a proposal to clear up some language. The applicant claims that “cardinal direction designations” is a more thorough term than “directionals” when describing duplicate and non-contiguous road names.

11.6 NUMERICAL ADDRESSING SYSTEM

11.6.1 Numerical Addressing Requirements

D. Addresses will be assigned during the building permit approval phase of development. ~~It is the policy of Pender County to assign addresses when the footing inspection has been approved or when there is a final site plan approval. The only deviation of this policy is when the structure is located in an approved subdivision where addresses have previously been assigned~~

1. Exceptions to this policy are permissible in the following situations:

- a) When the structure is located in an approved subdivision where preliminary addresses have been assigned.
- b) Small Business Administration (SBA) loans for housing following a catastrophe.
- c) In compliance with the provisions of the General Statutes of North Carolina, Chapter 153A-340(b), an address will be given to a bona fide farm upon completion of the Bona Fide Farm Determination and submission of a site plan or property sketch with the Pender County Addressing Coordinator.
- d) Any other address assignment that is deemed appropriate by the Addressing Coordinator given that it does not violate any other rule set forth within Article XI of this code.

Because of the permitting workflow created many years ago, Article 11.6.1.D Numerical Addressing Requirements has become obsolete. Addresses are no longer assigned during the “footing inspection” as is codified in the UDO, but rather during the building permit approval phase of development. The applicant also wishes to add exceptions to this. These exceptions include preliminary addresses in an approved subdivision, bona fide farm determinations, and unforeseen exceptions which the addressing coordinator finds appropriate. Another exception was made necessary in the aftermath of Hurricane Florence. Small Business Administration (SBA) loans were used by many displaced persons after the storm. The SBA requires an address to process the loan well before Pender County usually assigns one. North Carolina General Statute Chapter 160D covers the requirements for bona fide farms.

~~L. Garage apartments shall be given a new address. If there are no addresses available then a unit letter may be assigned (ex. 503A) as a last resort.~~ **An accessory residence, such as a garage apartment, or an accessory business, such as a commercial workshop on the same lot as a residence, shall be given a new address. If there are no more contiguous numerical addresses available, then a unit letter may be assigned (ex. 503A) as a last resort.**

Text regarding garage apartments exists in Article 11.6.1.L. The applicant wishes to expand this line to include anything that may be considered an accessory residence (e.g. A guest house) or an accessory business (e.g. a business run out of an unattached garage or a workshop).

Q. A temporary address may be assigned to a temporary structure such as a fireworks stand, a FEMA trailer, or a construction trailer. Other temporary structures approved for addressing by the Addressing Coordinator may also be assigned temporary addresses.

Coming from situations which have happened to addressing coordinators in the past, the applicant wishes to add a line "Q" to Article 11.6.1. This language would permit giving temporary addresses to fireworks stands, FEMA trailers, and construction trailers. These situations occur, and the need for addresses is obvious because of potential emergency situations.

11.10 OFFICIAL LIST, OFFICIAL MAP, AND IDENTIFICATION

11.10.2 Identification

A sign showing the official name and state road number shall identify all public roads in the unincorporated areas of Pender County. **Private named roads shall have a sign showing the official name of the road.** These road signs shall be placed at all intersections.

In Article 11.10.2 Identification gives the requirements for road signs. However, this text only requires signs for public roads. The addition of a sentence fixes this safety issue to include privately-owned named roads.

11.11.1 Installation

The Pender County ~~Public Works~~ **Facilities and Fleet Services** Department shall be responsible for the provisions of installation of road signs, except in the case of subdivisions with proposed new roads wherein the developer in that case shall be responsible for the installation of said signs.

11.11.2 Maintenance

The Pender County ~~Public Works~~ **Facilities and Fleet Services** Department shall be responsible for repair and replacement of road signs.

In Articles 11.1.1 Installation and 11.1.2 Maintenance require the Public Works Department to install, repair, and replace road signs. However, the Facilities and Fleet Services Department has been doing these tasks for many years. The proposed edits will correspond with the actual situation.

ARTICLE 11 ROAD NAMING AND ADDRESSING

11.1 AUTHORITY

Under the authority and provisions of the General Statutes of North Carolina, Chapter 153A-121, 239.1., and local modifications thereto, a county may by ordinance, name or rename any road within the county and not within a city, and may assign or reassign street numbers for use on such a road. In naming or renaming a road, a county may not:

- A. Change the name, if any, given to the road by the Board of Transportation unless the Board of Transportation agrees;
- B. Change the number assigned to the road by the Board of Transportation, but may give the road a name in addition to its number; or
- C. Give the road a name that is phonetically ~~deceptively~~ similar to the name of any other public road in the vicinity.

A county shall not ~~name or~~ rename a road ~~or assign~~ or reassign street numbers on a road until it has held a public hearing on the matter. At least 10 days before the day of the hearing the Board of Commissioners shall cause notice of the time, place, and subject matter of the hearing to be prominently posted at the county courthouse, in at least two public places in the township or townships where the road is located, and shall publish a notice of such hearing in a newspaper of general circulation published in the county. After ~~naming or~~ renaming a road, ~~or assigning~~ or reassigning street numbers on a road, a county shall cause notice of its action to be given to the local postmaster with jurisdiction over the road, to the Board of Transportation, and to any city within five miles of the road.

11.3 ROAD NAMING

11.3.1 New Road Names

A. The Pender County Addressing Coordinator or their designated agent is authorized to determine the need for new road names or road name changes within jurisdiction of Pender County for both private and public roads outside the corporate limits of any municipality within the county.

B. When a public or private road provides access to more than three (3) addressable structures or combinations thereof, regardless of the length of such road, a road name shall be assigned.

1) If a private access easement is greater than two hundred (200) feet in length, the affected property owner(s) may petition the addressing coordinator to name the road.

C. The property owners along such road shall provide a petition with the proposed road name to the Pender County Addressing Coordinator within thirty (30) days of written notice.

1) If a single property owner is the sole owner of a private road access or easement which meets the requirements for road naming, they alone shall petition the addressing coordinator for a new road name, whether neighboring properties are allowed to access the road or not.

D. The proposed road name will be subject to review pursuant to the criteria set forth in this article.

E. If there is a unanimous decision among the property owners as to the name of the road and the submitted name satisfies the criteria established by this article, the Addressing Coordinator or their designated agent shall review the petition and approve the submitted name.

F. If a consensus among the property owners cannot be met, the Addressing Coordinator or their designated agent shall submit the name recommended by the majority of the property owners to the Pender County Board of Commissioners.

11.4 ROAD NAME CHANGES

11.4.1 Petition for Road Names

A. Any road officially named by the Pender County Board of Commissioners shall not be petitioned for a road name change unless:

- 1) Evidence shows a mistake was made in the naming of the road in the form of deeds, plats, or maps.
- 2) The road has been physically altered.
- 3) By special direction from the Addressing Coordinator for a unique circumstance.

B. If a petition is made for a road name change, the petition must be signed by a majority of the property owners along the road in question with each such person's mailing address and telephone number listed. The petition shall identify one of the signatories as spokesman for the applicants. **If a road is solely owned by one entity, no others shall have input with the petition.** Because of the cost involved and the confusion generated during this process, the county will follow a basic policy of discouraging petitioned road name changes. Pender County UDO 11-3 Article 11 – Road Naming and Addressing.

C. The following criteria shall be used to formulate recommendations for road names or changes:

- 1) When appropriate and feasible, commonly known informal road names shall be retained.
- 2) The Addressing Coordinator or their designated agent should consider geographical, physical and historically significant factors regarding the road.
- 3) U.S. and N.C. highways shall retain their numbers as their road names throughout the county.
- 4) Offensive or distasteful road names shall not be used.
- 5) Family names for road identification shall be permitted when there is a well-established non-conflicting history as to the particular family being the majority of the residents of the road.
- 6) Roads with continuous alignments should have only one name.
- 7) New road segments that are an extension or a continuous alignment of an existing road shall maintain the existing road name.
- 8) Road names and/or numbers should only change when there is a substantial intersection, or at municipal boundaries.

11.4.2 Renaming

A. When renaming a road the following should be considered;

- 1) The road with a name of historical significance should have its name retained.
- 2) The road with the most properties on it should retain its name.
- 3) The road that has been named for the longest period of time shall retain its name.

B. A directional must be placed ahead of the road name and cannot be used as a suffix. If a "North" directional is used there must be a "South" directional. If an "East" directional is used there must be a "West" directional. The prefix "N" shall be used for North, the prefix "S" shall be used for South, the prefix "E" shall be used for East and the prefix "W" shall be used for West.

C. In the case of a double ended road, two different road names may be assigned or a directional prefix may be utilized indicating which direction that portion extends from the road of origin. A cardinal direction is recommended in the naming of a T intersection.

11.4.3 Prohibited Road Names

A. The Pender County Addressing Coordinator shall not recommend newly proposed road names which fall under the following categories:

- 1) Numbers used as part of the name, unless the name is well known and there is a general acceptance.
- 2) Names which are difficult to pronounce.
- 3) Names which are less than 3 characters in total length or over 20 characters in total length, including spaces, but not including street type.
- 4) Names which are duplicated in neighboring counties if the roads are in the same postal district, fire department/rescue district, or telephone exchange.
- 5) Names which are similar to the name of an existing subdivision or landmark unless the road lies within that same subdivision. Pender County UDO 11-4 Article 11 – Road Naming and Addressing
- 6) Duplicate, near duplicate (Ex. Apple Road and Apple Hill Road) or phonetically similar road names.
- 7) Streets having the same name but different street types are considered duplicate names.
- 8) Streets having the same name but different **cardinal direction designations** **directionals** are considered duplicate names unless they are in continuous alignment and are intersected by another road.
- 9) Names that contain a street type or directional within the road name field.
- 10) "EXT" is not to be used as a suffix when a road is extended. Instead, the name shall remain the same and the address range extended to accommodate the new section.

