



Pender County

Agenda

**Board of County Commissioners Meeting
Tuesday, September 6, 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.	SELECTION OF COUNTY COMMISSIONER OFFICIALS		
4.1.	Approval of Rules of Succession for Pender County Board of County Commissioners. Rule 5	Thurman	5
4.2.	Assign County Attorney Trey Thurman as Moderator.		
4.3.	Nomination and Selection of Vice-Chairman.		
5.	ADOPTION OF AGENDA		
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. AFC Policy Booklet AFC Sample Resolution	McEwen	7 - 15
6.2.	Hampstead Bypass Update from NC DOT	Ben Meyers	
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. 8.17.22 2021 Visitor Spending 2021-County-Level-Visitor-Expenditures (1)	Proctor	17 - 21
7.	PUBLIC COMMENT		
8.	CONSENT AGENDA		
8.1.	Request for Position Reclassification due to Certification Earned Training Certificate - Pdf	HR	23 - 26
8.2.	Budget Ordinance Amendment-Juvenile Crime Prevention Council Administration Funds	Turner	27 - 29

[BOA - Pdf](#)

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|-------|--|-------------|-----------|
| 8.3. | Approval of a Purchase Order to United Rentals in the amount of \$62,972 for a used Forklift.
Forklift - Pdf | Moser | 31 - 43 |
| 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
LIHWAP Additional Funds FY 2021 - Pdf | Moser | 45 - 69 |
| 8.5. | Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: \$141,970
COVID Vaccination Program - Pdf | Moser | 71 - 84 |
| 8.6. | Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: \$20,000
Dental Grant - Pdf | Moser | 85 - 87 |
| 8.7. | Approval of Housing department software program
MRI contract - Pdf | Sava | 89 - 93 |
| 8.8. | Approval of Tax Releases and Refunds
August 2022 Releases and Refunds - Pdf | Pound | 95 - 97 |
| 8.9. | Approve a Purchase Order/Sole Source for Consolidated Laundry
Consolidated Laundry - Pdf | Drummond | 99 - 100 |
| 8.10. | Approval of the Board of Commissioner Meeting Minutes August 15, 2022
BOCC Meeting Minutes August 15, 2022 - Pdf | Cline | 101 - 119 |
| 8.11. | Request for Approval of Purchase Order for Performance Automotive to purchase two new pickup trucks
Ford Maverick PO - Pdf | Henley | 121 - 130 |
| 8.12. | Approval of Surplus Property Advertisement for Auction - Slocum Trail, Currie
Surplus - Slocum Trail Currie - Pdf | Blue/Devane | 131 - 137 |

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
Resolution_ROPlantProject_PropertyUsage - Pdf | Keel | 139 - 145 |
| 9.2. | Approval of Budget Ordinance Amendment and Purchase Order for 48" Leak Repair on LCFWASA Raw Water Main
BOA_RawWaterMainLeakRepairs - Pdf | Keel | 147 - 150 |
| 9.3. | Approval of Bobbitt Construction Contract for Architectural and Engineering Design of future Health and Human Services Building.
Contract Bobbitt Construction - Pdf | Moser | 151 - 194 |
| 9.4. | Resolution to Declare a Glock Model 22 40cal Handgun Surplus and Award it to Retired Deputy Sherry Lewis in Recognition of her | Cutler | 195 - 196 |

Service to the Citizens of Pender County in the Pender County Sheriff's Office.

[Resolution to aware Sherry Lewis her duty weapon - Pdf](#)

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|-------|---|--------|--------------|
| 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.
Approval for Purchase Order for 3 2023 Ford Explorers and 2 Ford F150 trucks - Pdf | Cutler | 197 -
199 |
| 9.6. | Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3229-00-6934-0000 West Hayes Street, Burgaw
West Hayes 1 - Pdf | Blue | 201 -
214 |
| 9.7. | Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3229-00-5992-0000 West Hayes Street, Burgaw
West Hayes 2 - Pdf | Blue | 215 -
224 |
| 9.8. | Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3228-49-6937-0000 near Industrial Drive, Burgaw
Industrial Drive - Pdf | Blue | 225 -
237 |
| 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
RFQ for Project Director for Health Provider Search - Pdf | Blue | 239 -
249 |
| 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.
Legislative Goals | | 251 -
257 |
| 11. | APPOINTMENTS | | |
| 11.1. | Approval of Appointment to the Fire Commission as the Pender EMS And Fire Representative
Grafius Application - Pdf | | 259 -
261 |
| 11.2. | Appointments to David Williams boards as follows: <ul style="list-style-type: none">• Pender EMS and Fire• Hampstead Kiwanis Park• Pender Hospital Board• Priority One Committee• Wilmington Business Development• Work First Planning | | |
| 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 Moser 263 - 267
[Appointment to Advisory BOH - Pdf](#)
18. SOCIAL SERVICES BOARD
19. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS
20. CLOSED SESSION (IF APPLICABLE).
21. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS
22. ADJOURNMENT

Rule 5. Election of the Chair and Vice Chair

- (A) The Chair of the board shall be elected annually for a term of one year and shall not be removed from the office of Chair unless he or she decides to step down or becomes disqualified to serve as a member of the board.
- (B) The Vice Chair shall be elected at the same organizational meeting at which the election of the Chair takes place, and the election shall occur immediately after the election of the Chair. The Vice-Chair shall be elected annually for a term of one year and shall not be removed from the office of Vice Chair unless he or she decides to step down or becomes disqualified to serve as a member of the board.
- (C) In the event the position of Chair becomes vacant for any reason, the Vice Chair shall assume the position of Chair for the remainder of the Chair's unexpired term. The filling of the Chair shall require no action by the Board to ensure uninterrupted continuity for execution of documents and conduct of County and Board duties. The Board subsequently shall act to fill the position of Vice-Chair at a regular or special meeting of the Board.
- (D) In the event the office of Vice-Chair is vacant at the time the position of Chair becomes vacant, the Board Member with the most seniority shall assume the position of Chair on an interim basis, until the Board is able to elect a Chair. In the event two or more Board members have the same seniority, then the selection of an interim Chair shall be made either by agreement among those Board members or by the drawing of lots, which lots shall be drawn by the Clerk to the Board at a proceeding open to the public.



**AMERICAN
FLOOD
COALITION**

OUR POLICIES

**A NONPARTISAN COALITION
ADVOCATING FOR NATIONAL SOLUTIONS
TO FLOODING AND SEA LEVEL RISE**

FloodCoalition.org

Who we are

The American Flood Coalition 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.



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Our mission

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.

In the last 10 years, all 50 states have had presidential disaster declarations from flooding¹

Our 4 solutions pillars



Economy

Invest in infrastructure and natural solutions that boost the economy and protect property values



Communities

Use smart planning to keep communities safe and save taxpayer dollars



Rebuilding

Build back stronger to protect communities from future flooding



Military

Ensure our military installations are ready to deploy 365 days a year

¹ FEMA, FEMA Disaster Declarations Summary - Open Government Dataset, 2018.

Economy

Invest in infrastructure and natural solutions that boost the economy and protect property values

Our national economy relies on our highways, ports, and other essential infrastructure, much of which is at risk from riverine, coastal, and flash flooding and sea level rise. The American Flood Coalition supports dedicated funding and incentives for resilience that will help prevent flood damage, ensure property values and coastal tourism remain strong, and spur innovation and job creation.

The construction of new infrastructure will create local employment opportunities that cannot be outsourced, bringing more jobs to the community. As our communities adapt to flooding and sea level rise, we'll also be able to build new businesses and innovation that we can export to others around the globe.



Policies

- ▶ Support communities investing in adaptation through dedicated federal funding and incentives, such as adaptation trust funds, revolving loan funds, and tax breaks
- ▶ Increase innovation grants for research into flood mitigation technology
- ▶ Facilitate the exchange of best practices among flood-affected communities
- ▶ Broaden available financing methods for flood infrastructure projects in ways that engage the private sector, such as public-private partnerships and low-interest debt financing

**Investing
\$100M
in water
infrastructure
creates an
estimated
1500+ jobs
in the local
community²**

² Value of Water Campaign. The Economic Benefits of Investing in Water Infrastructure. 2017.

Communities

Use smart planning to keep communities safe and save taxpayer dollars



\$1 spent on pre-disaster mitigation saves \$4-7 in disaster relief³

Investing in resilience can save taxpayer dollars and untold heartache for affected communities, but to plan smart our communities need accurate information and policies that empower them to act. As a first step, the Federal Emergency Management Agency (FEMA) should upgrade its flood maps, 15% of which reflect information from the 1970s and 1980s, and none of which include future sea level rise.

Once communities understand their risk, they need federal funding for smart investments. We need to dramatically increase FEMA's pre-disaster mitigation funding, which currently makes up less than 1% of its budget. Communities should also be empowered with the flexibility to invest in living shorelines and other natural infrastructure solutions by making the planning and permitting process more efficient.

Policies

- ▶ Increase pre-disaster mitigation funding across agencies
- ▶ Adopt federal minimum flood standards across all major federal programs
- ▶ Update FEMA flood maps to reflect current data and include sea level rise projections
- ▶ Support efficient planning and permitting for living shorelines, including working with the Army Corps to expand the new living shoreline permit category

³National Institute of Building Sciences, Natural Hazard Mitigation Saves: 2017 Interim Report. December 2017.

Rebuilding

Build back stronger to protect communities from future flooding

When disaster strikes and the national government spends billions to rebuild, we need to build back stronger so our communities can withstand future flooding instead of drawing on taxpayer dollars to rebuild again and again. By creating federal standards for rebuilding that take a clear-eyed view of future risk, we can keep our citizens safe and prevent wasteful spending.

We need to improve Department of Housing and Urban Development (HUD), FEMA, and Small Business Administration (SBA) programs so that they allow and incentivize rebuilding to higher standards.

Policies

- ▶ Create federal resilience standards for rebuilding after hurricanes and flood events
- ▶ Issue guidance from HUD on how the Community Development Block Grant program can be used to encourage adaptive rebuilding
- ▶ Have FEMA allow for and incentivize the adaptation of damaged facilities with Public Assistance funding
- ▶ Allow the SBA Disaster Loan Program to incentivize resilient construction



89% of registered voters support a requirement for all federally funded infrastructure to better withstand flooding⁴

⁴ The Pew Charitable Trusts. Poll. January 2018.

Military

Ensure our military installations are ready to deploy
365 days a year



The DoD
found that
**931 military
installations**
have experienced
flooding⁶

When military facilities are flooded, it puts our national security at risk. At Norfolk Naval Base, the main access road floods about 10 times per year, affecting the over 90% of servicemen who live off base⁵. Some installations are already taking action to protect against flooding, but we need coordinated national action.

The Department of Defense (DoD) must prioritize adaptation plans to ensure our military is prepared for the future, and we must give base commanders the flexibility to invest in critical infrastructure on and off the base.

Policies

- ▶ Give the DoD the authority to assess the impact of flooding on our military installations
- ▶ Allow base commanders the flexibility to use mission funds to address flooding off-base by expanding programs such as Defense Access Roads
- ▶ Promote alternative funding mechanisms for our military through public-private partnerships

Our progress: We successfully advocated for the Defense Access Roads program amendment, which now allows bases to **address flooding impacts to roads leading into bases**, to be included in the Fiscal Year 2019 National Defense Authorization Act (NDAA) that was signed into law August 2018.

⁵ Virginian-Pilot, Naval Station Norfolk's first 100 years: World's largest navy base anchored to community, June 2017.

⁶ Department of Defense Climate-Related Risk to DoD Infrastructure Initial Vulnerability Assessment Survey (SLVAS) Report. January 2018.

Member benefits



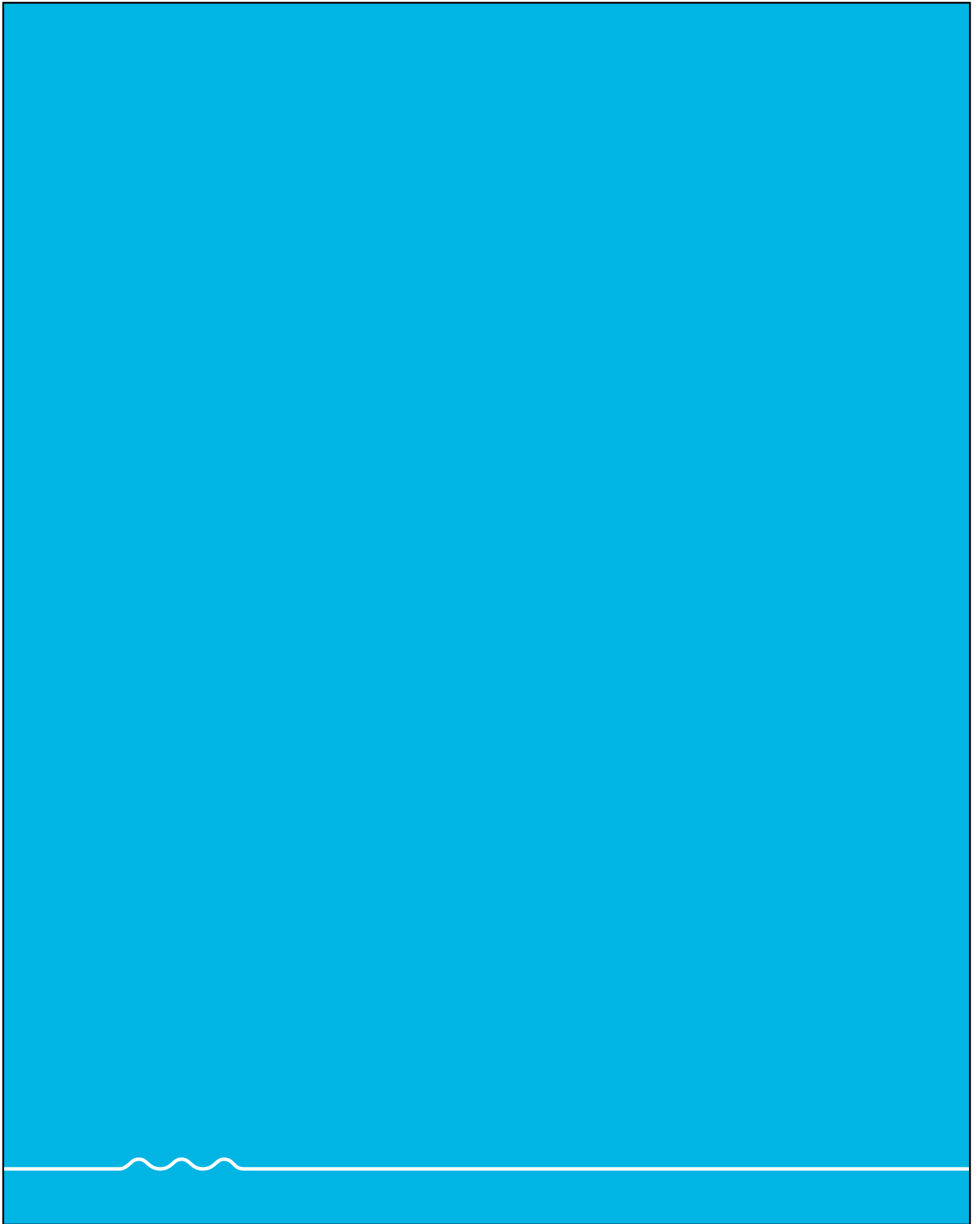
A strong platform to advocate, as part of a nonpartisan group, for national solutions to flooding that invest in and protect our communities

A forum for best practices and support in developing local and state-level responses to flooding and sea level rise



Opportunities and tools to communicate with residents on challenges and solutions related to flooding

Learn more at
FloodCoalition.org



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 of spent on disaster prevention saves up to \$7 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.