11.4.4 Street Suffixes

Alley = Aly	Lane = Ln
Avenue = Av	Loop = Loop
Bay = Bay	Parkway = Pkwy
Bend = Bend	Path = Path
Boulevard = Blvd	Place = Pl
Branch = Br	Point = Pt
Cay = Cay	Ridge = Rdg
Center = Ctr	Road = Rd
Circle = Cir	Run = Run
Court = Ct	Spur = Spur
Cove = Cove	Station = Sta
Crest = Crst	Street = St
Crossing = Crsg	Terrace = Ter
Drive = Dr	Trace = Trc
Highway = Hwy	Trail = Tr
Hollow = Holw	Walk = Wk
Landing = Ldg	Way = Way

11.6 NUMERICAL ADDRESSING SYSTEM

11.6.1 Numerical Addressing Requirements

A. Numerical addressing will be assigned using the federal standard scale of 1000 numbers per mile, which calculates to an available number every 5.28 feet.

B. The range of addresses shall begin with the lowest number in the range being closest to the road of origin. As the numbers are increasing, even numbers will be assigned to structures located on the right side of the road and odd numbers will be assigned to structures located on the left side of the road.

C. All addresses should numerically balance on both sides of the road.

D. Addresses will be assigned during the building permit approval phase of development. It is the policy of Pender County to assign addresses when the footing inspection has been approved or when there is a final site plan approval. The only deviation of this policy is when the structure is located in an approved subdivision where addresses have previously been assigned

1) Exceptions to this policy are permissible in the following situations:

- a) When the structure is located in an approved subdivision where preliminary addresses have been assigned.**
- b) Small Business Administration (SBA) loans for housing following a catastrophe.**
- c) An address will be given to a bona fide farm upon completion of the Bona Fide Farm Determination and submission of a site plan or property sketch to the Pender County Addressing Coordinator.**
- d) Any other address assignment that is deemed appropriate by the Addressing Coordinator given that it does not violate any other rule set forth within Article XI of this code.**

E. Subdivisions and/or individual lots with up to 100 feet of road frontage may be assigned preliminary addresses following final map recordation. Final addresses will not be assigned until compliance with Section 11.6.1.D has been demonstrated.

F. Addresses will be assigned to the front door of the structure. Structures that are situated more than two hundred (200) feet from a named road will be addressed where the driveway intersects the road. If the structure is not visible or accessible from any distance off the road the address will be assigned at the driveway.

G. Structures using the same driveway shall be addressed with the structure nearest the road of origin having the lower digit.

H. Structures whose vehicular access is via an alley may be assigned addresses from the alley side of the structure.

I. In the event a portion of a roadway that has been addressed using the 5.28 numbering scheme is spot annexed into a municipality, the current numbering scheme shall be maintained.

J. Corner lots will be assigned an address from the road on which the structure faces. An address can be assigned from the side road location in situations where the front of the building is obscured or difficult to distinguish.

K. Addresses should not be assigned to structures that are simply accessory to the principal building.
Pender County UDO 11-6 Article 11 – Road Naming and Addressing

~~L. Garage apartments shall be given a new address. If there are no addresses available then a unit letter may be assigned (ex. 503A) as a last resort.~~ **An accessory residence, such as a garage apartment, or an accessory business, such as a commercial workshop on the same lot as a residence, shall be given a new address. If there are no more contiguous numerical addresses available, then a unit letter may be assigned (ex. 503A) as a last resort.**

M. Duplexes and apartments will be assigned structure numbers as well as unit numbers for secondary locators. For multi-story development the number will reflect the floor number and unit number.

N. Townhouses/Condominiums shall be assigned individual addresses for each unit.

O. Commercial development will be assigned one address per building as well as suite numbers for secondary location indicators. Each individual building shall have a separate address. For multi-story development the number will reflect the floor number and suite number.

P. Each mobile home within a mobile home park shall be assigned a primary 911 address. A mobile home park owner may assign lot numbers but the lot numbers shall not be used as the physical address.

Q. A temporary address may be assigned to a temporary structure such as a fireworks stand, a FEMA trailer, or a construction trailer. Other temporary structures approved for addressing by the Addressing Coordinator may also be assigned temporary addresses.

11.10 OFFICIAL LIST, OFFICIAL MAP, AND IDENTIFICATION

11.10.1 Road Name List and Map

The Pender County Planning and Community Development Department shall maintain a listing of all official road names in Pender County as well as maintain an official street centerline database exhibiting the approved names and location of all roads in Pender County. Pender County UDO 11-8 Article 11 – Road Naming and Addressing

11.10.2 Identification

A sign showing the official name and state road number shall identify all public roads in the unincorporated areas of Pender County. **Private named roads shall have a sign showing the official name of the road.** These road signs shall be placed at all intersections.

A. Every road sign shall comply with the following criteria:

- 1) The sign blade shall be constructed of aluminum with green sheeting, 6 inches in width, and extruded edges.
- 2) The lettering shall be upper case, 4 inches in height, at least ½ inch in stroke, and shall be made of white reflective material.
- 3) The street type and state road lettering shall be upper case, 2 inches in height, at least ¼ inch in stroke, and shall be made of white reflective material.
- 4) The post shall be constructed of U-shaped galvanized steel measuring 12 feet in height.
- 5) The post shall be firmly anchored with the sign blade approximately 8 feet above ground.

B. Developers of subdivisions shall be responsible for the initial street signs. The sign blade must meet the criteria as set forth in this article.

C. Developers of subdivisions may utilize decorative posts and brackets only if the road will not be petitioned for addition to the state highway system. In the event the sign is stolen or damaged, the developer or Homeowners Association shall be responsible for replacing the posts and brackets.

D. Sign installers shall work with the North Carolina Department of Transportation and the various utility companies as to the particular location of the sign. If the road is private in nature, the sign must be

installed within the right-of-way or easement of said road and be clearly visible. 11.11 INSTALLATION AND MAINTENANCE

11.11.1 Installation

The Pender County ~~Public Works~~ **Facilities and Fleet Services** Department shall be responsible for the provisions of installation of road signs, except in the case of subdivisions with proposed new roads wherein the developer in that case shall be responsible for the installation of said signs.

11.11.2 Maintenance

The Pender County ~~Public Works~~ **Facilities and Fleet Services** Department shall be responsible for repair and replacement of road signs.

11.12 VIOLATIONS, PENALTIES & ENFORCEMENT

11.12.1 Violations

A. It shall be unlawful for any person(s) to:

- 1) Erect any road sign with an unofficial name or a name that is substantially similar to any public road or private road in the unincorporated areas in Pender County.
- 2) Remove, deface, damage, or obscure a road sign in the jurisdiction of this article.
- 3) Erect any road sign that does not meet the Pender County sign specifications. Pender County UDO 11-9 Article 11 – Road Naming and Addressing
- 4) Number or assign a number to any structure without the written approval of Pender County.
- 5) Fail to post the official assigned number in accordance with this article.

11.12.2 Penalties

A. Any person who does not comply with this article will be notified, by certified mail, to meet the requirements within 30 days from the date of notification.

B. Any person violating provisions in this article shall be guilty of a misdemeanor and shall be subject to a fine of not more than fifty dollars (\$50) dollars or imprisonment of not more than thirty (30) days as provided by North Carolina General Statute 14-4. Each day shall constitute a separate violation and shall be punishable as a separate offense.

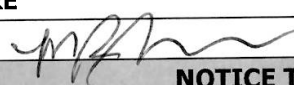
C. Any person who does not comply with this article will be notified, by certified mail, and required to come into compliance within 30 days from the date of notification.

D. Any violation of this article may be subject to civil remedies as set forth in North Carolina General Statute 153A-123C. 11.12.3 Enforcement This article shall be enforceable by citation, injunction and restraining order. Any person violating the provisions of this article shall be subject to a civil penalty for each violation in the amount of fifty dollars (\$50). Each day of violation shall constitute a separate and distinct offense.

11.12.3 Enforcement

This article shall be enforceable by citation, injunction and restraining order. Any person violating the provisions of this article shall be subject to a civil penalty for each violation in the amount of fifty dollars (\$50). Each day of violation shall constitute a separate and distinct offense.

APPLICATION FOR TEXT AMENDMENT

THIS SECTION FOR OFFICE USE			
Application No.	ZTA 2022-16	Date	6/24/2022
Application Fee	\$	Receipt No.	
Pre-Application Conference		Hearing Date	PB 7/6 BCC 8/15
SECTION 1: APPLICANT INFORMATION			
Applicant's Name:	Pender County		
Applicant's Address:	805 S Walker St.		
City, State, & Zip	Burgaw, NC 28425		
Phone Number:	910-259-1442		
Email Address:	mike.mcdickson@pendercountync.gov		
SECTION 2: UDO TEXT TO BE AMENDED			
Current Text to be Amended (Please site accurate Article number referenced): 11.1, 11.3.1, 11.4.1, 11.4.3, 11.6.1, 11.10.2, 11.11.1, 11.11.2			
Proposed Text to be added: See "Proposed Language" document			
SECTION 3: SIGNATURE			
Applicant's Signature			Date: 6/24/2022
NOTICE TO APPLICANT			
If the applicant makes significant changes to the application for a text amendment after the Planning Board has made its recommendation, the Administrator may refer the modified request back to the Planning Board for an additional public hearing.			
TEXT AMENDMENT CHECKLIST			
☐	Signed application form		
☐	Application fee		
☐	A letter describing, in detail the intent and purpose of the amendment presented, meeting the approval criteria set forth in Section 3.18.5 of the Pender County UDO (shown on page 1 of this application)		
Office Use Only			
☐ ZTA Fees: \$250		Total Fee Calculation:	
Payment Method:	Cash : ☐ \$ _____	Credit Card: ☐ Master Card ☐ Visa	Check: ☐ Check # _____
Application Received By:		Date:	
Application completeness approved by:		Date:	
Dates Scheduled for Public Hearings:		☐ Planning Board:	☐ BOC:



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Travis Henley

DATE: September 19, 2022

SUBJECT: SUP 2022-35 - Special Use Permit Request for the Construction and Operation of a Solar Farm in the Burgaw, Columbia, and Union Townships

SUMMARY:

Coastal Pine solar, LLC, applicant, on behalf of Evergreen Timber Co NC, LLC, owner, is requesting approval of a Special Use Permit for the construction and operation of a solar farm which is included in the category of Other Electric Power Generation (NAICS 221119) in the RA, Rural Agriculture zoning district. The subject properties are approximately 6,587 acres in size, with a project acreage of 2,360. The subject properties are located west of Penderlea Highway and Horse Branch Road, south of Shiloh Road, east of US HWY 421/NC HWY 11, and north of Piney Woods Road. Portions of the subject properties are located within the Burgaw, Columbia, and Union Townships and may be further identified by Pender County PINs 2390-54-2868-0000 and 2380-77-7421-0000.