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



Interim County Manager
Carolyn Moser
County Attorney
Carl W. "Trey" Thurman
Clerk to the Board
Tera C. Cline

Aug. 17, 2022
For Immediate Release
Contact Tammy Proctor, PIO, 910-789-2971

2021 Visitor Impact for Pender County
Visitor Spending Increases to \$165.29 million
BURGAW — 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.

The data comes from an annual study commissioned by Visit North Carolina, a unit of the Economic Development Partnership of North Carolina.

"We are extremely pleased to see another record year in visitor spending," said Tammy Proctor, Pender County Tourism Director. "In 2020 Pender County was one of only 14 counties statewide to see an increase in visitor spending. To see another significant increase only demonstrates how important the tourism industry is to Pender County's economy."

According to the data released today, the tourism industry directly employs more than 924 in Pender County. The total payroll generated in Pender County's tourism industry was \$37.1 million.

"The state tax revenue generated in Pender County totaled \$6 million through state sales and excise taxes, and taxes on personal and corporate income. Approximately \$8.9 million in local taxes were generated from sales and property tax revenue from travel-generated and tourism-related businesses. The local taxes generated by tourism in Pender County is significant because it equates to a savings of \$243.32 per resident in Pender County.

These statistics come from the "Economic Impact of Travel on North Carolina Counties 2021," which can be accessed at partners.visitnc.com/economic-impact-studies. The study was prepared for Visit North Carolina by Tourism Economics in collaboration with the U.S. Travel Association.

Statewide, visitor spending in 2021 rebounded by 44.9 percent to reach \$28.9 billion. Following the devastating pandemic-related losses of 2020, the total fell just short of the record \$29.22 spent in 2019. Direct tourism employment increased 10.5 percent to 197,500.

“These findings are something that everyone in North Carolina can celebrate,” said Visit NC Director Wit Tuttell. “They’re a testament to the resilience of our businesses and our residents, and to the enduring appeal of destinations that include everything a traveler might want. The economic well-being of the state and all its communities rises with the pleasures travelers find in the natural beauty of our public spaces, our culinary traditions and innovation, our remarkable towns, and our spirited cities. North Carolina can claim it all.”

Statewide highlights include:

- Total spending by domestic and international visitors in North Carolina reached \$28.9 billion in 2021. That sum represents a 44.9 percent increase over 2020 expenditures. The figure falls 1 percent below the record \$29.22 billion spent in 2019.
- Domestic travelers spent a record \$28.6 billion in 2021. Spending was up 45.2 percent from \$19.7 billion in 2020.
- International travelers spent \$337 million in 2021, up 25.6 percent from the previous year.
- Visitors to North Carolina generated \$3.9 billion in federal, state, and local taxes in 2021. The total represents a 29 percent increase from 2020.
- State tax receipts from visitor spending rose 34 percent to nearly \$1.2 billion in 2021.
- Local tax receipts grew 26 percent to \$1.1 billion.
- Direct tourism employment in North Carolina increased 10.5 percent to 197,500.
- Direct tourism payroll increased 18.9 percent to \$7.7 billion.
- Visitors spent more than \$79 million per day in North Carolina. That spending added \$6.4 million per day to state and local tax revenues (about \$3.3 million in state taxes and \$3.1 million in local taxes).
- Each North Carolina household saved \$580 on average in state and local taxes as a direct result of visitor spending in the state. Savings per capita averaged \$222.
- North Carolina hosted nearly 45 million visitors in 2021.

-END-

North Carolina - All Counties - 2021														
County	Visitor Spending, 2021 (millions)							Spending Growth Rate (2021/2020)	Employment	Share of State	Labor Income (Millions)	State Taxes (Millions)	Local Taxes (Millions)	State/Local Tax Savings per Resident
	Lodging*	F&B	Recreation	Retail	Transport**	Total Spending (Millions)	Share of State							
Alamance	\$45.71	\$89.14	\$25.53	\$19.50	\$46.02	\$225.91	0.8%	54.7%	1,617	0.8%	\$53.2	\$10.3	\$6.6	\$97.80
Alexander	\$8.82	\$12.76	\$4.67	\$3.02	\$7.27	\$36.54	0.1%	68.1%	200	0.1%	\$7.8	\$1.5	\$1.3	\$79.63
Alleghany	\$10.28	\$14.61	\$6.25	\$3.98	\$8.65	\$43.76	0.2%	22.5%	258	0.1%	\$9.9	\$1.6	\$2.2	\$342.57
Anson	\$4.26	\$7.45	\$2.61	\$1.54	\$5.21	\$21.07	0.1%	32.9%	135	0.1%	\$4.8	\$1.0	\$0.7	\$76.08
Ashe	\$26.43	\$32.61	\$14.33	\$9.09	\$21.54	\$104.00	0.4%	26.6%	526	0.3%	\$20.6	\$3.8	\$4.6	\$318.90
Avery	\$62.01	\$74.26	\$36.46	\$20.95	\$45.58	\$239.27	0.8%	45.9%	1,429	0.7%	\$56.6	\$8.6	\$9.2	\$1,001.52
Beaufort	\$32.15	\$41.06	\$17.67	\$11.01	\$25.93	\$127.81	0.4%	70.8%	650	0.3%	\$26.0	\$5.2	\$6.0	\$252.59
Bertie	\$5.21	\$6.59	\$2.58	\$1.73	\$4.39	\$20.49	0.1%	65.5%	86	0.0%	\$3.5	\$0.9	\$0.9	\$101.99
Bladen	\$13.99	\$18.34	\$7.49	\$4.78	\$12.35	\$56.95	0.2%	54.3%	248	0.1%	\$10.4	\$2.5	\$1.9	\$153.16
Brunswick	\$239.60	\$301.38	\$140.61	\$92.72	\$200.81	\$975.11	3.4%	33.4%	4,929	2.5%	\$191.9	\$32.3	\$45.9	\$556.73
Buncombe	\$811.72	\$698.29	\$321.83	\$508.56	\$300.60	\$2,641.01	9.1%	81.0%	18,278	9.3%	\$577.1	\$130.9	\$106.9	\$871.54
Burke	\$26.57	\$44.78	\$16.61	\$10.20	\$23.11	\$121.27	0.4%	46.9%	800	0.4%	\$27.5	\$5.3	\$4.2	\$109.77
Cabarrus	\$100.23	\$168.82	\$80.79	\$42.48	\$88.47	\$480.80	1.7%	67.2%	4,065	2.1%	\$140.4	\$21.4	\$14.7	\$155.62
Caldwell	\$12.33	\$22.27	\$7.57	\$4.98	\$16.36	\$63.52	0.2%	23.0%	419	0.2%	\$15.7	\$2.8	\$2.4	\$64.36
Camden	\$0.63	\$1.04	\$0.41	\$0.31	\$0.71	\$3.10	0.0%	18.7%	19	0.0%	\$0.7	\$0.1	\$0.2	\$27.94
Carteret	\$162.34	\$203.56	\$93.77	\$59.79	\$123.92	\$643.38	2.2%	32.0%	3,567	1.8%	\$134.8	\$21.5	\$29.4	\$756.92
Caswell	\$3.54	\$4.47	\$1.88	\$1.31	\$3.44	\$14.64	0.1%	41.9%	73	0.0%	\$2.8	\$0.5	\$0.8	\$57.84
Catawba	\$58.89	\$105.88	\$39.01	\$25.33	\$62.82	\$291.93	1.0%	32.4%	2,222	1.1%	\$77.8	\$13.0	\$11.3	\$149.65
Chatham	\$14.08	\$25.19	\$8.93	\$5.62	\$14.21	\$68.03	0.2%	41.4%	576	0.3%	\$19.1	\$3.1	\$2.7	\$74.45
Cherokee	\$23.45	\$30.23	\$11.77	\$8.61	\$19.21	\$93.27	0.3%	31.1%	574	0.3%	\$18.2	\$3.1	\$4.1	\$250.98
Chowan	\$5.95	\$8.77	\$3.59	\$2.41	\$5.08	\$25.79	0.1%	35.1%	164	0.1%	\$6.2	\$1.1	\$1.5	\$188.48
Clay	\$7.35	\$9.73	\$4.16	\$2.78	\$6.44	\$30.46	0.1%	19.4%	126	0.1%	\$5.2	\$0.9	\$1.9	\$255.46
Cleveland	\$29.20	\$50.73	\$18.28	\$11.23	\$33.45	\$142.90	0.5%	33.4%	887	0.4%	\$33.1	\$6.2	\$3.9	\$100.86
Columbus	\$13.28	\$21.46	\$8.44	\$5.35	\$12.84	\$61.36	0.2%	30.7%	363	0.2%	\$13.5	\$2.8	\$2.2	\$101.27
Craven	\$34.06	\$59.65	\$22.09	\$13.85	\$30.77	\$160.43	0.6%	39.6%	1,185	0.6%	\$42.5	\$6.9	\$5.2	\$121.31
Cumberland	\$125.48	\$215.94	\$73.37	\$52.78	\$141.29	\$608.85	2.1%	35.3%	4,556	2.3%	\$163.2	\$26.3	\$20.0	\$138.49
Currituck	\$117.95	\$147.45	\$69.88	\$44.52	\$93.37	\$473.17	1.6%	26.0%	2,379	1.2%	\$100.0	\$15.3	\$21.5	\$1,257.58
Dare	\$464.45	\$573.65	\$268.38	\$174.11	\$346.06	\$1,826.65	6.3%	29.6%	12,295	6.2%	\$453.9	\$67.6	\$79.2	\$3,930.15
Davidson	\$42.57	\$71.44	\$29.71	\$15.67	\$56.28	\$215.67	0.7%	46.7%	1,314	0.7%	\$51.1	\$9.4	\$7.9	\$102.10
Davie	\$7.76	\$13.07	\$5.08	\$3.30	\$10.76	\$39.96	0.1%	37.6%	298	0.2%	\$10.8	\$1.7	\$1.2	\$68.13
Duplin	\$7.23	\$13.36	\$4.24	\$2.95	\$12.22	\$40.01	0.1%	25.0%	237	0.1%	\$9.5	\$1.8	\$1.7	\$74.45
Durham	\$131.65	\$231.72	\$93.34	\$58.42	\$262.63	\$777.77	2.7%	41.7%	5,707	2.9%	\$216.3	\$31.0	\$31.6	\$189.92
Edgecombe	\$13.72	\$22.68	\$8.58	\$5.28	\$16.02	\$66.29	0.2%	25.5%	340	0.2%	\$14.1	\$2.8	\$1.9	\$97.66
Forsyth	\$149.04	\$279.55	\$100.03	\$69.84	\$232.39	\$830.85	2.9%	57.6%	5,512	2.8%	\$209.2	\$38.2	\$25.7	\$165.62