ACTION REQUESTED:

To hold a public hearing and consider the Special Use Permit request.

ATTACHMENTS:

1. Staff Report
2. Application
3. Narrative
4. Attachment 1 - General SUP Procedures from UDO
5. Attachment 2 - Purchase Memorandum
6. Attachment 3 - TRC Preliminary Comments
7. Attachment 4 - Site Plan

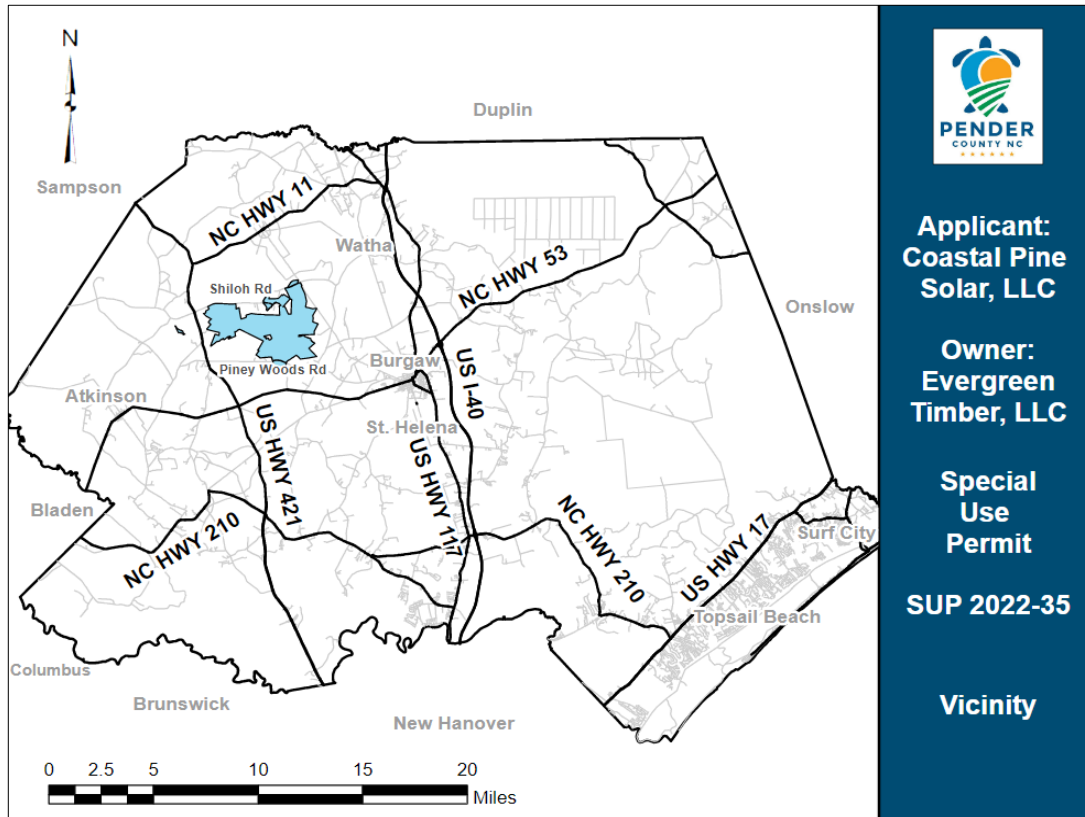
STAFF REPORT FOR SUP 2022-35 SPECIAL USE PERMIT APPLICATION

APPLICATION SUMMARY	
Case Number	SUP 2022-35
Hearing Date	September 19, 2022 Board of County Commissioners
Applicant	Coastal Pine Solar, LLC
Property Owners	Evergreen Timber Co NC, LLC
Parcel Identification Numbers	2390-54-2868-0000 and 2380-77-7421-0000
Project Acreage	2,360 acres
Parcel Acreage	6,587 acres
Township	Burgaw, Columbia, and Union
Zoning District	RA, Rural Agriculture
Pender 2.0 Future Land Use Category	Rural Agriculture

SPECIAL USE PERMIT PROPOSAL
Coastal Pine Solar, LLC, applicant, is requesting approval of a Special Use Permit for the construction and operation of a solar farm which is included in the category of Other Electric Power Generation (NAICS 221119) in the RA, Rural Agriculture zoning district.
LOCATION
The subject properties are located west of Penderlea Highway and Horse Branch Road, south of Shiloh Road, east of US HWY 421/NC HWY 11, and north of Piney Woods Road. Portions of the subject properties are located within the Burgaw, Columbia, and Union Townships and may be further identified by Pender County PINs 2390-54-2868-0000 and 2380-77-7421-0000.

SUP 2022-35 Staff Report BOCC 9.19.2022

Vicinity Map of the Area



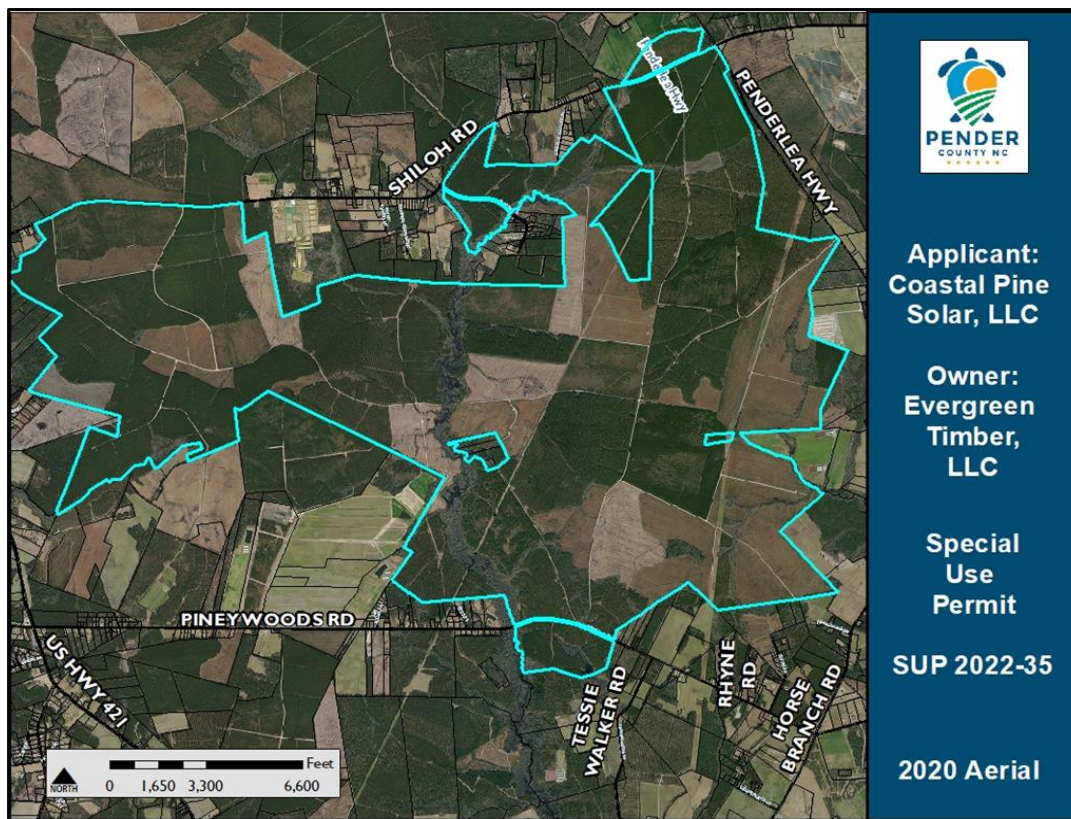
SPECIAL USE PERMIT PROPOSAL

The applicant, Coastal Pine Solar, LLC, is seeking to obtain a Special Use Permit for the construction and operation of a solar farm which is included in the category of Other Electric Power Generation North American Industry Classification System (NAICS) 221119. The owner of the 6,587 acre subject property is Evergreen Timber Co NC, LLC, however Coastal Pine Solar, LLC has entered into a purchase agreement with the owner for the 2,360 acre project area (included as Attachment 2). As shown on the applicant's site plan below (and included as Attachment 4), the project area is located on the eastern side of the property with Cypress Creek as the western boundary. The subject property is zoned RA, Rural Agricultural zoning district and per the Pender County Unified Development Ordinance Other Electric Power Generation (NAICS 221119) is permitted via Special Use Permit in the RA, Rural Agricultural zoning district.