North Carolina - All Counties - 2021														
County	Visitor Spending, 2021 (millions)							Spending Growth Rate (2021/2020)	Employment	Share of State	Labor Income (Millions)	State Taxes (Millions)	Local Taxes (Millions)	State/Local Tax Savings per Resident
	Lodging*	F&B	Recreation	Retail	Transport**	Total Spending (Millions)	Share of State							
Franklin	\$7.47	\$12.57	\$4.37	\$2.83	\$7.78	\$35.02	0.1%	28.3%	187	0.1%	\$7.7	\$1.5	\$1.0	\$35.51
Gaston	\$54.86	\$103.92	\$31.77	\$22.77	\$75.84	\$289.16	1.0%	43.5%	2,012	1.0%	\$73.4	\$13.1	\$8.5	\$93.79
Gates	\$2.45	\$2.94	\$1.32	\$0.85	\$1.80	\$9.35	0.0%	83.4%	40	0.0%	\$1.6	\$0.4	\$0.3	\$74.39
Graham	\$11.50	\$16.65	\$6.81	\$4.57	\$10.27	\$49.80	0.2%	48.9%	301	0.2%	\$10.4	\$1.7	\$2.6	\$537.59
Granville	\$10.53	\$17.77	\$7.62	\$3.91	\$10.19	\$50.03	0.2%	26.9%	275	0.1%	\$11.6	\$2.3	\$1.8	\$67.41
Greene	\$1.99	\$3.34	\$1.28	\$0.81	\$1.68	\$9.10	0.0%	6.5%	57	0.0%	\$2.0	\$0.4	\$0.4	\$38.27
Guilford	\$243.96	\$420.18	\$159.11	\$108.81	\$361.13	\$1,293.19	4.5%	52.2%	9,550	4.8%	\$400.5	\$53.5	\$43.3	\$176.96
Halifax	\$26.79	\$39.39	\$16.32	\$10.82	\$25.78	\$119.11	0.4%	38.7%	691	0.3%	\$26.2	\$5.4	\$4.0	\$194.81
Harnett	\$20.72	\$37.63	\$14.15	\$8.16	\$23.85	\$104.52	0.4%	42.8%	758	0.4%	\$26.4	\$4.7	\$3.5	\$60.45
Haywood	\$80.40	\$101.08	\$43.97	\$28.88	\$69.00	\$323.33	1.1%	48.9%	2,001	1.0%	\$79.5	\$12.8	\$11.9	\$397.11
Henderson	\$94.73	\$126.10	\$54.86	\$33.98	\$81.62	\$391.28	1.4%	54.2%	2,488	1.3%	\$98.6	\$14.9	\$16.6	\$268.73
Hertford	\$6.05	\$10.19	\$3.77	\$2.46	\$7.43	\$29.89	0.1%	17.6%	190	0.1%	\$7.0	\$1.4	\$1.1	\$121.96
Hoke	\$2.89	\$3.45	\$1.98	\$1.19	\$4.03	\$13.53	0.0%	21.0%	96	0.0%	\$3.3	\$0.6	\$0.4	\$18.96
Hyde	\$12.60	\$17.94	\$7.70	\$5.14	\$9.79	\$53.18	0.2%	41.2%	350	0.2%	\$12.9	\$1.9	\$2.6	\$1,008.41
Iredell	\$66.80	\$114.31	\$50.49	\$26.16	\$68.42	\$326.18	1.1%	48.2%	2,144	1.1%	\$79.3	\$13.7	\$11.8	\$133.30
Jackson	\$115.20	\$129.70	\$63.68	\$39.63	\$89.21	\$437.41	1.5%	49.5%	2,343	1.2%	\$110.4	\$15.6	\$15.6	\$723.41
Johnston	\$51.96	\$90.98	\$33.39	\$23.26	\$55.87	\$255.47	0.9%	40.5%	1,780	0.9%	\$65.9	\$11.7	\$9.0	\$92.34
Jones	\$1.46	\$1.57	\$0.78	\$0.50	\$1.55	\$5.86	0.0%	29.4%	30	0.0%	\$1.3	\$0.3	\$0.2	\$53.06
Lee	\$17.92	\$34.00	\$10.20	\$7.86	\$17.59	\$87.56	0.3%	26.8%	610	0.3%	\$22.7	\$4.0	\$2.8	\$105.46
Lenoir	\$22.36	\$36.46	\$13.69	\$8.41	\$20.90	\$101.82	0.4%	31.5%	666	0.3%	\$25.8	\$4.6	\$3.1	\$138.92
Lincoln	\$15.82	\$31.53	\$9.44	\$6.79	\$17.98	\$81.56	0.3%	47.9%	529	0.3%	\$19.3	\$3.6	\$2.8	\$72.27
Macon	\$84.12	\$101.83	\$45.77	\$29.81	\$62.38	\$323.90	1.1%	40.8%	1,720	0.9%	\$71.9	\$11.3	\$18.2	\$787.70
Madison	\$19.63	\$21.82	\$10.60	\$6.90	\$18.12	\$77.07	0.3%	60.7%	389	0.2%	\$16.1	\$2.9	\$3.0	\$277.39
Martin	\$6.23	\$10.45	\$3.96	\$2.30	\$6.34	\$29.28	0.1%	24.2%	222	0.1%	\$7.7	\$1.3	\$1.1	\$109.85
McDowell	\$23.42	\$30.46	\$13.23	\$8.08	\$26.00	\$101.18	0.3%	43.5%	575	0.3%	\$22.2	\$3.9	\$3.7	\$171.09
Mecklenburg	\$776.63	\$1,308.03	\$547.77	\$340.64	\$1,113.55	\$4,086.61	14.1%	45.7%	28,438	14.4%	\$1,460.8	\$164.0	\$155.4	\$281.79
Mitchell	\$9.63	\$12.51	\$5.64	\$3.50	\$8.64	\$39.92	0.1%	36.0%	208	0.1%	\$8.0	\$1.3	\$1.5	\$189.48
Montgomery	\$11.81	\$15.68	\$7.20	\$4.59	\$11.95	\$51.23	0.2%	22.9%	218	0.1%	\$10.1	\$1.8	\$3.4	\$203.89
Moore	\$168.50	\$212.26	\$96.38	\$60.15	\$135.98	\$673.26	2.3%	70.0%	5,111	2.6%	\$193.3	\$28.1	\$24.4	\$516.59
Nash	\$67.66	\$101.84	\$39.24	\$26.76	\$66.01	\$301.51	1.0%	39.2%	2,358	1.2%	\$81.9	\$13.1	\$10.9	\$252.64
New Hanover	\$211.18	\$311.34	\$118.95	\$77.42	\$211.51	\$930.40	3.2%	55.6%	6,142	3.1%	\$246.5	\$34.5	\$38.3	\$319.28
Northampton	\$6.77	\$8.39	\$3.86	\$2.44	\$5.47	\$26.94	0.1%	24.9%	110	0.1%	\$5.0	\$0.9	\$1.6	\$147.50
Onslow	\$70.02	\$118.07	\$42.43	\$26.84	\$81.13	\$338.49	1.2%	37.2%	2,197	1.1%	\$84.0	\$13.4	\$13.7	\$130.93
Orange	\$38.97	\$73.98	\$29.09	\$16.37	\$36.40	\$194.81	0.7%	51.7%	1,514	0.8%	\$53.4	\$8.3	\$6.9	\$100.83

North Carolina - All Counties - 2021														
County	Visitor Spending, 2021 (millions)							Spending Growth Rate (2021/2020)	Employment	Share of State	Labor Income (Millions)	State Taxes (Millions)	Local Taxes (Millions)	State/Local Tax Savings per Resident
	Lodging*	F&B	Recreation	Retail	Transport**	Total Spending (Millions)	Share of State							
Pamlico	\$7.79	\$11.56	\$5.56	\$2.84	\$6.30	\$34.05	0.1%	45.9%	170	0.1%	\$6.3	\$1.1	\$2.2	\$277.62
Pasquotank	\$18.86	\$29.77	\$9.71	\$7.80	\$16.21	\$82.36	0.3%	46.5%	506	0.3%	\$16.6	\$3.5	\$2.6	\$149.39
Pender	\$39.97	\$55.18	\$23.63	\$15.50	\$31.01	\$165.29	0.6%	25.4%	924	0.5%	\$37.1	\$6.0	\$8.9	\$243.32
Perquimans	\$3.96	\$8.55	\$2.37	\$1.59	\$2.77	\$19.23	0.1%	67.0%	89	0.0%	\$3.5	\$0.7	\$1.3	\$154.85
Person	\$10.05	\$16.20	\$5.45	\$3.96	\$10.52	\$46.19	0.2%	31.4%	259	0.1%	\$9.4	\$2.0	\$1.4	\$87.69
Pitt	\$50.62	\$97.10	\$32.33	\$21.09	\$55.92	\$257.06	0.9%	41.9%	1,804	0.9%	\$63.6	\$10.7	\$8.4	\$112.27
Polk	\$13.61	\$17.37	\$8.15	\$5.10	\$11.78	\$56.00	0.2%	28.4%	301	0.2%	\$11.0	\$2.0	\$2.4	\$228.93
Randolph	\$37.33	\$63.06	\$21.79	\$14.65	\$35.23	\$172.06	0.6%	65.0%	1,127	0.6%	\$41.4	\$8.2	\$5.0	\$90.90
Richmond	\$12.24	\$18.42	\$8.01	\$4.85	\$11.47	\$54.99	0.2%	39.7%	400	0.2%	\$14.5	\$2.4	\$1.7	\$95.96
Robeson	\$33.91	\$55.24	\$19.73	\$13.78	\$33.03	\$155.68	0.5%	28.0%	1,112	0.6%	\$38.7	\$7.2	\$5.1	\$108.05
Rockingham	\$15.52	\$28.98	\$9.41	\$6.30	\$17.66	\$77.88	0.3%	28.4%	592	0.3%	\$20.3	\$3.4	\$2.8	\$68.15
Rowan	\$36.08	\$63.72	\$22.74	\$15.13	\$49.80	\$187.47	0.6%	34.0%	1,366	0.7%	\$48.6	\$8.2	\$7.6	\$106.48
Rutherford	\$71.48	\$86.27	\$37.17	\$23.83	\$54.20	\$272.96	0.9%	33.6%	1,590	0.8%	\$63.2	\$12.3	\$9.8	\$343.15
Sampson	\$11.52	\$20.32	\$7.78	\$4.81	\$12.33	\$56.76	0.2%	35.4%	351	0.2%	\$13.3	\$2.6	\$2.2	\$82.05
Scotland	\$10.83	\$17.56	\$6.49	\$4.68	\$12.52	\$52.08	0.2%	29.8%	375	0.2%	\$13.4	\$2.3	\$1.5	\$111.06
Stanly	\$19.19	\$32.54	\$11.24	\$7.65	\$21.83	\$92.45	0.3%	43.9%	587	0.3%	\$21.5	\$4.2	\$3.4	\$123.15
Stokes	\$12.01	\$15.37	\$5.69	\$3.93	\$9.33	\$46.33	0.2%	48.6%	236	0.1%	\$8.9	\$1.9	\$1.6	\$78.57
Surry	\$29.33	\$48.17	\$15.85	\$11.59	\$32.05	\$136.99	0.5%	45.4%	854	0.4%	\$31.7	\$6.0	\$4.4	\$146.22
Swain	\$88.00	\$96.86	\$49.78	\$30.66	\$69.15	\$334.45	1.2%	47.8%	1,978	1.0%	\$93.4	\$14.7	\$9.5	\$1,724.18
Transylvania	\$45.94	\$53.90	\$25.41	\$16.52	\$36.41	\$178.18	0.6%	35.7%	1,068	0.5%	\$44.1	\$6.0	\$7.5	\$411.79
Tyrrell	\$1.53	\$2.03	\$0.98	\$0.64	\$1.32	\$6.49	0.0%	35.6%	28	0.0%	\$1.2	\$0.2	\$0.4	\$202.05
Union	\$30.34	\$62.62	\$19.58	\$12.72	\$36.55	\$161.81	0.6%	37.6%	1,158	0.6%	\$40.1	\$7.1	\$4.7	\$48.72
Vance	\$12.69	\$21.17	\$7.94	\$5.34	\$12.76	\$59.89	0.2%	35.9%	378	0.2%	\$13.6	\$2.6	\$2.1	\$113.01
Wake	\$487.44	\$689.19	\$397.09	\$487.55	\$279.84	\$2,341.11	8.1%	39.7%	21,357	10.8%	\$689.2	\$118.0	\$125.1	\$210.21
Warren	\$15.75	\$18.52	\$9.41	\$5.64	\$13.70	\$63.01	0.2%	27.0%	232	0.1%	\$10.8	\$1.9	\$3.5	\$292.34
Washington	\$3.71	\$5.67	\$2.27	\$1.44	\$3.50	\$16.59	0.1%	33.2%	90	0.0%	\$3.7	\$0.7	\$0.7	\$132.60
Watauga	\$117.80	\$146.01	\$68.88	\$41.92	\$90.44	\$465.05	1.6%	44.9%	2,916	1.5%	\$111.6	\$16.8	\$18.1	\$650.84
Wayne	\$34.29	\$62.92	\$21.11	\$14.48	\$39.64	\$172.44	0.6%	21.6%	1,119	0.6%	\$41.5	\$8.3	\$5.0	\$114.57
Wilkes	\$24.03	\$35.79	\$12.49	\$8.56	\$20.78	\$101.65	0.4%	37.4%	637	0.3%	\$23.8	\$4.1	\$3.3	\$113.74
Wilson	\$25.13	\$44.67	\$14.94	\$10.20	\$30.37	\$125.30	0.4%	25.3%	899	0.5%	\$31.6	\$5.8	\$4.0	\$124.75
Yadkin	\$10.49	\$16.19	\$5.97	\$4.27	\$10.13	\$47.05	0.2%	57.8%	346	0.2%	\$12.2	\$2.0	\$1.5	\$95.56
Yancey	\$17.83	\$20.95	\$9.59	\$6.15	\$13.47	\$68.00	0.2%	27.2%	324	0.2%	\$14.0	\$2.4	\$3.7	\$329.01
State	\$6,524.2	\$9,262.2	\$3,949.3	\$3,066.8	\$6,117.4	\$28,919.8	100.0%	44.9%	197,511	100.0%	\$7,668.3	\$1,209.6	\$1,148.2	\$223.80

* Lodging includes 2nd home spending.

** Transport includes both ground and air transportation.

Source: Tourism Economics, 2022



Pender County

TO: Board of County Commissioners
FROM: Rebecca Smith
DATE: September 6, 2022
SUBJECT: Request for Position Reclassification due to Certification Earned

SUMMARY:

Request a reclassification of position #776101. Employee filling this position has earned their Water Treatment Operator Class B certification, however no positions are open or exist currently in the county for a Class B. Employee was hired into a Class C position, and has been granted the appropriate pay increase to reflect new certification status. Human Resources requests that employee's position be changed into a the job class that reflects Water Treatment Plant Operator Class B. Employee pay is already correct and needs no adjustment. This action will incur no cost.

ACTION REQUESTED:

Change position 776101 from job class 61PO (WTP Operator C Surface) Grade 5 to job class WTOB (WTP Operator B) Grade 6.

ATTACHMENTS:

PCU Training Certification Policy

PENDER COUNTY UTILITIES & SOLID WASTE TRAINING & CERTIFICATION POLICY

The purpose of this policy is to outline the Pender County Utilities & Solid Waste department expectations, requirements, and benefits regarding training seminars, community college courses, and certification schools & exams. Where noted below, communications on training and certifications that require management approval should be done with your specific supervisor.

Training Seminars:

The Public Utilities Director and Assistant Utilities Director encourage all employees to seek out training that will assist them in their jobs and/or give them the required continuing education hours for their certifications. If an employee finds a seminar that he/she would like to attend, they should request permission from their immediate supervisor. At their supervisor's discretion, they will be allowed to attend the seminar during working hours and will be paid their regular salary for the time spent in training and travel (subject to Pender County Personnel Policy travel approval requirements). If approved, the seminar, lodging (if required), and transportation costs will be paid by PCU, as well as a per diem for meals in accordance with Pender County policy (if meals are not included with the seminar). A travel authorization request form is required for most travel outside the county.

Certification Schools & Exams:

Every attempt will be made to send all applicable employees to one certification school every 2 years. The employee will be required to attend all sessions of the school and return a copy of the school completion certificate to the Public Utilities Director or Assistant Utilities Director. They will attend the school during working hours and will be paid their regular salary for the time spent in school and travel. The school, lodging (if required), and transportation costs will be paid by PCU, as well as a per diem for meals in accordance with Pender County policy (for any meals not included with the school).