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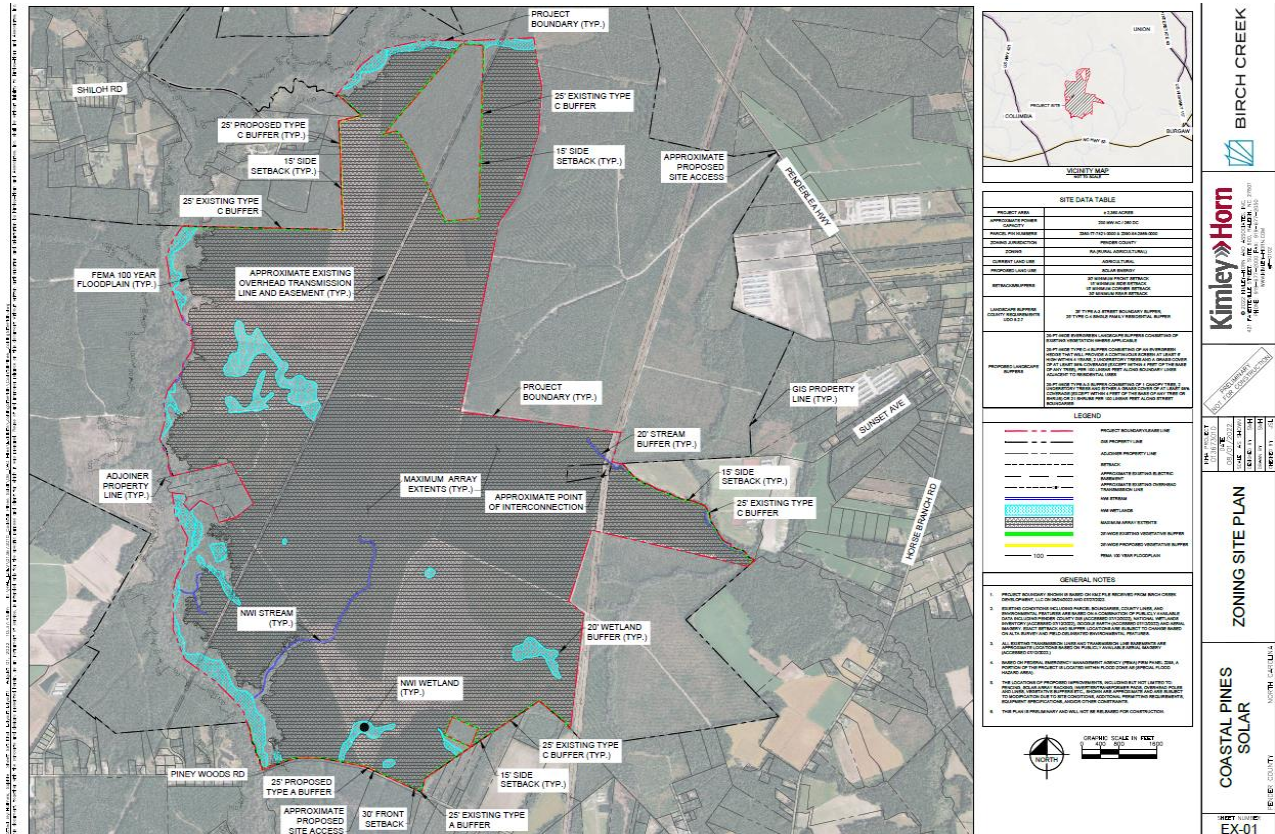
According to the applicant's narrative, the proposed 200 megawatt (AC) solar farm will generate energy through a power purchase agreement with Duke Energy Carolinas. The energy will be generated by approximately 400,000 AstroEnergy 650W modules with panels measuring approximately four (4) feet wide and eight (8) feet long which are installed on steel frames six (6) to eight (8) feet in height. Once fully operational, this facility is expected to produce enough energy to power approximately 50,000 homes.

Aerial Map of the Area



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Applicant's Site Plan



Hours of Operation

According to the applicant's narrative, the passive facility would be unstaffed and would have no hours of operation.

Access

Access to the site is proposed from two (2) access points along the southern and northern borders of the project area. The access point along the southern border is via Piney Woods Road and uses an existing access road. The access point along the northern border is via Penderlea Highway and follows an existing access road to the project area.

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Traffic

Once construction is complete, this facility is expected to generate an estimated two (2) vehicle trips per month to maintain equipment and landscaping/vegetation. Construction of the facility is estimated to be completed within nine to twelve (9-12) months.

Landscaping and Buffers

All landscape and buffers are to be approved in accordance with Section 8.2.7, Project Boundary Buffer, of the Pender County Unified Development Ordinance. All commercial or uses other than residential uses (excluding industrial uses) in the Residential Districts shall provide a Type A-Buffer along all street boundaries, a Type C-Buffer along all boundaries adjacent to single family residential uses or residential lots with a parcel size of less than one (1) acre and when a single-family structure is within fifty (50) feet of the boundary of the development, and a Type B-Buffer along all other non-street boundaries.

The buffer requirements for this facility will be satisfied primarily through the retention of existing vegetation. Where existing vegetation cannot be utilized to meet buffer requirements, the applicant proposes Type A-3 buffers along street boundaries (consisting of a 25 foot wide strip with 1 canopy tree, 2 understory trees, and either grass cover of at least 98% coverage or 21 shrubs per 100 linear feet). C-4 buffers are proposed along boundary lines adjacent to all residential uses and all other non-street boundaries (a 25 foot wide strip with an evergreen hedge that will provide a continuous screen at least 6-feet in height within 4 years, 2 understory trees and a grass cover of at least 98% (except within 4 feet of the base of any tree per 100 linear feet) along boundary lines adjacent to all residential uses. A Type C-4 Buffer, can be substituted for a Type B Buffer as, the former is a higher density buffer than required. Additionally, a seven (7)-foot security fence will be constructed around the perimeter of the project area.

Required Buffers	
Buffer Type	Location of Buffer
Type A	Along Southern project boundary (fronting Piney Woods Road)
Type B	Along all other non-street project boundaries (Type C-4 Buffer will be substituted)
Type C	Along all boundaries adjacent to single family residential uses

Lighting

This facility will not have any form of illumination at night.

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Signage

No signage is proposed at this time however, any signage shall be required to be in conformance with the standards outlined in Article 9 the Unified Development Ordinance.

Utilities

This facility will not require utilities or sanitation services.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does appear to contain Special Flood Hazard Areas ¹ . However, the proposed project area does not include special flood hazard areas.
Wetlands	The subject property does appear to contain characteristics Wetlands ^{2,3}
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 two (2) public notice signs have been placed at each proposed entrance to the subject site. Access to the site is proposed from two (2) access points along the southern and northern borders of the project area. The access point along the southern border is via Piney Woods Road and uses an existing access road. The access point along the northern border is via Penderlea Highway and follows an existing access road to the project area.

Additionally, preliminary comments on the project were collected from the Technical Review Committee and are included as Attachment 3.

SUP 2022-35 Staff Report BOCC 9.19.2022

EVALUATION

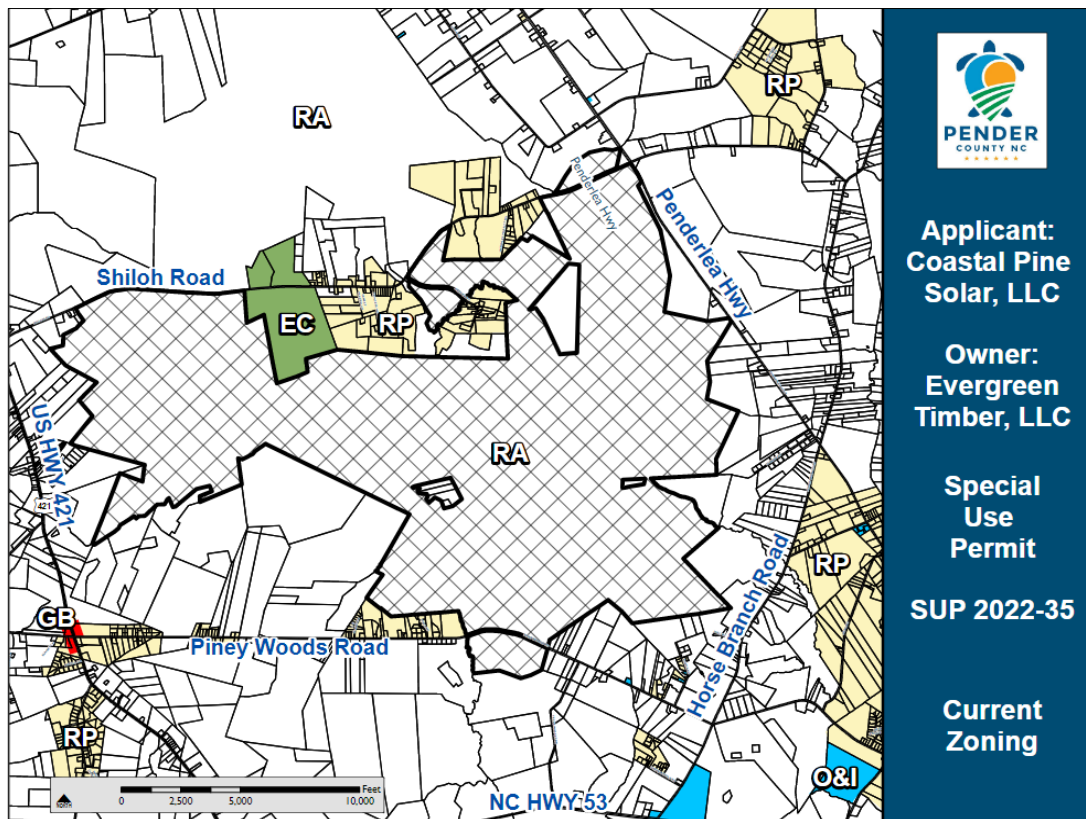
Basis for Granting SUP

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.

Existing Land Use in Area

The primary land use in the area of the subject parcel is agricultural, with most of the surrounding property zoned Rural Agriculture (RA), and the presence of multiple Voluntary Agriculture Districts (VAD) adjoining or within one (1) mile to the north, south, east and west of the subject property. The other land uses in the area of the subject property are environmental conservation to the north, and single family residential (many of the residentially zoned parcels are yet undeveloped) to the north, south, east and west of the subject property.