The school for each certification level typically qualifies a student to take the certification exam up to 2 times. If the exam is failed both times, the school must be attended again to re-take the exam. PCU will pay for up to 2 schools for each employee for a single certification level, and up to 4 attempts at the exam for a single certification level. If the employee is not successful in passing the exam after 4 attempts, PCU will not pay for any further schools or exams for that certification level for the employee. Any further attempts at that certification level will be the responsibility of the employee (all costs & time required).

If an employee fails a certification exam that is paid for by PCU, they will be required to review the failed test if possible (as noted in their exam failure letter) before being allowed to re-take the exam. If the exam is not reviewed by the employee, they will not be allowed to go to any future certification school for a minimum of 24 months.

The employee must provide to the Public Utilities Director or Assistant Utilities Director a copy of all correspondence and certificates received in association with certification schools and exams. This includes confirmation of school registration, certificate of school attendance, confirmation of acceptance to take exam, and the certification certificate or notification of exam failure.

Certification Benefits:

PCU will pay for annual renewals for approved job-related certifications. The renewal forms should be given to your supervisor or the Public Utilities Director or Assistant Utilities Director for processing upon receipt.

Typically, an NC-issued job-related utilities or solid waste certification/license received while employed by Pender County will result in one step (2.5%) pay increase. Certifications shall include, but not be limited to, Water Distribution, Wastewater Collection, Meter Reading, Cross-Connection-Control, Maintenance Technician, Land Application, and Weighmaster, at the discretion of the Public Utilities Director. If the attainment of a particular certification qualifies the employee for a reclassification to the next higher position (Water & Sewer Maintenance Technician 2 or 3, or Water Plant Maintenance Technician 2 or 3, etc., as determined by the job description), the employee will receive a one grade (5%) pay increase instead of a one step increase.

Treatment Plant Operator certifications are addressed differently, due to the responsibility, type of work, and job classifications involved for plant operators. The following schedule will be followed for employees classified as Plant Operator 1/C, 2/B, or 3/A upon gaining new certifications:

Water Plant Operators:

- C-Surface: Operator C (no increase due to minimum requirement for job)
- B-Surface: Reclassification to Operator B & 5% pay increase (one grade)
- A-Surface: Reclassification to Operator C & 5% pay increase (one grade)

Wastewater Plant Operators:

- Grade 1: Operator 1 (no increase due to minimum requirement for job)
- Grade 2: Operator 1, 2.5% pay increase (one step)
- Grade 3: Reclassification to Operator 2 & 5% pay increase (one grade)
- Grade 4: Reclassification to Operator 3 & 5% pay increase (one grade)

Any other certifications received by Plant Operators or Chemist will be addressed with a one step (2.5%) pay increase. These shall include laboratory certifications, surface irrigation, or other water/sewer certifications approved by the Public Utilities Director and deemed beneficial to the particular job position.

Professional Society Membership:

Employees that are State-certified in their field are encouraged to actively participate in associated professional societies, such as the American Water Works Association, Water Environment Federation, NC Rural Water Association, NC Waterworks Operators Association, NC Professional

Wastewater Operators Association, etc. PCU will typically pay for up to 2 memberships annually, depending on cost and activity level.

The limits on the number of schools and tests paid for by PCU will be from the effective date of this policy going forward, and not include schools or tests taken by any employee before this policy was adopted.

Cc: Randell Woodruff, County Manager
Chad McEwen, Asst. County Manager
Jennifer Kimler, Human Resources Director
PCU Policy/O&M Manuals
File



**Pender County
Budget Ordinance Amendment-Juvenile
Crime Prevention Council Administration
Funds**

TO:	Board of County Commissioners
FROM:	Dee Turner
DATE:	September 6, 2022
SUBJECT:	Budget Ordinance Amendment-Juvenile Crime Prevention Council Administration Funds

SUMMARY:

The Administration funds for the Juvenile Crime Prevention Council have its own Org now and those funds need to be moved from Org 691 to Org 685.

ACTION REQUESTED:

Approval of Administration funds for the Juvenile Crime Prevention Council be moved from Org 691 to Org 685.

Pender County Budget Ordinance Amendment

Page 2 of 3

Date Monday, August 15, 2022
Board Meeting Date (If Applicable) Tuesday, September 6, 2022

Fiscal Year FY 2022-2023 **Fund** 10 - GENERAL
Department 691 - YOUTH ALTERNATIVES/TEEN COURT

Purpose of Request
To move budget from Org 691 to Org 685 for Juvenile Crime Prevention Council Administration revenue and expenditures.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-348018	JCPC-Admin	-6700
2	685-348018	JCPC-Admin	6700
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-419101	JCPC-Admin	-6700
2	685-400400	Temporary Wages	5000
3	684-400500	FICA	385
4	685-403300	Supplies and Materials	1315
5			
6			
7			
8			
9			
10			

	Account # (ORG-OBJECT)	Account Description	Amount
11			
12			
13			

Total Revenues 0

Total Expenditures 0

Budget Amendment Balances when Zero. 0

Prepared By: Dee Turner **Email** dturner@pendercountync.gov



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 6, 2022
SUBJECT: Approval of a Purchase Order to United Rentals in the amount of \$62,972 for a used Forklift.

SUMMARY:

The Health Department is requesting approval of a purchase order to United Rentals in the amount of \$62,972 for a used forklift. The quotes received for a used forklift ranged from \$52,696 to \$70,100. The forklift will be used to support the Health Department Vector & Mosquito Control program and in State of Emergency's to include Hurricane and Preparedness response. The County currently does not have a forklift to support any departments in routine daily functions or in the event of emergencies. The cost for the forklift will be divided between the Health Department and Fleet & Facility Services. Money is in the current FY 22-23 budget, no additional funding is requested.

ACTION REQUESTED:

Approval of a Purchase Order to United Rentals for the purchase of a used forklift in the amount of \$62,972

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



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

Letter of Recommendation to Purchase

8/12/2022

Dear Commissioners,

It is requested that the board approve the purchase one used forklift from United Rentals in the amount of \$62,972.00. As of today, the County does not have a forklift to support any departments in their daily missions nor in case of a State of Emergency and the County has struggled to perform without a forklift. This forklift will enable the departments to complete daily movement incoming freight as well as outgoing freight. It will be purchased thru the health department FY23 budget.

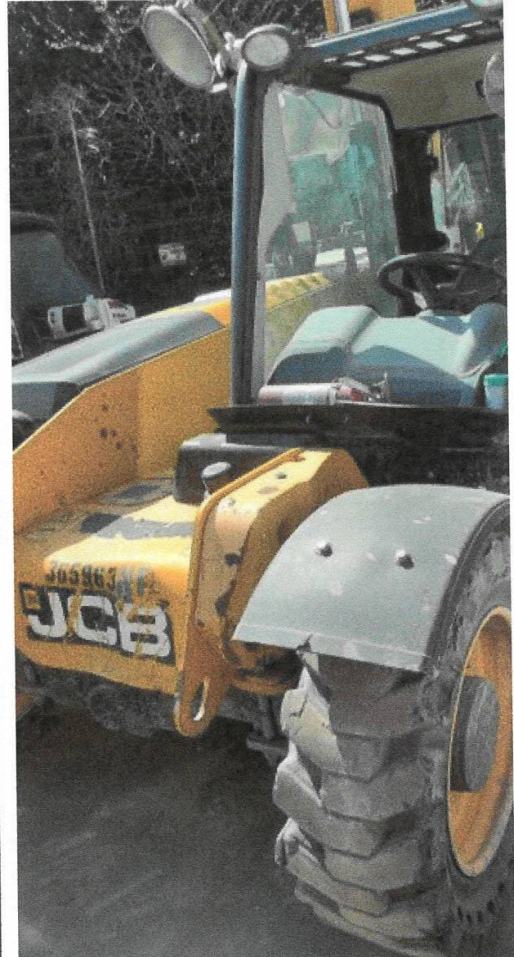
The primary daily use will be to support the health department mosquito control, fleet management routine maintenance, facility management routine maintenance, daily warehouse functions and in State of Emergency's to include Hurricane response.

Andy Devane

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



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



Cat Class Code: 233-1025

2015 JCB 525-60

LOW INTEREST FINANCING

UNITED GUARD WARRANTY

United Rentals offers the forklift rental service you need. These variable-reach, all-terrain forklifts are designed to increase your productivity in a wide range of applications. These machines can efficiently lift, move and place up to 5,000 lbs. of lumber, bricks, blocks, trusses and other materials, making these units some of our most versatile reach forklift rentals available. These all-terrain forklifts feature four-wheel drive coupled with all-wheel steering, allowing this reach forklift to deftly maneuver over any surface. These variable-reach forklifts are also equipped with sway control to help keep loads level on uneven surfaces. Operator compartments feature spacious design, easy-to-read gauges, joystick boom control and SAE/ISO FOPS/ROPS certified protection. United Rentals is ready to assist you with your variable-reach forklift rental. Manufacturers include Genie and other familiar brand names. United Rentals is here as your official tool supplier.

Actual product may differ from item description and may not be available in your area. Please contact your sales rep for more information.

<https://www.unitedrentals.com/sales/equipment/forklifts/reach-forklifts/2015-jcb-525-60-365963nf>

Page 3 of 13

1/3

Specifications

MANUFACTURER & MODEL	JCB - 525-60
YEAR	2015
SERIAL NUMBER	2365963
EQUIPMENT ID	365963NF
MAX CAPACITY	5500 LBS.
MAX LIFT HEIGHT	20'
LIFT CAP FULL HEIGHT	3000 LBS.
MAX FORWARD REACH	11' 6"
MAX FORWARD LIFT	1650 LBS.
FRAME LEVELING	N/A
ENGINE DIESEL	74 HP
OUTSIDE TURN RADIUS	12' 1"
OPERATING WEIGHT	12,100 LBS.

\$60,019 USD

Contact for Sales

Joseph Helton

[770-480-0384](tel:770-480-0384)

jhelton1@ur.com

Branch Location

United Rentals (Branch 72G)

3678 E Liddell Rd

Duluth, GA 30096-4652

Low Interest Financing

Low-interest financing available.

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Cat Class Code: 233-1025

2017 Genie GTH-5519

CES

LOW INTEREST FINANCING

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Actual product may differ from item description and may not be available in your area. Please contact your sales rep for more information.

Specifications

MANUFACTURER & MODEL	GENIE - GTH-5519
YEAR	2017
SERIAL NUMBER	GTH55M-7430
EQUIPMENT ID	10682106
MAX CAPACITY	5500 LBS.

8/9/22, 11:06 AM

Used 2017 Genie GTH-5519 For Sale in Westlake, LA | United Rentals

MAX LIFT HEIGHT	18' 10"
LIFT CAP FULL HEIGHT	4400 LBS.
MAX FORWARD REACH	11' 3"
MAX FORWARD LIFT	1900 LBS.
FRAME LEVELING	N/A
ENGINE DIESEL	74 HP
OUTSIDE TURN RADIUS	11'
OPERATING WEIGHT	10,360 LBS.

\$52,696 USD

Contact for Sales

Henry Dinger III

337-940-9507

hdinger@ur.com

Branch Location

United Rentals (Branch L16)

3301 Cities Service Hwy

Westlake, LA 70669

Low Interest Financing

Low-interest financing available.

Similar Items Nearby

CES

LOW INTEREST FINANCING



Page 7 of 13

<https://www.unitedrentals.com/Sales/equipment/forklifts/reach-forklifts/2017-genie-gth-5519-10682106>

2/3



Cat Class: 233-1025

2017 Genie GTH-5519

Sale Price

\$52,696 USD

Located in

WESTLAKE, LA

Distance

2.35 MI

[Request Information](#)

Your equipment, treated like our own.

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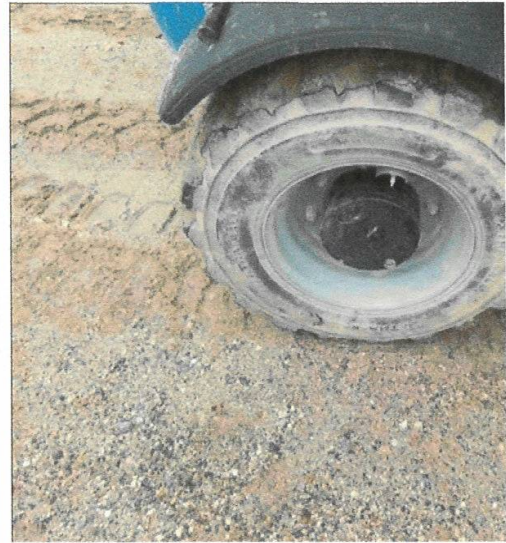
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Cat Class Code: 233-1025

2017 Genie GTH-5519

LOW INTEREST FINANCING

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Actual product may differ from item description and may not be available in your area. Please contact your sales rep for more information.

Specifications

MANUFACTURER & MODEL	GENIE - GTH-5519
YEAR	2017
SERIAL NUMBER	GTH55M-7574
EQUIPMENT ID	10695970
MAX CAPACITY	5500 LBS.

MAX LIFT HEIGHT	18' 10"
LIFT CAP FULL HEIGHT	4400 LBS.
MAX FORWARD REACH	11' 3"
MAX FORWARD LIFT	1900 LBS.
FRAME LEVELING	N/A
ENGINE DIESEL	74 HP
OUTSIDE TURN RADIUS	11'
OPERATING WEIGHT	10,360 LBS.

\$52,696 USD

Contact for Sales

Alisha Johnson

337-940-9511

aroshong@ur.com

Branch Location

United Rentals (Branch M07)

11832 Lake Charles Hwy

Leesville, LA 71446-5802

Low Interest Financing

Low-interest financing available.

Your equipment, treated like our own.

Maintenance, service, repair and parts — when and where you need it.