Zoning Map of the Area



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CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	ZONING
North	Agriculture, Single Family Residential/Undeveloped, Conservation	Rural Agriculture (RA), Residential Performance (RP), Environmental Conservation (EC)
East	Agriculture, Single Family Residential/Undeveloped	Rural Agriculture (RA), Residential Performance (RP)
South	Agriculture, Single Family Residential/Undeveloped	Rural Agriculture (RA), Residential Performance (RP)
West	Agriculture, Single Family Residential/Undeveloped	Rural Agriculture (RA), Residential Performance (RP)

Unified Development Ordinance Compliance

The subject property is zoned RA, Rural Agriculture zoning district. Per Section 5.2.3 of the Pender County Unified Development Ordinance, Other Electrical Power Generation is permitted in the RA zoning district via Special Use Permit.

Prior to issuance of final zoning approval, a site development plan must be submitted and 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.

		Zoning Districts									
Use Type	Ref NAICS	RA	RP	RM	MH	PD	GB	OI	IT	GI	EC
Sector 22: UTILITIES											
Other Electric Power Generation	221119	S	S			S			P	P	

Pender 2.0 Comprehensive Land Use Plan Compliance

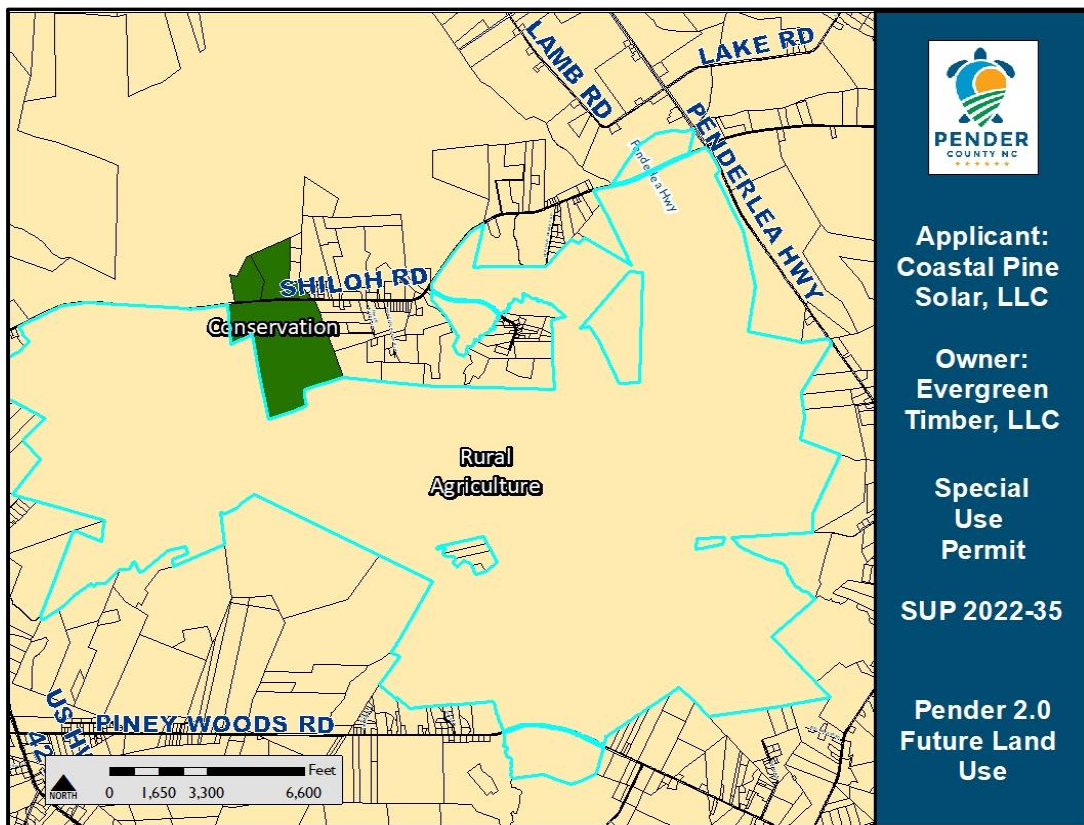
The subject property is located within the Rural Agriculture Future Land Use Classification as shown in the Future Land Use Map within the Pender 2.0 Comprehensive Land Use Plan. The Rural Agricultural future land use category supports and protects Pender County's agricultural areas. These areas are an essential part of the County's economy and agricultural heritage. Within the Rural Agriculture future land use category, agriculture uses are highly encouraged. Preservation of prime farmland soils for continued prosperity of farming and forestry operations should be considered. Manufactured homes and very

SUP 2022-35 Staff Report BOCC 9.19.2022

low density single family detached dwellings are appropriate uses in this category. Commercial, civic, office, and institutional uses are permitted where compatible with existing neighborhoods and as a resource or employment opportunity for area residents.

The proposed use is consistent with Rural Agriculture future land use classification within the Pender County 2.0 Comprehensive Land Use Plan because it is intended to provide a resource to area residents. The solar farm project is expected to produce enough energy to power approximately 50,000 homes.

Pender 2.0 Future Land Use Plan 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 policy within the Pender 2.0 Comprehensive Land Use Plan:

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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 policy because it is a non-residential use in a rural area as designated on the County's Future Land Use Map.

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 the pursuit of revocation actions pursuant to N.C.G.S. 160D-403(f), 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.
6. Prior to final zoning approval, a Decommissioning Plan shall be recorded within the Pender County Register of Deeds. The plan shall identify and establish procedures for removal of equipment, conduit, structures, fencing, roads, and foundations.

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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 07/07/2022
2. X **Signed Application**
3. **Payment**
\$300 for the first 5 acres; \$10 per acre over 5 acres of the project area
4. X **Site Plan** To be paid upon receipt of an invoice from Pender county
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

DocuSigned by:
Jon Buttlers
8A2D4C70E9FE48E...

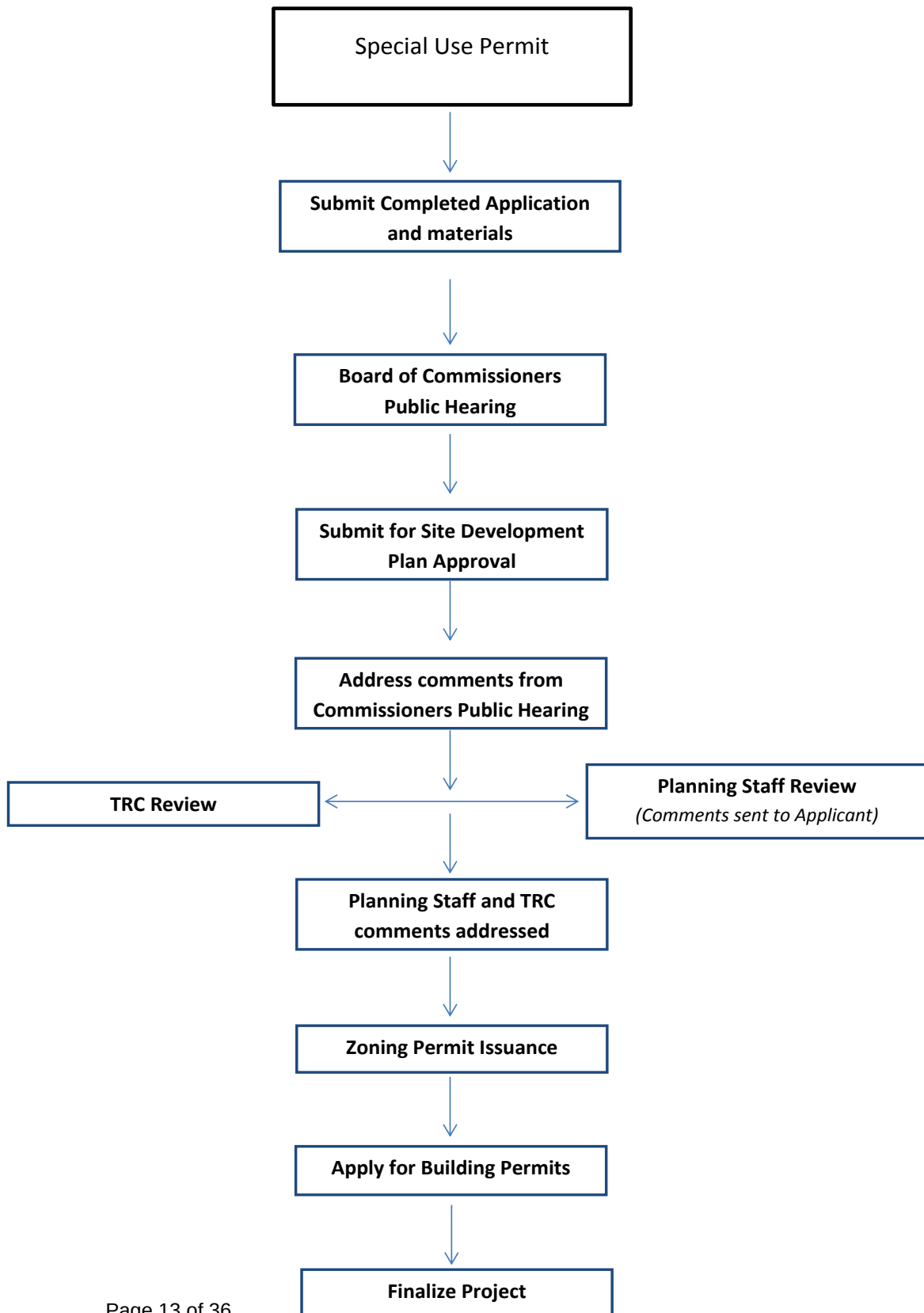
Date 8/5/2022

Printed Name

Jon Buttlers

Staff Initials:

Date:



		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 Planning and Community Development

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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).

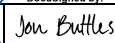
APPROVAL STANDARDS

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:	Coastal Pine Solar, LLC	Owner's Name:	Same as applicant
Applicant's Address:	880 Apollo Street, Suite 333	Owner's Address:	
City, State, & Zip	El Segundo, CA 90245	City, State, & Zip	
Phone Number:	607-727-0601	Phone Number:	
Email Address:	bedrin@birchcreekdev.com	Email Address:	
Legal relationship of applicant to landowner:			
SECTION 2: PROJECT INFORMATION			
Property Identification Number (PIN):	2380-77-7421-0000 2390-54-2868-0000	Total property acreage:	7,000 acres
Zoning Classification:	RA- Rural Agricultural	Acreage to be disturbed:	2.360
Water Provider:	N/A	Wastewater Provider:	N/A
Project Address:	5046 Piney Woods Road, Willard, NC		NAICS Code: 221119
Description of Project Location:	The Project is located on parcel numbers 2380-77-7421-0000 and 2390-54-2868-0000 and generally lying west of Penderlea Highway and Horse Branch Road and north of Piney Woods Road, as illustrated on the Project's site plan submitted with the application		
Describe activities to be undertaken on project site:	Construct a 200 MW AC solar facility.		
SECTION 3: SIGNATURES			
Applicant's Signature	DocuSigned by: 	Date:	8/5/2022
Applicant's Printed Name:	Jon Buttles	Date:	
Owner's Signature	DocuSigned by: 	Date:	8/5/2022
Owner's Printed Name:	Jon Buttles	Date:	
<u>NOTICE TO APPLICANT</u>			
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.			

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:	



Project Narrative

Coastal Pine Solar, LLC (Applicant) Evergreen TimberCo NC, Inc. (Landowner)

A. Location of the Project and type of access to Project site.

The Project is located on parcel numbers 2380-77-7421-0000 and 2390-54-2868-0000 and generally lying west of Penderlea Highway and Horse Branch Road and north of Piney Woods Road, as illustrated on the Project's site plan submitted with the application

The project is a solar facility that will be constructed on approximately 2,360 acres of an approximately 4,000-acre parent tract. The parent tract will provide substantial natural buffers and setbacks, in places up to 4,000 feet. Portions of the parent tract not developed for solar will remain in agriculture and timber production.

B. Detailed description of the activities to be undertaken on the site, including hours of operation, number of employees, etc.

The Project is a 200 megawatt (AC) solar farm that will generate renewable, clean energy through a power purchase agreement with Duke Energy Carolinas.

The energy will be generated in panels six (6) to eight (8) feet in height that absorb heat and energy from the sun. Electrons inside the panels will be caused to collide and generate direct current. The direct current will be converted into useable alternating current in "invertors" strategically located throughout the site. The alternating current then travels to an electric substation at the facility – called a "point of interconnection – that raises the voltage to a level that matches the voltage in the transmission lines crossing the property. Once placed on the grid, this facility will produce enough energy to power approximately 50,000 homes.

This facility will not have "hours of operation" like a traditional business because it will not have customers traveling to the site or employees stationed on site. Solar farms only produce energy during daylight hours, and the only "noise" generating activity will be the invertors, which cannot be heard outside the facility. This facility will not have any form of illumination at night. With ample vegetation (existed or planted) concealing the panels, this facility will not be seen or heard, and it will produce fewer vehicle trips in one month than a standard single-family home provides in one day.



BIRCH CREEK

Post-construction, the only workers on site will be a small landscape maintenance team once or twice a month, depending on the season, to keep grass and weeds cut.

C. Description of all construction activities to be undertaken on the site

Construction of solar farms is quick, relatively simple, and takes 9 to 12 months for a project this size. Minimal grading occurs, thereby protecting the quality of farmland for when the solar farm is removed and decommissioned.

Materials are brought in by truck and stored onsite in “staging areas” or “lay down yards.” Construction involves driving steel support posts into the ground with minimal site disturbance. Once driven in, steel frames (called “racks”) are bolted to the posts and glass panels are easily placed into their sockets. Each row of panels is connected to an inverter by wiring that runs just below ground or above ground but below the panels.

Construction of the onsite substation is handled by Duke Energy, and it is no different than any of the other substations inside the county except that it is generally smaller. A 7-foot security fence will be constructed around the perimeter, and planted vegetation will be installed in places where existing vegetations does not serve as an adequate screen.

D. Description of the utilities that will serve the Project and status of approval from applicable providers.

Solar farms do not have buildings that require wells, septic, or electricity. Rather than being a consumer of electricity, a solar farm is a provider of electricity. The provision of electricity to Duke Energy Carolinas is through a power purchase agreement.

E. List all state and federal permits that will be required for the Project.

1. Certificate of Public Convenience and Necessity (NC Utilities Commission)
2. Erosion and sedimentation control permit (NCDEQ)
3. Stormwater permit (NCDEQ/NCDWQ)
4. Driveway and encroachment permits (NCDOT)
5. Jurisdictional determinations of wetlands and streams (USACE)
6. Nationwide 404/401 permits (USACE and NCDEQ)
7. Buffer determination, 404/401 permits (NCDWR)
8. Building permits (Pender County)



F. Findings per Pender County UDO Sec. 3.12.3.G. (SUP Standards)

1. The use requested is listed among the special uses in the district for which the application is made.

Solar farms are allowed pursuant to issuance of a special use permit in RA (Rural Agricultural) zoning districts. All acreage in this application is zoned RA.

2. The requested use will not impair the integrity of 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.

a. Morals

“Morality” has been found by North Carolina courts to be a broad legislative standard and an improper inquiry for an evidentiary quasi-judicial proceeding. Having placed this objection in the record, the Applicant informs the county that a solar farm is nothing but a generator of clean energy. No aspect of its operation has a basis in the broad category of “morals,” however that term would be defined.

b. Character of the surrounding or adjoining districts and welfare of the community and neighbors.

Solar farms, as noted above, cannot be seen if properly screened, cannot be heard, are not illuminated at night, do not generate emissions of any kind, and generate fewer cars in a month than an average single-family home generates in a day.¹

The screening of this facility will be accomplished primarily by leaving natural and existing thick buffers in the locations noted on the site plan. In all other places, vegetation will be planted to conceal the view from roadways and adjoining properties. The county has determined legislatively that the setbacks and vegetative buffers required by the zoning ordinance are sufficient to conceal panels, and the landscaping plan designed by Kimley-Horn will be certified by a landscape architect licensed in the State of North Carolina. Meeting these standards constitutes a legal presumption that visual protections are sufficient.

¹ Trip Generation Statistics 11th ed. (published by the Institute of Transportation Engineers) provides that, based on national statistics and studies, the average single-family home generates 9.52 vehicle trips per day.



BIRCH CREEK

Where existing vegetation is not sufficient, Coastal Pine is required by ordinance to plant 25-foot wide evergreen landscape buffers consisting of C-4 buffers (an evergreen hedge that will provide a continuous screen at least 6-feet in height within 4 years, 2 understory trees and a grass cover of at least 98% (except within 4 feet of the base of any tree) per 100 linear feet along boundary lines adjacent to residential uses.

Along street boundaries, Coastal Pine Solar will, where existing vegetation is not sufficient, plant a 25-foot wide Type A-3 buffer consisting of 1 canopy tree, 2 understory trees, and either grass cover of at least 98% coverage or 21 shrubs per 100 linear feet.

Although setbacks will, in most places, greatly exceed the minimum setbacks required by the county, setbacks must be at least 30-feet front, 15-feet side, and 30-feet rear yard.

c. Public Health

Simply described, solar farms are little more than passive facilities that receive sunlight and convert it to clean energy. The materials used are essentially steel, glass, and products found in most household electronic appliances. The technology is more than 50 years old, and some of the components (e.g., steel and glass) have been around for centuries while the basic plastics and some of the electric components have been widely used for more than 75 years. Nothing about the operation creates an unreasonable risk to public health or safety.

Solar Farms do not generate chemical or toxic by-products that threaten groundwater or surface water resources; they do nothing to generate or spread disease or bacteria; and they do not create environmental noise that would disturb the emotional health of residents. In most circumstances, someone standing at the closest point off-site is not able to hear the slight and barely audible hum generated by inverters in the interior of the facility.

If environmental noise is a concern, use of the property by a very quiet solar farm very often prevents the site from being used by many other uses that create substantial environmental noise (e.g., tractors for farming, lawnmowers and leaf blowers from a single family subdivision, guns from hunters, etc.).

Solar farms also protect ground and surface waters from uses that could otherwise be developed as a matter of right (e.g., accumulation of manure from cattle farming; chemicals used in nurseries and greenhouses; or heavy application of chemicals used in crop production).

c. Public Safety



BIRCH CREEK

(a) Traffic

This facility will generate practically no traffic once construction is complete, with most days witnessing no incoming/outgoing vehicle trips at all. The only vehicles coming to the site will be occasional trips made to check on and maintain equipment and to mow grass – typically two vehicle trips per month during growing season.

If this 2350-acre site were conservatively developed for single homes in by-right 10-acre tracts, the estimated trip generation onto local roadways would be approximately 2,000 vehicle trips per day, contrasted with zero trips on most days for a solar farm.

(b) Environmental Safety

Unlike farming and many types of development, a solar facility protects adjoining streams from sedimentation resulting from soil erosion. Solar cells are mounted on support poles that are driven into the ground and that require minimal site grading. Hearty grass suitable to the climate is planted beneath the panels for increased soil stability. During construction, standard erosion control measures will be constructed and maintained in accordance with local and state stormwater regulations. As with most developments, stormwater and erosion control permits must be obtained prior to construction and land disturbance.

(c) Equipment Safety

The facility will be constructed to meet or exceed all standards of the National Electric Code, and all equipment is listed with and will contain the stamp of Underwriters Laboratories, a safety consulting and certification company that specializes in the public adoption and drafting of safety standards for electrical devices and components.

The facility will be surrounded by a 7-foot fence (or 6-foot fence with at least three strands of barbed wire) to protect both the public and the facility from unauthorized access.