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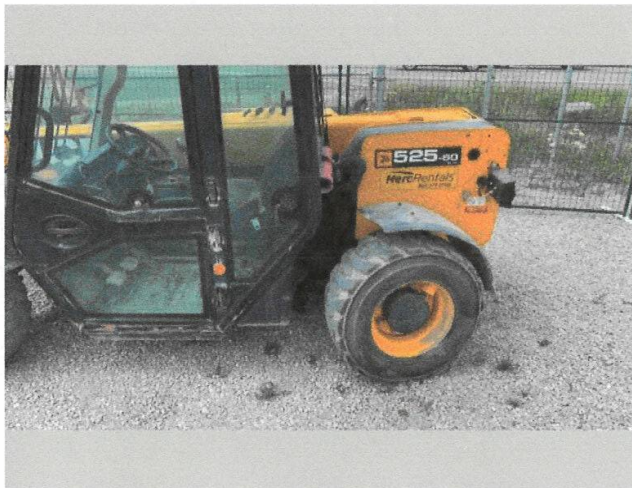
Select Type

[Search Used Equipment](#)[Used Equipment](#) > [Material Handling Equipment](#) > [Telehandlers](#) > [0-6999 Lb Telehandlers](#) > [2015 JCB 525-60 \(Agri\)](#) > 571052014

2015 JCB 525-60 (Agri)

\$70,100 (

BARRIE, ON EQUIPMENT #: 571052014



Contact

Classic
720 BAYVIEW DR
BARRIE, ON L4N 9A6

Branch: 705-431-9696
Hours:
Email: hercsales@hercrentals.com

[Download flyer](#)[Get directions](#)[Finance quote](#)

DETAILS **CONFIGURATION**

REQUEST MORE INFORMATION

First Name: * Last Name: *

Email: * Phone: *

Company Name: * City: *

8/9/22, 11:04 AM

2015 JCB 525-60 (Agri) - 0-6999 Lb Telehandlers - Telehandlers - Material Handling Equipment

State: *

Preferred method of contact

Please select

Please select

Questions/Comments:



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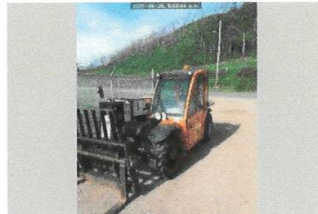
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2006 Lull 644E-42
PHILADELPHIA, PA

\$54,200 USD

Call: 215-749-1290



2015 JLG G5-18A
CAMBRIDGE, ON

\$50,600 CAD

Call: 519-624-7940



2014 Genie GTH-5519
RED DEER, AB

\$59,800 CAD

Call: 403-342-7220

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Affiliations:



Contract Holder



All prices shown are in local currency. All prices and availability are subject to change without notice and are subject to applicable sales tax. Title to all goods listed remain in the seller until the purchase price is fully paid. Equipment is purchased as is, where is, without warranty unless otherwise specified. Engine hours are actual hours as of the date of this posting and are not guaranteed. Equipment pictured may contain attachment accessories not priced in this offer. Contact your Herc Rentals sales professional or the listed branch for details.



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Wes Stewart

DATE: September 6, 2022

SUBJECT: 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

SUMMARY:

The Consolidated Appropriations Act, 2021 (CAA) enacted on December 27, 2020, and the American Rescue Plan Act of 2021 (ARPA) enacted on March 3, 2021, provided funds for the establishment of a new emergency water and wastewater assistance program. This is a temporary program where funds must be spent by September 30, 2023; there is not a permanent authorization for the Low Income Household Water Assistance Program (LIHWAP). LIHWAP provides emergency assistance to low-income households, particularly those with the lowest of incomes that pay a high proportion of their household income for drinking and wastewater services. The funds must be paid to owners or operators of public water systems or treatment works to reduce arrearage of and rates charged to eligible households.

We are requesting to roll over the remaining amount from the FY 2021-2022 to FY 2022-2023.

100097- 464220 \$70,085.23

12- 389501 \$70,085.23

ACTION REQUESTED:

To consider approving a budget amendment for increasing additional programmatic revenues and related expenditures for the Department of Social Services for Fiscal Year 2022-2023



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for
Human Services

September 16, 2021

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, ENERGY MANAGERS AND SUPERVISORS

SUBJECT: Low Income Household Water Assistance Program (LIHWAP)

Priority: Assistance Requested

The Consolidated Appropriations Act, 2021 (CAA) enacted on December 27, 2020, and the American Rescue Plan Act of 2021 (ARPA) enacted on March 3, 2021, provided funds for the establishment of a new emergency water and wastewater assistance program. This is a temporary program where funds must be spent by September 30, 2023; there is not a permanent authorization for the Low Income Household Water Assistance Program (LIHWAP). LIHWAP provides emergency assistance to low-income households, particularly those with the lowest of incomes that pay a high proportion of their household income for drinking and wastewater services. The funds must be paid to owners or operators of public water systems or treatment works to reduce arrearage of and rates charged to eligible households.

There has been a workgroup established with staff from DHHS and the Directors for the local county Division of Social Services (DSS) to develop our state's policies and procedures for LIHWAP. The North Carolina LIHWAP Model Plan was submitted August 9, 2021 and revised based on feedback from our federal partners on September 10, 2021. We are currently awaiting approval on our plan and will be actively engaged in developing policy and training based on that approval.

In the meantime, the group has been working with the UNC School of Government to reach out to the over 500 water and wastewater vendors in North Carolina to ensure they are aware of the program. Last week a webinar was held by the UNC School of Government for water and wastewater vendors. There were approximately 178 people on the webinar, but it is uncertain how many of the attendees were vendors. A recording of that call is included in a link below. During that call, the vendors were asked if they would be willing to provide information about their current status through a link that was provided to them. As of today, we have received information from several vendors, but the reach has not been as great as we hoped.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2409 Mail Service Center, Raleigh, NC 27699-2409

www.ncdhhs.gov • TEL: 919-527-6390 • FAX: 919-733-3052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

We need your help in reaching out to the water and wastewater vendors in your county to obtain information that will assist us in allocating enough funds to cover constituents in your county who are in Priority Group 1 (have already had their services disconnected) or Priority Group 2 (are in danger of having their services disconnected).

Here is what we are asking:

Reach out to the water and wastewater vendors in your county to establish a relationship, share with them the information that follows in this letter, and provide them with the documents that are needed to be completed to get them set up as a vendor and to share data. [Click here](#) to see the list of vendors from the UNC School of Government; please note that the contact information on this list may be out of date.

1. Ask the vendor if they would complete this [Vendor Data Collection Survey Tool](#). If they are unwilling to complete the survey, please consider gathering as much information as you can and completing it on their behalf. I have attached a PDF version in case you want to go over it with them, the tool asks the following questions:
 - a. Vendor contact information (name, phone number, email address)
 - b. The type of vendor (water, wastewater, both)
 - c. The organizations' FEIN number
 - d. What counties they operate in
 - e. If they are under a moratorium and, if they are, when they expect to resume disconnections. It also asks as of September 1, 2021 how many households have been disconnected for failure to pay their bill, and what the total amount owed is on those accounts.
 - f. As of September 1, 2021, how many households are in danger of having their water or wastewater services disconnected before January 1, 2022, and what the total amount owed is for 30 days past due and 60 days past due.
 - g. If their bill includes reconnection fees and any other municipal services (such as trash) and the average cost for both.
 - h. If they are willing to sign a Vendor Service Agreement (attached to this document) and if they are willing to share data through a data sharing agreement (also attached to this document).
2. If the vendor has questions, share this link for them to submit their questions, we are working on a FAQ document that will be posted both on the UNC School of Government website and an upcoming state LIHWAP website.
[LIHWAP Vendor Question Submission Form](#)
3. Until the North Carolina website is available, share with the vendor the link to the federal [LIHWAP](#) website.
4. Share with them the Vendor Service Agreement (attached to this letter) and ask them to complete and return to you. Once you have received the Vendor Service Agreement, take the appropriate steps to approve and then upload the information into NC FAST.

We are planning on doing an "auto" payment for categorically eligible customers who are in priority group 1 or 2, as long as we have the data from the vendors that we can use to match against NC FAST. You can share the Data Sharing Agreement attached to this letter with the vendor and ask them to complete the form and return to you. Attached to this letter is the format that the vendor would use to return the information back to us. Additional information about sharing the data will be sent in the next couple of weeks.

Two webinars have been scheduled next week. The first will be held on Tuesday September 21, 10-11 am. To register:

Please register for Low-Income Household Water Assistance Program (LIHWAP) on Sep 21, 2021 10:00 AM EDT at:

<https://attendee.gotowebinar.com/register/4538019157085487630>

After registering, you will receive a confirmation email containing information about joining the webinar.

The second will be held on Thursday September 23, 3-4 pm. To register:

Please register for Low-Income Household Water Assistance Program (LIHWAP) II on Sep 23, 2021 3:00 PM EDT at:

<https://attendee.gotowebinar.com/register/5257090965558052622>

After registering, you will receive a confirmation email containing information about joining the webinar.

If you have any questions, please send them to the Operational Support Team (OST) at DSS.Policy.Questions@dhhs.nc.gov.

Sincerely,



Carla West

Senior Director for Economic Security

Division of Social Services, Economic and Family Services Section

Attachments:

- Vendor Service Agreement
- Vendor Data Sharing Agreement
- Vendor Data Sharing Format

EFS-75-2021

**Low Income Household Water Assistance Program (LIHWAP)
Water and Wastewater Vendor Agreement
By and Between**

County Department of Social Services/Human Services
and

The undersigned Water Provider agrees to participate in the Low Income Household Water Assistance Program (LIHWAP) for the effective 12- month period beginning on (date) _____ through (date) _____.

The undersigned _____ County Department of Social Services/Human Services (County DSS) will pay to the undersigned Water Provider a portion of the home water or wastewater costs of households eligible to receive such assistance. Payment amounts are determined by individual household needs. Eligible households must have a household income at or below the 150% Federal Poverty level and water services have been disconnected, in jeopardy of disconnection, or have a current bill. Households that receive benefits through the Low Income Home Energy Assistance Program (LIHWAP), Supplemental Nutrition Assistance Program (SNAP), Food and Nutrition Services benefits (FNS) and Temporary Assistance for Needy Families (TANF) will automatically be eligible. The following variables will be used to determine the benefit amount: income, household size, household drinking water burden or household wastewater burden.

The undersigned Water Provider agrees, as conditions of participation in the program, to the following:

1. Follow Low-Income Water Assistance Program (LIHWAP) policies and procedures located in the NC LIHWAP Policy Manual.
2. Provide water and/or wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP; and
3. Restore water services upon payment; and
4. After receiving LIHWAP payment for restoration of water services, maintain services for at least 90 days; and
5. Negotiate for continuation or reconnection of service to households determined eligible for LIHWAP benefits; and
6. Collaborate and do everything possible to ensure the customer has continuous access to home water service; and
7. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process; and
8. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds; and
9. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts; and
10. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers; and
11. To credit the entire LIHWAP payment to a household's account immediately upon receipt of payment from the County DSS, regardless of whether the payment results in a credit on the account; and
12. To provide documentation such as payment confirmation or updated bills of home water and wastewater supplied to certified households under LIHWAP as may be required by the County DSS to verify funds were applied to the correct accounts; and
13. To provide upon request and at no cost to the County DSS or the household, information on an applicant's home water and wastewater costs, bill payment history, or arrearage history for the last 12- month billing period; and
14. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the AGENCY, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2022; and
15. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit; and
16. Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow AGENCY representative access to all books and records relating to LIHWAP households for purposes of compliance verification with the Agreement; and

DSS – xxxx
Economic and Family Services

Distribution:
Original – County File
Copy to Vendor

17. LIHWAP funds shall only be applied to open accounts. If an account is closed, the Water Provider must return all funds to the County DSS. LIHWAP funds cannot be applied to a closed account with remaining balance.

Termination of the Agreement:

1. Termination of this Agreement may occur by either party terminating its duties under this Agreement upon provision of thirty (30) calendar days written notice to the other.
2. This Agreement will terminate immediately should the Water Provider supply false information or attempt to defraud the State, the County DSS, or the eligible household. In such cases, no additional reimbursement will be made to the Water Provider unless and until such matters are resolved and the Water Provider is exonerated of wrongdoing.

Company Name

Print Name of County

Print Name of Water Provider Representative

Print Name of County DSS Director

Signature of Water Provider Representative

Signature of County DSS Director

Date

Date

Print Mailing Address

Print Mailing Address

Print City, State, Zip Code

Print City, State, Zip Code

Telephone Number

Telephone Number

Provider Federal ID Number (FEIN) or SSN

DSS – xxxx
Economic and Family Services

Distribution:
Original – County File
Copy to Vendor

Data Share/Use Agreement
By and Between the North Carolina Department of Health and Human Services,
Division of Social Services and DATA RECIPIENT

I. Background

Low Income Home Water Assistance Program (LIHWAP) is a federal funded program implemented by Administration of Children and Families. LIHWAP provides funds to assist low-income households with water and wastewater bills.

II. Parties and Authority

A. Water and Wastewater Vendors in the state of North Carolina

B. North Carolina Department of Health and Human Services

III. Purpose and Scope

This Data Share/Use Agreement is being entered into by the North Carolina Department of Health and Human Services (NC DHHS), Data Recipient, and Water and Wastewater Vendors for the state of North Carolina, Data Custodian. This agreement memorializes the collaboration between NC DHHS and Water and Wastewater vendors to share data regarding North Carolina households who are currently disconnected or subject to disconnection for failure to pay water and/or wastewater costs. This data will assist NC DHSS and its local agencies with identifying households that may be eligible for LIHWAP by performing a data match with NC DHHS' Energy Program data. Specific data elements will be needed in effort to identify exact data matches:

- *Account Holder's Full Name*
 - *Account Holder's Service Address*
 - *Account Number Associated with Account Holder and Service Address*
 - *Social Security Number, if available*
 - *Date of Birth, if available*
 - *Amount needed to reconnect water and/or wastewater services if applicable to household*
 - *Amount needed to avoid disconnection of water/wastewater services if applicable to household*
 - *Amount needed to avoid disconnection for households with past due water/wastewater bills.*
 - *Any additional fees associated with reconnecting water/wastewater services if applicable to household*
- Current household data should be listed on a spreadsheet and sent to NC DHHS upon request.

IV. Terms and Conditions of Data Access

- 1. RESTRICTIONS ON USE.** All signatory Data Recipients to this DUA agree not to use or further disclose the sensitive data other than as permitted by this DUA, or as otherwise required by law or regulation. Data Recipient shall use appropriate safeguards to protect the PII or sensitive data from misuse or inappropriate disclosure and to prevent any use or disclosure of the PII or sensitive data other than as provided in this DUA or as otherwise required by law or regulation.
- 2. REPORTING.** Data Recipient shall report to Data Custodian any use or disclosure of the sensitive data that is not provided for in this Data Use Agreement (DUA) within three (3) business days from the date it becomes aware of the disclosure. Data Recipient will take reasonable steps to limit any further such use or disclosure. Data Custodian in its sole discretion may require the Data Recipient to:
 - Investigate and respond to Data Custodian regarding any alleged disclosure; promptly resolve any problems identified by the investigation.
 - Submit a corrective action plan with steps designed to prevent any future unauthorized disclosures.
 - Require that all Data Set files be returned or, if infeasible, destroyed immediately.
- 3. DUA Termination Date is one year after DUA effective date.**
 - (a) Term.** The Term of this DUA shall be effective as of the date written in Section E and shall terminate three years after DUA effective date. All sensitive data provided by the Data Custodian to Data Recipient must be destroyed or returned to Data Custodian, or, if it is infeasible to return or destroy data, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (b) Term Extension.** In the event that the Data Recipient requires data for a time period exceeding the term, a formal request for a term extension must be submitted to the "Data Custodian". If a term extension is granted by the "Data Custodian", this DUA must be amended.
 - (c) Termination for Cause.**

Should Data Recipient commit a material breach of this DUA, which is not cured within thirty (30) days after Data Recipient receives notice of such breach from the Data Custodian or resolved in a manner deemed acceptable by the Data Custodian, then the Data Custodian will discontinue disclosure of sensitive information.
 - (d) Effects of Termination.**
 - i. Within ten (10) days upon termination of this DUA, Data Recipient shall return or destroy all data received from Data Custodian. This provision shall apply to data that is in the possession of sub Recipients or agents of Data Recipient. Data Recipient shall retain no copies of the sensitive data.

- ii. In the event that Data Recipient determines that returning or destroying the sensitive data is infeasible, Data Recipient shall provide to Data Custodian notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of sensitive data is infeasible; Data Recipient shall extend the protections of this DUA to such sensitive data and limit further uses and disclosures of such sensitive data to those purposes that make the return or destruction infeasible, for so long as Data Recipient maintains sensitive data.

V. General Terms and Conditions Applicable to DSS and DATA RECIPIENT

A. **PRIVACY AND SECURITY REQUIREMENTS.** Each agency agrees to maintain compliance with the NC Statewide Information Security Manual, located online at <https://it.nc.gov/statewide-information-security-policies>

B. **CONFIDENTIALITY AND DATA SECURITY.**

Confidentiality: The Data Recipient shall protect the confidentiality of all information, data, instruments, documents, studies, or reports given to the Data Recipient under this agreement in accordance with the standards of the DHHS privacy and security policies, applicable local laws, state regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E, Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH). The Data Recipient shall not disclose or make information available to any individual or organization without the prior written consent of the DHHS Division of Social Services except permitted by this contract for performing its obligations. The Data Recipient acknowledges that in receiving, storing, and processing confidential information, it will implement necessary privacy and security measures to safeguard all information.

Data Security: The Data Recipient shall implement internal data security measures, environmental safeguards, firewalls, access controls, and other security methods utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, local laws, and DHHS privacy and security policies. In the event the Data Recipient obtains written consent by DSS to enter into a third-party agreement to whom the Data Recipient provides confidential information, the Data Recipient shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security stringent as those set forth in the contract

Duty to Report: The Data Recipient shall report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security

within twenty-four (24) hours after the incident is first discovered. If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the Data Recipient shall report the incident within one (1) hour after the breach is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Data Recipient was notified, and the identity of affected or potentially affected individual(s). During the performance of this contract, the Data Recipient is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the Data Recipient. In addition, the Data Recipient will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

Cost Borne in the Event of Security Breach: If any applicable federal, state, or local law, regulation, or rule requires NCDHHS or Data Recipient to give affected persons written notice of a security breach arising out performance under this Agreement, the party responsible for the breach shall bear the cost of the notice.

- C. **RELATED PARTIES.** Both parties represent that they are authorized to bind to the terms of this agreement, including confidentiality and destruction or return of data, all related or associated institutions, individuals, employees, or Data Recipients who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from NCDHHS. This Agreement takes effect only upon acceptance by authorized representatives of both agencies, by which that institution agrees to abide by its terms.
- D. **EFFECTIVE DATE:** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect for a period of one year. *DATA RECIPIENT* and DSS may mutually agree to cancel this Agreement at any time in writing. *DATA RECIPIENT* and DSS further understand that either party may cancel this Agreement at any time, upon at least 30 calendar days' notice to the other party. Either party further reserves the right to cancel this Agreement should the cancelling party, in its sole but reasonable discretion, determine that confidential information has been released in a manner inconsistent with this Agreement, or has not been maintained in a secure manner.
- E. **DATA OWNERSHIP:** Both agencies understands that the Agreement does not convey ownership of data to the other party.
- F. **DATA STORAGE:** Any cloud storage or processing of DSS data by *Data Recipient* will require the express written consent of DSS. Any data that is part of this agreement must not be taken or accessed outside the United States.

G. MODIFICATION: This Agreement may be extended or otherwise modified only upon written agreement of the parties.

Entered into this _____ day of _____, 2021.

Accepted on behalf of the North Carolina Department of Health and Human Services, Division of Social Services

By _____

_____ [Printed Name]

_____ [Title]

Accepted on behalf of *DATA CUSTODIAN* _____

By _____

_____ [Printed Name]

_____ [Title]

Vendor Name
 Vendor FEIN Number
 Vendor Contact Information
 As of Date

Service County	Account Holder Name	Account Number	SSN (if available)	Residential or Service Address	Mailing Address
Ex. Sampson	Santa Claus	123456-000-123	123-45-6789	123 Santa Claus Lane	456 Candy Land Drive
Ex. Mecklenburg	Easter Bunny	7891012	112-23-3457	6789 Bunny Trail	P. O. Box 100

City	Zip Code	Water/Wasterwater P rovider Name	Source	Total Amount Due	Account Status
Rudolph	78910	Snow Water Company	Water and Wastewater	\$1,591.11	In Jeopardy of Being Disconnected
Spring	64270	Cadbury Water Authority	Water	\$ 979.00	Disconnected

Disconnection Date	Amount Needed to Alleviate Crisis
10/31/2021	\$ 1,695.11
9/30/2021	\$ 1,250.00



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: Consolidated Appropriations Act (CAA)

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	286,479.00	286,479.00	0.00	0.00	286,479.00	286,479.00
02	ALEXANDER	50,101.00	50,101.00	0.00	0.00	50,101.00	50,101.00
03	ALLEGHANY	21,017.00	21,017.00	0.00	0.00	21,017.00	21,017.00
04	ANSON	69,137.00	69,137.00	0.00	0.00	69,137.00	69,137.00
05	ASHE	47,971.00	47,971.00	0.00	0.00	47,971.00	47,971.00
06	AVERY	26,381.00	26,381.00	0.00	0.00	26,381.00	26,381.00
07	BEAUFORT	107,626.00	107,626.00	0.00	0.00	107,626.00	107,626.00
08	BERTIE	58,711.00	58,711.00	0.00	0.00	58,711.00	58,711.00
09	BLADEN	89,697.00	89,697.00	0.00	0.00	89,697.00	89,697.00
10	BRUNSWICK	177,276.00	177,276.00	0.00	0.00	177,276.00	177,276.00
11	BUNCOMBE	382,181.00	382,181.00	0.00	0.00	382,181.00	382,181.00
12	BURKE	170,261.00	170,261.00	0.00	0.00	170,261.00	170,261.00
13	CABARRUS	226,472.00	226,472.00	0.00	0.00	226,472.00	226,472.00
14	CALDWELL	135,683.00	135,683.00	0.00	0.00	135,683.00	135,683.00
15	CAMDEN	9,691.00	9,691.00	0.00	0.00	9,691.00	9,691.00
16	CARTERET	87,687.00	87,687.00	0.00	0.00	87,687.00	87,687.00
17	CASWELL	48,493.00	48,493.00	0.00	0.00	48,493.00	48,493.00
18	CATAWBA	251,127.00	251,127.00	0.00	0.00	251,127.00	251,127.00
19	CHATHAM	68,759.00	68,759.00	0.00	0.00	68,759.00	68,759.00
20	CHEROKEE	57,820.00	57,820.00	0.00	0.00	57,820.00	57,820.00
21	CHOWAN	33,986.00	33,986.00	0.00	0.00	33,986.00	33,986.00
22	CLAY	19,449.00	19,449.00	0.00	0.00	19,449.00	19,449.00
23	CLEVELAND	242,296.00	242,296.00	0.00	0.00	242,296.00	242,296.00
24	COLUMBUS	144,101.00	144,101.00	0.00	0.00	144,101.00	144,101.00
25	CRAVEN	161,145.00	161,145.00	0.00	0.00	161,145.00	161,145.00
26	CUMBERLAND	762,767.00	762,767.00	0.00	0.00	762,767.00	762,767.00
27	CURRITUCK	25,328.00	25,328.00	0.00	0.00	25,328.00	25,328.00
28	DARE	36,515.00	36,515.00	0.00	0.00	36,515.00	36,515.00
29	DAVIDSON	302,036.00	302,036.00	0.00	0.00	302,036.00	302,036.00
30	DAVIE	54,478.00	54,478.00	0.00	0.00	54,478.00	54,478.00
31	DUPLIN	111,679.00	111,679.00	0.00	0.00	111,679.00	111,679.00
32	DURHAM	489,912.00	489,912.00	0.00	0.00	489,912.00	489,912.00
33	EDGECOMBE	160,371.00	160,371.00	0.00	0.00	160,371.00	160,371.00
34	FORSYTH	659,455.00	659,455.00	0.00	0.00	659,455.00	659,455.00
35	FRANKLIN	100,428.00	100,428.00	0.00	0.00	100,428.00	100,428.00
36	GASTON	373,124.00	373,124.00	0.00	0.00	373,124.00	373,124.00
37	GATES	20,360.00	20,360.00	0.00	0.00	20,360.00	20,360.00
38	GRAHAM	16,661.00	16,661.00	0.00	0.00	16,661.00	16,661.00
39	GRANVILLE	95,366.00	95,366.00	0.00	0.00	95,366.00	95,366.00
40	GREENE	47,103.00	47,103.00	0.00	0.00	47,103.00	47,103.00
41	GUILFORD	1,018,111.00	1,018,111.00	0.00	0.00	1,018,111.00	1,018,111.00
42	HALIFAX	166,344.00	166,344.00	0.00	0.00	166,344.00	166,344.00
43	HARNETT	230,554.00	230,554.00	0.00	0.00	230,554.00	230,554.00
44	HAYWOOD	90,749.00	90,749.00	0.00	0.00	90,749.00	90,749.00
45	HENDERSON	134,564.00	134,564.00	0.00	0.00	134,564.00	134,564.00
46	HERTFORD	68,699.00	68,699.00	0.00	0.00	68,699.00	68,699.00
47	HOKE	111,194.00	111,194.00	0.00	0.00	111,194.00	111,194.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	11,510.00	11,510.00	0.00	0.00	11,510.00	11,510.00
49	IREDELL	163,621.00	163,621.00	0.00	0.00	163,621.00	163,621.00
50	JACKSON	72,197.00	72,197.00	0.00	0.00	72,197.00	72,197.00
51	JOHNSTON	303,052.00	303,052.00	0.00	0.00	303,052.00	303,052.00
52	JONES	23,449.00	23,449.00	0.00	0.00	23,449.00	23,449.00
53	LEE	105,704.00	105,704.00	0.00	0.00	105,704.00	105,704.00
54	LENOIR	162,836.00	162,836.00	0.00	0.00	162,836.00	162,836.00
55	LINCOLN	104,643.00	104,643.00	0.00	0.00	104,643.00	104,643.00
56	MACON	56,936.00	56,936.00	0.00	0.00	56,936.00	56,936.00
57	MADISON	36,424.00	36,424.00	0.00	0.00	36,424.00	36,424.00
58	MARTIN	59,117.00	59,117.00	0.00	0.00	59,117.00	59,117.00
59	MCDOWELL	85,847.00	85,847.00	0.00	0.00	85,847.00	85,847.00
60	MECKLENBURG	1,393,694.00	1,393,694.00	0.00	0.00	1,393,694.00	1,393,694.00
61	MITCHELL	27,381.00	27,381.00	0.00	0.00	27,381.00	27,381.00
62	MONTGOMERY	48,991.00	48,991.00	0.00	0.00	48,991.00	48,991.00
63	MOORE	127,851.00	127,851.00	0.00	0.00	127,851.00	127,851.00
64	NASH	189,439.00	189,439.00	0.00	0.00	189,439.00	189,439.00
65	NEW HANOVER	335,710.00	335,710.00	0.00	0.00	335,710.00	335,710.00
66	NORTHAMPTON	57,975.00	57,975.00	0.00	0.00	57,975.00	57,975.00
67	ONSLow	251,396.00	251,396.00	0.00	0.00	251,396.00	251,396.00
68	ORANGE	175,775.00	175,775.00	0.00	0.00	175,775.00	175,775.00
69	PAMLICO	22,353.00	22,353.00	0.00	0.00	22,353.00	22,353.00
70	PASQUOTANK	79,256.00	79,256.00	0.00	0.00	79,256.00	79,256.00
71	PENDER	83,993.00	83,993.00	0.00	0.00	83,993.00	83,993.00
72	PERQUIMANS	25,645.00	25,645.00	0.00	0.00	25,645.00	25,645.00
73	PERSON	78,165.00	78,165.00	0.00	0.00	78,165.00	78,165.00
74	PITT	391,377.00	391,377.00	0.00	0.00	391,377.00	391,377.00
75	POLK	27,270.00	27,270.00	0.00	0.00	27,270.00	27,270.00
76	RANDOLPH	241,970.00	241,970.00	0.00	0.00	241,970.00	241,970.00
77	RICHMOND	151,560.00	151,560.00	0.00	0.00	151,560.00	151,560.00
78	ROBESON	480,654.00	480,654.00	0.00	0.00	480,654.00	480,654.00
79	ROCKINGHAM	196,806.00	196,806.00	0.00	0.00	196,806.00	196,806.00
80	ROWAN	239,271.00	239,271.00	0.00	0.00	239,271.00	239,271.00
81	RUTHERFORD	144,169.00	144,169.00	0.00	0.00	144,169.00	144,169.00
82	SAMPSON	133,882.00	133,882.00	0.00	0.00	133,882.00	133,882.00
83	SCOTLAND	117,566.00	117,566.00	0.00	0.00	117,566.00	117,566.00
84	STANLY	87,629.00	87,629.00	0.00	0.00	87,629.00	87,629.00
85	STOKES	68,850.00	68,850.00	0.00	0.00	68,850.00	68,850.00
86	SURRY	141,248.00	141,248.00	0.00	0.00	141,248.00	141,248.00
87	SWAIN	25,020.00	25,020.00	0.00	0.00	25,020.00	25,020.00
88	TRANSYLVANIA	49,000.00	49,000.00	0.00	0.00	49,000.00	49,000.00
89	TYRRELL	10,174.00	10,174.00	0.00	0.00	10,174.00	10,174.00
90	UNION	209,245.00	209,245.00	0.00	0.00	209,245.00	209,245.00
91	VANCE	128,442.00	128,442.00	0.00	0.00	128,442.00	128,442.00
92	WAKE	956,382.00	956,382.00	0.00	0.00	956,382.00	956,382.00
93	WARREN	52,423.00	52,423.00	0.00	0.00	52,423.00	52,423.00
94	WASHINGTON	34,270.00	34,270.00	0.00	0.00	34,270.00	34,270.00
95	WATAUGA	81,799.00	81,799.00	0.00	0.00	81,799.00	81,799.00
96	WAYNE	273,281.00	273,281.00	0.00	0.00	273,281.00	273,281.00
97	WILKES	130,068.00	130,068.00	0.00	0.00	130,068.00	130,068.00
98	WILSON	203,026.00	203,026.00	0.00	0.00	203,026.00	203,026.00
99	YADKIN	57,149.00	57,149.00	0.00	0.00	57,149.00	57,149.00
100	YANCEY	33,692.00	33,692.00	0.00	0.00	33,692.00	33,692.00
	Total	\$ 16,798,528.00	\$ 16,798,528.00	\$ -	\$ -	\$ 16,798,528.00	\$ 16,798,528.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCLWC5
Award Date: FFY 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHWAP CAA
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