3. The proposed use shall not constitute a nuisance or hazard.

This facility will be designed so that the public will not have access (as just stated, a 7-foot fence or 6-foot fence with at least three strands of barbed wire). Therefore, the facility would not be a hazard to the public.

And because it will not generate perceptible traffic, noise, dust, emissions, require groundwater resources, or be visible, there is no factual or rational basis to consider that it will be a nuisance.

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.

This facility will not require utilities or sanitation services. Access roads, determined by this seasoned developer (Birch Creek Development, owner of Coastal Pine Solar, LLC) and its civil engineering firm (Kimley-Horn) have determined that access locations are adequate, and that all drainage can be properly engineered and maintained.

6. That adequate measures have been or will be taken to provide ingress and egress so designed to minimize the traffic congestion in the public roads.

The surrounding road system would not be congested or have congestion even to accommodate the workers coming to the site for the months that are required for construction. Construction traffic would be divided between an access on Penderlea Highway and Piney Woods Road.

Post-construction, only a few pickups with maintenance equipment will visit the site each month.

7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

Coastal Pine Solar has determined that it can meet all requirements of the district, including setbacks, height, vegetative buffers, etc. Before building permits are issued by Pender County, site plan reviews will take place to ensure that all zoning and other regulations have been and will be met.

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.

The site plan submitted with this application demonstrates that the proposed facility can meet all setbacks and that size is sufficient. Because the leased tract subject to the SUP is substantially smaller than the parent tract, adjustments could be made if necessary to accommodate spacing issues.

It is important to note that the State of North Carolina, speaking through its Supreme Court, has determined that when a local zoning ordinance allows a use in a certain district pursuant to a special use permit, it has established a legislative



BIRCH CREEK

presumption that the use is compatible with other uses in the district. See, for example, *Woodhouse v. Bd. of Commissioners of Nags Head* and *PHG Asheville v. Asheville*.

- 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".
 - 3) Conditions of a continuing nature may be imposed. For example, "exterior loud speakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m."

- F. Filing of Special Use - The Administrator shall file the approved or disapproved application forms with the decision of the Board of Commissioners.
- G. Appeals from the Board of Commissioners - Appeals to the Superior Court may be taken by any person, firm, or corporation aggrieved, or by any officer, department, board of the county affected by any decision of the Board of Commissioners, provided such appeals shall be taken within thirty (30) days after the decision of the Board of Commissioners is filed in the office of the Administrator, or after a written copy thereof is delivered to the applicant, whichever is later. The decision of the Board of Commissioners shall be delivered to the applicant by certified mail, return receipt requested.
- H. Revisions - Major revisions to a Special Use Permit must be submitted to the Board of Commissioners. All legal notice and application fee requirements must be met for major revisions. Revisions that are considered minor revisions to an approved Special Use Permit may be reviewed and approved by the Administrator after basic submission requirements have been completed. All revisions approved by the Administrator must meet the original conditions of the permit as approved by the County Commissioners and current provisions of the Zoning Ordinance. The addition of an accessory structure less than 1000 sq. ft., addition of parking or other ancillary facilities or uses or the addition of similar product lines are examples of revisions that may be considered minor revisions.

3.13 DETERMINATION OF VESTED RIGHT

3.13.1 Establishment

- A. With Site Specific Development Plan
 - 1) In order for a zoning vested right to be established upon approval of a development plan, the applicant must indicate at the time of application, on a form to be provided by the County, that a zoning vested right is being sought. Site specific development plan means a plan which has been submitted to the County by a landowner describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but not be limited to, any of the following plans or approvals: A planned development plan, a subdivision plat, a Master Development Plan or minor site plan, a conditional or special use permit, or any other land-use approval designation as may be utilized by a county. The plan shall include the approximate boundaries of the site; significant topographical and other natural features effecting development of the site; the approximate location on the site of the proposed buildings, structures, and other improvements; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a site specific development plan, and approval of a site specific development plan with the condition that a variance be obtained shall not confer a vested right unless and until the necessary variance is obtained.
 - 2) Each map, plat, site plan or other document evidencing a site specific development plan shall contain the following notation: "Approval of this plan established a zoning vested right under N.C.G.S. Section 153A-344.1. Unless terminated at an earlier date, the zoning vested right shall be valid until (date)."

After Recording Return to:

Coastal Pine Solar, LLC
130 Roberts Street
Asheville, NC 28801

STATE OF NORTH CAROLINA)
)
COUNTY OF PENDER) **MEMORANDUM OF
REAL ESTATE PURCHASE
AND SALE AGREEMENT**

THIS MEMORANDUM OF REAL ESTATE PURCHASE AND SALE AGREEMENT ("Memorandum") is entered into this 21st day of January 2022 ("Effective Date"), by and between **Evergreen TimberCo NC LLC**, a Delaware limited liability company ("Seller"), and **Coastal Pine Solar, LLC**, a North Carolina limited liability company ("Buyer"). Seller and Buyer are sometimes referred to individually as a "Party" and, collectively, as the "Parties".

RECITALS:

- A. Seller is the owner of that certain real property containing approximately one thousand seven hundred and fifty-six (1,756) acres of land, located near 5046 Piney Woods Road, in Pender County, North Carolina, being a portion of Parcel Identification Numbers: 2380-77-7421-0000, 2390-54-2868-0000 ("Land"), as further described on Exhibit "A" attached hereto and incorporated by reference.
- B. Seller and Birch Creek Development, LLC, a Delaware limited liability company ("Initial Buyer") entered into that certain Real Estate Purchase and Sale Agreement dated December 14, 2021 ("Agreement"), as assigned by Initial Buyer to Buyer pursuant to that Assignment and Assumption of Real Estate Purchase and Sale Agreement dated January 11, 2022.
- C. The Parties desire to execute this Memorandum, which is to be recorded in the Public Records of Pender County, North Carolina, so that third parties may have record notice of the Agreement.

NOW, THEREFORE, for and in consideration the promises, covenants, and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

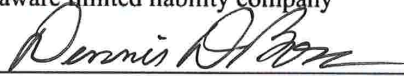
1. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Agreement. All of the terms and conditions of the Agreement are incorporated herein by this reference.
2. For good and valuable consideration, Seller has agreed to sell, and Buyer has agreed to buy the Land upon the terms and conditions set forth in the Agreement which terms and conditions are incorporated in this Memorandum by reference.
3. Except as provided in the Agreement from the date of the Agreement, Seller shall not have the right, with respect to the Land, to enter into any new contracts, leases, pr agreements, oral or written, without the prior written consent of Buyer.
4. This Memorandum is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used in interpreting the Agreement. Nothing contained herein shall modify the Agreement, and in the event of a conflict between the provisions of the Agreement and the provisions of this Memorandum, the provisions of the Agreement shall control.
5. This Memorandum is binding upon and will inure to the benefit of the heirs, successors, assigns, executors, and administrators of the parties.
6. If for any reason the Agreement is terminated and the sale contemplated therein is not consummated, the parties shall evidence such termination by recording a Notice of Termination of this Memorandum in the same Office where this Memorandum is filed.
7. This Memorandum may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum by authority duly given and effective as of the Effective Date.

SELLER:

Evergreen TimberCo NC LLC
a Delaware limited liability company

By: 

Name: **Dennis DuBose**

Title: **Executive Vice President**

STATE OF Alabama
Shelby COUNTY

I, Stephanie Coffee, a Notary Public for Shelby County and State, do hereby certify that Dennis DuBose personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27 day of January, 2022.





My commission expires 6.4, 2024.

Signature Page to Memorandum of Real Estate Purchase and Sale Agreement

IN WITNESS WHEREOF, the undersigned has executed this Memorandum by authority duly given and effective as of the Effective Date.

BUYER:

Coastal Pine Solar, LLC
a North Carolina limited liability company

By: Christopher Norqual

Name: Christopher Norqual

Title: Authorized Representative

STATE OF _____
_____ COUNTY

I, _____, a Notary Public for _____ 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 _____, 20 ____.

(Official Seal)

Notary Public

My commission expires _____, 20 ____.

Signature Page to Memorandum of Real Estate Purchase and Sale Agreement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On January 25th, 2022 before me, Erica Sabiniano, Notary Public
(insert name and title of the officer)

personally appeared Christopher Norqual
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