November 23, 2021

Pender County Budget Ordinance Amendment

Page 24 of 25

Date

Tuesday, August 16, 2022

Board Meeting Date (If Applicable)

Friday, September 2, 2022

Fiscal Year

FY 2022-2023

Fund

12 - DSS

Department

100097 - LOW INCOME ENERGY ASST PROG

Division, Program, Project, etc.

LOW INCOME UTILITY ASST PROG

Purpose of Request
The Consolidated Appropriations Act, 2021 (CAA) enacted on December 27, 2020, and the American Rescue Plan Act of 2021 (ARPA) enacted on March 3, 2021, provided funds for the establishment of a new emergency water and wastewater assistance program. This is a temporary program where funds must be spent by September 30, 2023; there is not a permanent authorization for the Low Income Household Water Assistance Program (LIHWAP). LIHWAP provides emergency assistance to low-income households, particularly those with the lowest of incomes that pay a high proportion of their household income for drinking and wastewater services. The funds must be paid to owners or operators of public water systems or treatment works to reduce arrearage of and rates charged to eligible households.

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12	389501	70085.23
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100097	464220	70085.23
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
			1

	Account # (ORG-OBJECT)	Account Description	Amount
12			
13			

Total Revenues
70085.23

Total Expenditures
70085.23

Budget Amendment Balances when Zero.
0

Prepared By:
Savannah Hubach

Email
shubach@pendercountync.gov



Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: September 6, 2022

SUBJECT: Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: \$141,970

SUMMARY:

The Women's and Children's Health Section and Immunization Branch has allocated \$141,970 in supplemental funding to assist in expanding the local health department's (LHD) COVID-19 program. The funding will help reach high-risk and underserved populations to increase community vaccine coverage. The LHD is to continue activities that focus on vaccinating as many people as possible and reducing the spread of the SARS-CoV-2 virus and its variants.

ACTION REQUESTED:

To approve a budget amendment increasing programmatic revenues and related expenses for the Health Department in the amount of \$141,970.

Division of Public Health

Agreement Addendum

FY 22-23

Page 1 of 8

Pender County Health Department
Local Health Department Legal Name

716 CDC COVID-19 Vaccination Program
Activity Number and Description

06/01/2022 – 05/31/2023
Service Period

07/01/2022 – 06/30/2023
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

Women's and Children's Health Section /
Immunization Branch
DPH Section / Branch Name

Wendy Holmes, 919-707-5551
wendy.holmes@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

DPH Program Signature **Date**
(only required for a negotiable Agreement Addendum)

I. **Background:**

As part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (P.L. 116-260) and the American Rescue Plan Act of 2021 (P.L. 117-2), North Carolina received supplemental funding to assist the local health departments with coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. Specifically, this supplement funding will be used to ensure greater equity and access to the COVID-19 vaccine by those disproportionately affected by COVID-19.

Local health departments are to focus on the work of removing barriers and expanding their COVID-19 vaccination programs. The maintenance of on-site, satellite, temporary or off-site COVID-19 vaccination clinics must adhere to cold-chain procedures in accordance with the vaccine manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. Priority must be given to activities focused on the hard-to-reach, high-risk, underserved populations and increasing vaccine confidence to increase community vaccine coverage. Vaccine hesitancy is a complex matter that involves various factors, such as confidence, complacency, and convenience.

II. **Purpose:**

The Local Health Department (LHD) is to continue activities that focus on removing the barriers to accessing vaccine, increasing vaccine confidence, coordinating COVID-19 vaccine services, and expanding its COVID-19 vaccination program, with an emphasis on reaching high-risk and underserved populations, including racial and ethnic minorities, and all others disproportionately affected by COVID-19.

Health Director Signature (use blue ink or verifiable digital signature)

Date

LHD to complete:
[For DPH to contact in case
follow-up information is needed.]

LHD program contact name: _____

Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

Template rev. August 2021

To reduce the spread of the SARS-CoV-2 virus and its variants, and bring an end to this pandemic, we need to vaccinate as many people as possible, as soon as possible. Planning and response require close collaboration among public and private sector partners, public health emergency response and emergency management, healthcare organizations, and healthcare industry groups within the community. A key component is community sustainability so that the LHD is prepared for a possible COVID-19 booster vaccination program and is prepared to implement influenza vaccination both seasonally and as part of pandemic preparedness.

III. Scope of Work and Deliverables:

The LHD shall:

1. Vaccinate eligible populations in accordance with all requirements and the most current official CDC/HHS recommendations for COVID-19 Vaccines as published as in the Morbidity and Mortality Weekly Report (MMWR) and comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 Vaccine.
2. Ensure designated healthcare professionals receive the training needed to ensure COVID-19 vaccines are stored, handled, prepared, and administered correctly. Training must be ongoing as new COVID-19 vaccines become available and as recommendations evolve when we learn more about the vaccines and how to improve the vaccination process. Those requirements include:
 - a. COVID-19 vaccine management
 - b. Storage and handling procedures
 - c. Vaccine preparation and administration
 - d. Documentation and record keeping
 - e. Proper procedures for facilitating vaccine transfers between providers, and
 - f. Reporting requirements as required by NC DHHS/DPH and the CDC.
3. Identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, and other physician offices) to combine efforts and implement strategies to vaccinate all eligible populations with a focus on providing vaccines to eligible children and adolescents under 18 years of age and on providing COVID-19 boosters. Efforts and strategies are to include family-friendly events, school-based vaccination, and ensure equitable access.
4. Conduct vaccination clinics that are open to the public. These clinics may be provisionally located at walk-through sites (churches, community centers, outdoor tents) or other settings such as mobile, curbside, or drive-through sites.
5. Ensure safe implementation of on-site, satellite, temporary, off-site, or other alternative vaccination clinics. Follow CDC guidance for planning vaccination clinics that includes clinical considerations such as social distancing, responding to medical emergencies, vaccine storage, handling, administration, and documentation (<https://www.cdc.gov/vaccines/hcp/admin/mass-clinic-activities/index.html>). Large-scale clinics, such as those held in arenas or stadiums require added logistical and technical considerations. Partners may need to be engaged to accomplish aspects of the local plan, such as National Guard, local law enforcement, local emergency management, local hospitals, and pharmacies.
6. Adjust clinic plans to accommodate a variety of scenarios due to vaccine hesitancy and no-show rates. Vaccine hesitancy includes many factors such as a lack of vaccine confidence, complacency

about the virus, and the inconvenience of obtaining a vaccine. Focus activities to establish and build trust among hard-to-reach, high-risk, and underserved populations.

7. Educate the public and community at large on the benefits of receiving the COVID-19 vaccine and disseminate standardized information to the public and providers within the LHD's county or district. Foster trust in conversations with the public to address specific topics on vaccine hesitancy. Enhance existing community partnerships to assist in vaccination promotion. These partnerships may include a variety of community and faith-based organizations to reach hesitant at-risk populations, such as churches, barber shops, community health centers, refugee serving organizations, homeless shelters, jails/prisons, factories such as meat processing plants, other essential businesses, and migrant farms.
8. Estimate the resources needed to support COVID-19 vaccine administration and outreach activities and hire or reassign staff additional personnel to support these functions.
9. Procure supplies for the vaccination clinics, as needed. Examples of supplies to obtain include those items necessary to protect both staff and patients from COVID-19, such as:
 - a. Hand sanitizer with at least 60% alcohol for hand hygiene
 - b. Clinic sanitizing wipes and cleaning tools to allow for frequent cleaning of the clinic area
 - c. Mask/face coverings for patients who do not have a mask
 - d. Signage, tape, ropes, and cones for clinic workflow to encourage physical distancing and efficient one-way flow through the vaccination process
 - e. Thermometers for checking each patient's temperature before entering the clinic
10. Store vaccine in proper vaccine storage equipment (e.g., refrigerators, freezers, portable storage units), and use CDC-approved digital data loggers for temperature monitoring of vaccine storage and handling units used for COVID-19 vaccine.
11. Follow relevant CDC vaccine transport requirements to prepare COVID-19 vaccines for transport from the LHD to off-site clinics. COVID-19 vaccine products are temperature-sensitive and must be stored and handled correctly to ensure efficacy and maximize shelf life. Proper storage and handling practices are critical to minimize vaccine loss and limit the risk of administering COVID-19 vaccine with reduced effectiveness.
12. Follow CDC's and COVID-19 vaccine manufacturer's cold chain storage and handling requirements.
13. Complete Attachments A and B with the signed Agreement Addendum:
 - a. Attachment A
Budget Statement for the FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds. It should list the expected expenses by category, including the dollar amount and a brief justification. This Budget Statement is not required if the LHD is not receiving funds under this Agreement Addendum.
 - b. Attachment B
Services Statement for the FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds. It should:
 1. Explain, in detail, how this funding will be used to develop and implement local solutions to plan and implement on-site, satellite, temporary, or off-site vaccination COVID-19

vaccination clinics. If the LHD is not receiving funds under this Agreement Addendum, the LHD shall write “No funds received under this Agreement Addendum” for its response to Attachment B’s item 1.

2. Include information on how the LHD implements its COVID-19 immunization services within the community.
3. State how the COVID-19 vaccination services are adapted both to include those populations at an increased risk of complications from COVID-19. Examples include:
 - a. Mobile vaccine clinics that travel to hard-to-reach communities and alternative locations to provide vaccines
 - b. Drive-through or curbside vaccination clinics
 - c. Pop-up clinics at various community settings, such as COVID-19 testing sites, school nutrition sites, construction sites, migrant farm worksites, processing plants, churches, parking lots
 - d. Immunization clinics to reach jails, homeless shelters, or other community organizations.
4. Include a description of enhanced outreach activities for the hard-to-reach, high-risk, underserved populations, increasing vaccine confidence and how community partners are to be included in the outreach.

IV. **Performance Measures / Reporting Requirements:**

1. Performance Measures

- a. Report vaccine administration data on all vaccine recipients via the CVMS or other designated reporting mechanism as directed by the CDC COVID-19 Vaccination Program Agreement.
- b. Track and report COVID-19 vaccine transfers and vaccine wastage/spoilage occurrences according to the NC DHHS/DPH guidelines.
- c. Ensure designated staff receive training on COVID-19 vaccine administration, management, inventory, and reporting requirements as required by CDC and NC DHHS/DPH.

2. Reporting Requirements

Complete the following reports via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.

- a. **Monthly Financial Reports:** These monthly financial reports will report on the prior month. The first financial report is for June 2022 and is due by July 22, 2022. Monthly Financial Reports are not required if the LHD is not receiving funds under this Agreement Addendum.
- b. **Quarterly Program Reports:** These quarterly program reports will report on the prior quarter. The first program report is to report for April–June 2022 and is due by August 1, 2022. The quarterly periods for these program reports are defined as:

April - June 2022*

**April-June 2022 data are from services provided under the Agreement Addendum for state fiscal year 2022.*

July - September 2022

October - December 2022

January - March 2023

V. Performance Monitoring and Quality Assurance:

1. The Immunization Branch will monitor this Activity through review of reports, vaccine immunization data, and reporting data in CVMS or other designated reporting mechanism. Technical consultation to support LHDs in meeting these objectives will be provided as needed.
2. The Immunization Branch will monitor the LHD via either an in-person visit or a virtual visit.
3. If a CAP is needed, the LHD program monitor shall make every effort to work with the LHD on strategies to resolve issues and follow corrective action plans. If the plans are not followed and the LHD remains out of compliance after intervention and resources from DPH, the Agreement Addendum may be terminated, or funding may be reduced.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The LHD must submit its planned expenditures by completing the Attachment A, Budget Statement, which is to include the dollar amount and a budget justification statement for each budget category. This Budget Statement is **not** required if the LHD is not receiving funds under this Agreement Addendum.
3. It is typically CDC's policy that the use of appropriated funds, including gift funds to purchase promotional items, is prohibited unless it is an absolute necessity to support the Local Health Department's COVID mission. Such prohibited promotional items include but are not limited to plaques, clothing, and commemorative items such as pens, mugs, cups, folders, folios, lanyards, and conference bags. In general, such items or tokens to be given to individuals are considered personal gifts for which appropriated funds may not be expended even when these items contain educational or promotional information.
4. Requests for exceptions to this policy must be submitted in writing to the Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.
5. These funds may be used for the printing of immunization educational materials. However, these materials may not be printed on a gift item, as described in Paragraph 2 above without prior CDC authorization. Requests for exceptions to this requirement must be submitted in writing to the Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.