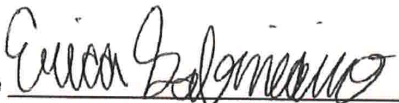
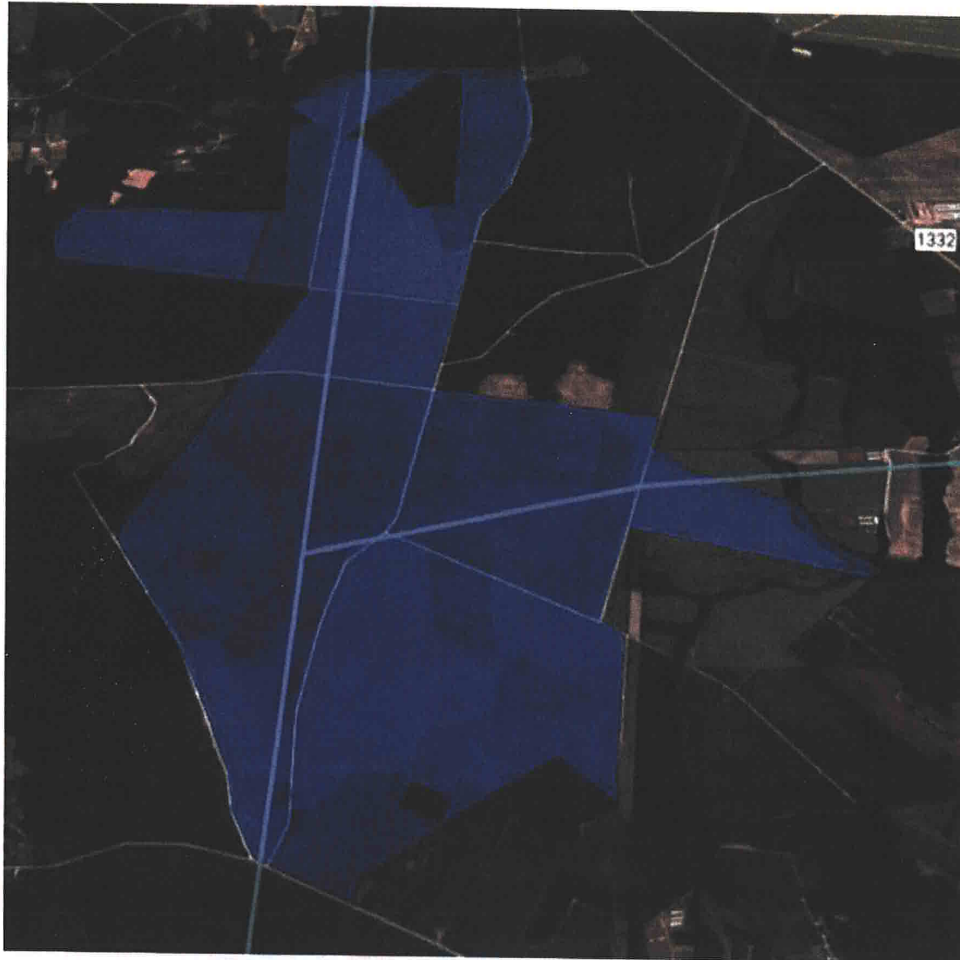
Signature  (Seal)



EXHIBIT A
Depiction of the Land



Deed Reference: Special Warranty Deed recorded on January 21, 2021, in Bk: 4738, Pg:2135.
Parcel ID Numbers: 2380-77-7421-0000, 2390-54-2868-0000

Technical Review Committee Preliminary Comments

**SUP 2022-35
Coastal Pine Solar Farm**

Mike Dickson, Pender County GIS/Addressing – 910-259-1442

An address will be assigned during the building permit approval phase of development. This address will be based on the location of the access road which intersects Penderlea Hwy.

Daniel Adams, Pender County Floodplain Administration- 910-259-0231

The site plan appears to show that they have intentionally avoided any development in the flood zone. Just in case, if there are any electrical or other utility equipment components in the flood zone they will be subject to the development standards of the County's Flood Damage Prevention Ordinance.

Bill Wilder, Duke Energy- 910-772-4903

Transmission Line – Asset Protection. The developer must ensure as they separately engage with electric utility for Solar agreements that they also ensure they submit plans to Bill Wilder with Duke Energy – Transmission Line – Asset Protection for review comments and written approvals as this land tract has a 170 foot wide transmission line easement corridor that goes through it. They will need to submit plans directly to Bill Wilder as they have them available for review at bill.wilder@duke-energy.com.

Jamar Johnson, WMPO- 910-343-3915

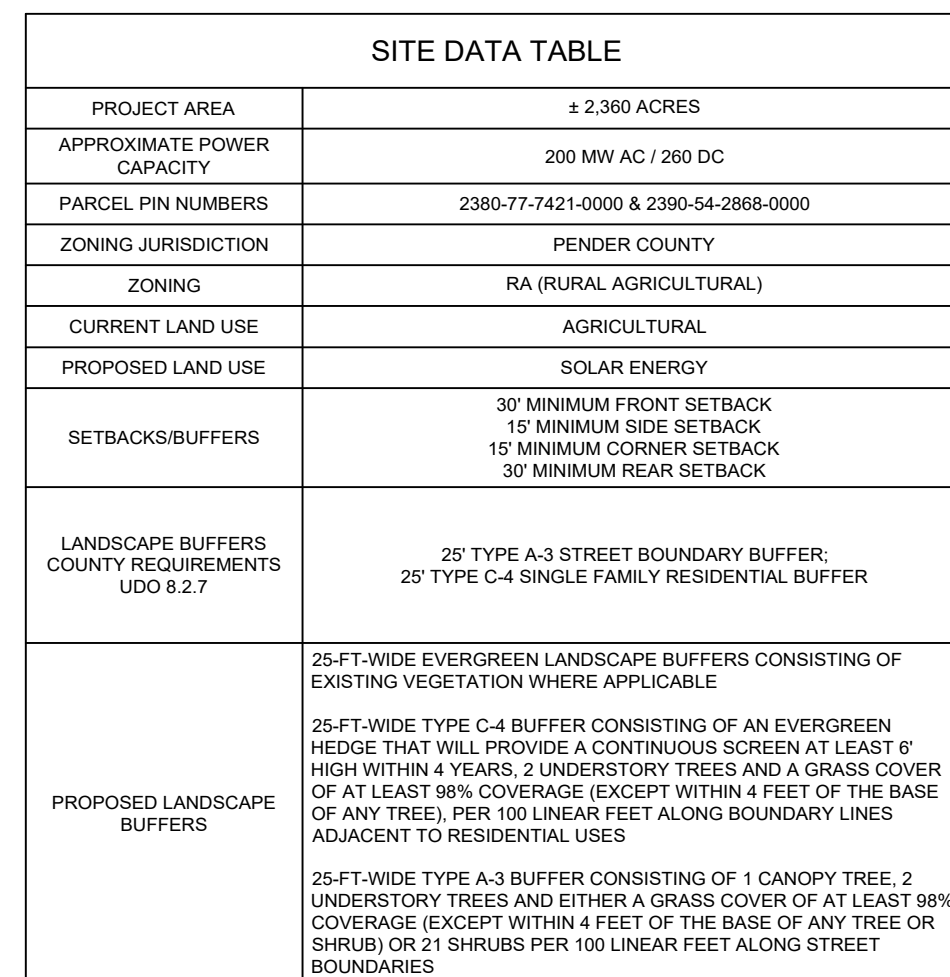
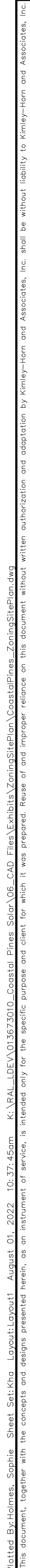
No comments due to not being within the WMPO jurisdiction

Lantz S. Lanier, NCDOT - 910 -467-0506

It is not clear to me on the plans where this development is proposed to access SR1332 (Penderlea Highway) or SR 1336 (Horse Branch Rd). Additional comments will be provided once clarification of proposed access point(s) is provided.

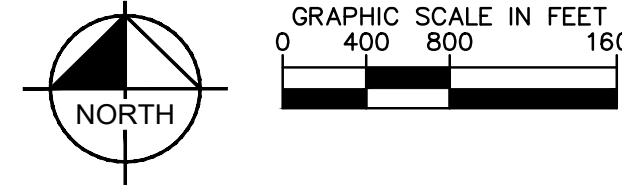
Katie Leubner, Pender County Utilities- 910-663-3776

No comments - no water requirements.



LEGEND	
	PROJECT BOUNDARY/LEASE LINE
	GIS PROPERTY LINE
	ADJOINER PROPERTY LINE
	SETBACK
	APPROXIMATE EXISTING ELECTRIC EASEMENT
	APPROXIMATE EXISTING OVERHEAD TRANSMISSION LINE
	NWI STREAM
	NWI WETLANDS
	MAXIMUM ARRAY EXTENTS
	25'-WIDE EXISTING VEGETATIVE BUFFER
	25'-WIDE PROPOSED VEGETATIVE BUFFER
	100'
	FEMA 100 YEAR FLOODPLAIN

- ## GENERAL NOTES
1. PROJECT BOUNDARY LINES IS BASED ON KTM FILE RECEIVED FROM BIRCH CREEK DEVELOPMENT, LLC ON 06/24/2022 AND 07/27/2022.
 2. EXISTING CONDITIONS INCLUDING PARCEL BOUNDARIES, COUNTY LINES, AND ENVIRONMENTAL FEATURES ARE BASED ON A COMBINATION OF PUBLICLY AVAILABLE DATA INCLUDING PENDER COUNTY GIS (ACCESED 07/12/2022), NATIONAL WETLANDS INVENTORY (ACCESED 07/12/2022), GOOGLE EARTH (ACCESED 07/12/2022) AND AERIAL IMAGERY. EXACT BENTP AND BUFFER LOCATIONS ARE SUBJECT TO CHANGE BASED ON A LA SURVEY AND FIELD-DELINEATED ENVIRONMENTAL FEATURES.
 3. ALL EXISTING TRANSMISSION LINES AND TRANSMISSION LINE EASEMENTS ARE APPROXIMATE LOCATIONS BASED ON PUBLICLY AVAILABLE AERIAL IMAGERY (ACCESED 07/12/2022).
 4. BASED ON FEDERAL ENERGY MANAGEMENT AGENCY (FEMA) FIRM PLAN 2288, A PORTION OF THE PROJECT IS LOCATED WITHIN FLOOD ZONE AE (SPECIAL FLOOD HAZARD AREA).
 5. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, VEGETATIVE BUFFERS ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, SPECIFICATION REQUIREMENTS, AND/OR OTHER CONSTRAINTS.
 6. THIS PLAN IS PRELIMINARY AND WILL NOT BE RELEASED FOR CONSTRUCTION.



KHA PROJECT 013673010		DATE 08/01/2022		SCALE AS SHOWN		DESIGNED BY SMH		DRAWN BY SMH		CHECKED BY JSJ		PENDER COUNTY		NORTH CAROLINA	
ZONING SITE PLAN															
COASTAL PINES SOLAR															
SHEET NUMBER EX-01															
NOT FOR CONSTRUCTION PRELIMINARY															
Kimley»»Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601 PHONE: 919.876.4000 FAX: 919.876.6777-2050 WWW.KIMLEY-HORN.COM #F-0102															
BIRCH CREEK															