6. Costs associated with food and meals are NOT permitted.
7. Attachment A provides a table containing a detailed, item-by-item list of allowable uses of federal Immunization Program funds per funding category (RCC and FRC funding codes). Expenses (listed in the table's left-most column) which are allowable are so indicated by the presence of an "X" in the corresponding funding category columns. (Blank cells indicate expenditures which are NOT allowed in that funding category.)
8. The table in Attachment B "FY 2022-2023 Planned Use of Federal Immunization Program Funds" is to be completed by itemizing the anticipated budgetary expenditures by category for this service period and is to be returned with this signed Agreement Addendum.

Attachment A**Budget Statement — FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds**

Provide this Budget Statement to assist with preparing anticipated expenditures for reporting that follow federal grants policies and CDC award requirements based on allowable expenditures. Return this completed Attachment A with the signed Agreement Addendum. This Budget Statement is **not** required if the LHD is not receiving funds under this Agreement Addendum.

Instructions: Include list of expected expenses related to enhance COVID-19 vaccination coverage activities, including the dollar amount and a brief justification.

Object Class Category / Expenses Funding Codes		
COVID-19 Vaccination Program: 1331-629B -4Q	Amount	Budget Item Justification Statement
Personnel (Salary / Wages)		
Fringe		
Travel		
Equipment		
Supplies		
Other / Miscellaneous		

Services Statement — FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds

1. Explain, in detail, how this funding will be used to develop and implement local solutions to plan and implement on-site, satellite, temporary, or off-site vaccination COVID-19 vaccination clinics.
2. Include information on how the LHD implements its COVID-19 immunization services within the community.
3. State how the COVID-19 vaccination services are adapted both to include those populations at an increased risk of complications from COVID-19. Examples include:
 - a. Mobile vaccine clinics that travel to hard-to-reach communities and alternative locations to provide vaccines.
 - b. Drive-through or curbside vaccination clinics
 - c. Pop-up clinics at various community settings, such as COVID-19 testing sites, school nutrition sites, construction sites, migrant farm worksites, processing plants, churches, parking lots
 - d. Immunization clinics to reach jails, homeless shelters, or other community organizations.
4. Include a description of enhanced outreach activities for the hard-to-reach, high-risk, underserved populations, increasing vaccine confidence and how community partners are to be included in the outreach.

1. Explain, in detail, how this funding will be used to develop and implement local solutions to plan and implement on-site, satellite, temporary, or off-site vaccination COVID-19 vaccination clinics.
2. Include information on how the LHD implements its COVID-19 immunization services within the community.
3. State how the COVID-19 vaccination services are adapted both to include those populations at an increased risk of complications from COVID-19. Examples include:
 - a. Mobile vaccine clinics that travel to hard-to-reach communities and alternative locations to provide vaccines.
 - b. Drive-through or curbside vaccination clinics
 - c. Pop-up clinics at various community settings, such as COVID-19 testing sites, school nutrition sites, construction sites, migrant farm worksites, processing plants, churches, parking lots
 - d. Immunization clinics to reach jails, homeless shelters, or other community organizations.
4. Include a description of enhanced outreach activities for the hard-to-reach, high-risk, underserved populations, increasing vaccine confidence and how community partners are to be included in the outreach.

Activity 716	AA	1331 629B 4Q	Total Allocated	1331 6315 LD	Total Allocated	1331 6315 LD	Total Allocated	1331 639B P7	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31		06/01-05/31		07/01-05/31		06/01-05/31			
Payment Period		07/01-06/30		07/01-06/30		08/01-06/30		07/01-06/30			
01 Alamance	*	0	\$0.00	93,377	\$0.00	0	\$0.00	0	\$0.00	93,377	93,377
D1 Albemarle	*	0	\$0.00	988,618	\$0.00	0	\$0.00	0	\$0.00	988,618	988,618
02 Alexander	*	0	\$0.00	43,099	\$0.00	0	\$0.00	0	\$0.00	43,099	43,099
04 Anson	*	0	\$0.00	50,225	\$0.00	0	\$0.00	0	\$0.00	50,225	50,225
D2 Appalachian	*	0	\$0.00	145,512	\$0.00	0	\$0.00	0	\$0.00	145,512	145,512
07 Beaufort	*	0	\$0.00	188,996	\$0.00	0	\$0.00	0	\$0.00	188,996	188,996
09 Bladen	*	0	\$0.00	215,977	\$0.00	0	\$0.00	0	\$0.00	215,977	215,977
10 Brunswick	*	0	\$0.00	104,944	\$0.00	0	\$0.00	0	\$0.00	104,944	104,944
11 Buncombe	*	0	\$0.00	388,445	\$0.00	0	\$0.00	0	\$0.00	388,445	388,445
12 Burke	*	0	\$0.00	273,215	\$0.00	0	\$0.00	0	\$0.00	273,215	273,215
13 Cabarrus	*	0	\$0.00	349,073	\$0.00	0	\$0.00	0	\$0.00	349,073	349,073
14 Caldwell	*	0	\$0.00	101,411	\$0.00	0	\$0.00	0	\$0.00	101,411	101,411
16 Carteret	*	0	\$0.00	125,182	\$0.00	0	\$0.00	0	\$0.00	125,182	125,182
17 Caswell	*	0	\$0.00	169,179	\$0.00	0	\$0.00	0	\$0.00	169,179	169,179
18 Catawba	*	0	\$0.00	221,196	\$0.00	0	\$0.00	0	\$0.00	221,196	221,196
19 Chatham	*	0	\$0.00	119,512	\$0.00	0	\$0.00	0	\$0.00	119,512	119,512
20 Cherokee	*	0	\$0.00	41,516	\$0.00	0	\$0.00	0	\$0.00	41,516	41,516
22 Clay	*	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
23 Cleveland	*	0	\$0.00	233,960	\$0.00	0	\$0.00	0	\$0.00	233,960	233,960
24 Columbus	*	0	\$0.00	223,180	\$0.00	0	\$0.00	0	\$0.00	223,180	223,180
25 Craven	*	0	\$0.00	273,695	\$0.00	0	\$0.00	0	\$0.00	273,695	273,695
26 Cumberland	*	0	\$0.00	320,012	\$0.00	0	\$0.00	0	\$0.00	320,012	320,012
28 Dare	*	0	\$0.00	34,229	\$0.00	0	\$0.00	0	\$0.00	34,229	34,229
29 Davidson	*	0	\$0.00	271,627	\$0.00	0	\$0.00	0	\$0.00	271,627	271,627
30 Davie	*	0	\$0.00	112,374	\$0.00	0	\$0.00	0	\$0.00	112,374	112,374
31 Duplin	*	0	\$0.00	299,150	\$0.00	0	\$0.00	0	\$0.00	299,150	299,150
32 Durham	*	0	\$0.00	514,327	\$0.00	0	\$0.00	0	\$0.00	514,327	514,327
33 Edgecombe	*	0	\$0.00	265,704	\$0.00	0	\$0.00	0	\$0.00	265,704	265,704
D7 Foothills	*	0	\$0.00	179,037	\$0.00	0	\$0.00	0	\$0.00	179,037	179,037
34 Forsyth	*	0	\$0.00	580,856	\$0.00	0	\$0.00	0	\$0.00	580,856	580,856
35 Franklin	*	0	\$0.00	185,126	\$0.00	0	\$0.00	0	\$0.00	185,126	185,126
36 Gaston	*	0	\$0.00	366,128	\$0.00	0	\$0.00	0	\$0.00	366,128	366,128
38 Graham	*	0	\$0.00	13,195	\$0.00	0	\$0.00	0	\$0.00	13,195	13,195
D3 Gran-Vance	*	0	\$0.00	302,932	\$0.00	0	\$0.00	0	\$0.00	302,932	302,932
40 Greene	*	0	\$0.00	261,741	\$0.00	0	\$0.00	0	\$0.00	261,741	261,741
41 Guilford	*	0	\$0.00	654,318	\$0.00	0	\$0.00	0	\$0.00	654,318	654,318
42 Halifax	*	0	\$0.00	38,383	\$0.00	0	\$0.00	0	\$0.00	38,383	38,383
43 Harnett	*	0	\$0.00	299,331	\$0.00	0	\$0.00	0	\$0.00	299,331	299,331
44 Haywood	*	0	\$0.00	75,735	\$0.00	0	\$0.00	0	\$0.00	75,735	75,735
45 Henderson	*	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
47 Hoke	*	0	\$0.00	201,751	\$0.00	0	\$0.00	0	\$0.00	201,751	201,751
48 Hyde	*	0	\$0.00	166,168	\$0.00	0	\$0.00	0	\$0.00	166,168	166,168
49 Iredell	*	0	\$0.00	225,221	\$0.00	0	\$0.00	0	\$0.00	225,221	225,221
50 Jackson	*	0	\$0.00	143,402	\$0.00	0	\$0.00	0	\$0.00	143,402	143,402
51 Johnston	*	0	\$0.00	99,741	\$0.00	0	\$0.00	0	\$0.00	99,741	99,741
52 Jones	*	0	\$0.00	152,053	\$0.00	0	\$0.00	0	\$0.00	152,053	152,053
53 Lee	*	0	\$0.00	190,978	\$0.00	0	\$0.00	0	\$0.00	190,978	190,978
54 Lenoir	*	0	\$0.00	290,930	\$0.00	0	\$0.00	0	\$0.00	290,930	290,930
55 Lincoln	*	0	\$0.00	139,729	\$0.00	0	\$0.00	0	\$0.00	139,729	139,729
56 Macon	*	0	\$0.00	36,131	\$0.00	0	\$0.00	0	\$0.00	36,131	36,131
57 Madison	*	0	\$0.00	75,757	\$0.00	0	\$0.00	0	\$0.00	75,757	75,757

D4 M-T-W	* 0	0	\$0.00	293,387	\$0.00	0	\$0.00	0	\$0.00	293,387	293,387
60 Mecklenburg	* 0	0	\$0.00	1,433,634	\$0.00	0	\$0.00	0	\$0.00	1,433,634	1,433,634
62 Montgomery	* 0	0	\$0.00	202,624	\$0.00	0	\$0.00	0	\$0.00	202,624	202,624
63 Moore	* 0	0	\$0.00	62,062	\$0.00	0	\$0.00	0	\$0.00	62,062	62,062
64 Nash	* 0	0	\$0.00	250,617	\$0.00	0	\$0.00	0	\$0.00	250,617	250,617
65 New Hanover	* 0	0	\$0.00	244,168	\$0.00	0	\$0.00	0	\$0.00	244,168	244,168
66 Northampton	* 0	0	\$0.00	170,894	\$0.00	0	\$0.00	0	\$0.00	170,894	170,894
67 Onslow	* 0	0	\$0.00	312,685	\$0.00	0	\$0.00	0	\$0.00	312,685	312,685
68 Orange	* 0	0	\$0.00	42,308	\$0.00	0	\$0.00	0	\$0.00	42,308	42,308
69 Pamlico	* 0	0	\$0.00	30,044	\$0.00	0	\$0.00	0	\$0.00	30,044	30,044
71 Pender	* 0	0	\$0.00	141,970	\$0.00	0	\$0.00	0	\$0.00	141,970	141,970
73 Person	* 0	0	\$0.00	96,959	\$0.00	0	\$0.00	0	\$0.00	96,959	96,959
74 Pitt	* 0	0	\$0.00	352,244	\$0.00	0	\$0.00	0	\$0.00	352,244	352,244
75 Polk	* 0	0	\$0.00	67,091	\$0.00	0	\$0.00	0	\$0.00	67,091	67,091
76 Randolph	* 0	0	\$0.00	248,645	\$0.00	0	\$0.00	0	\$0.00	248,645	248,645
77 Richmond	* 0	0	\$0.00	275,413	\$0.00	0	\$0.00	0	\$0.00	275,413	275,413
78 Robeson	* 0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
79 Rockingham	* 0	0	\$0.00	204,379	\$0.00	0	\$0.00	0	\$0.00	204,379	204,379
80 Rowan	* 0	0	\$0.00	307,539	\$0.00	0	\$0.00	0	\$0.00	307,539	307,539
82 Sampson	* 0	0	\$0.00	186,469	\$0.00	0	\$0.00	0	\$0.00	186,469	186,469
83 Scotland	* 0	0	\$0.00	225,588	\$0.00	0	\$0.00	0	\$0.00	225,588	225,588
84 Stanly	* 0	0	\$0.00	108,296	\$0.00	0	\$0.00	0	\$0.00	108,296	108,296
85 Stokes	* 0	0	\$0.00	81,062	\$0.00	0	\$0.00	0	\$0.00	81,062	81,062
86 Surry	* 0	0	\$0.00	127,870	\$0.00	0	\$0.00	0	\$0.00	127,870	127,870
87 Swain	* 0	0	\$0.00	26,975	\$0.00	0	\$0.00	0	\$0.00	26,975	26,975
D6 Toe River	* 0	0	\$0.00	91,183	\$0.00	0	\$0.00	0	\$0.00	91,183	91,183
88 Transylvania	* 0	0	\$0.00	55,594	\$0.00	0	\$0.00	0	\$0.00	55,594	55,594
90 Union	* 0	0	\$0.00	335,968	\$0.00	0	\$0.00	0	\$0.00	335,968	335,968
92 Wake	* 0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
93 Warren	* 0	0	\$0.00	142,679	\$0.00	0	\$0.00	0	\$0.00	142,679	142,679
96 Wayne	* 0	0	\$0.00	283,414	\$0.00	0	\$0.00	0	\$0.00	283,414	283,414
97 Wilkes	* 0	0	\$0.00	133,102	\$0.00	0	\$0.00	0	\$0.00	133,102	133,102
98 Wilson	* 0	0	\$0.00	249,035	\$0.00	0	\$0.00	0	\$0.00	249,035	249,035
99 Yadkin	* 0	0	\$0.00	119,721	\$0.00	0	\$0.00	0	\$0.00	119,721	119,721
00 Yancey	* 0	0	\$0.00	0	\$0.00	44,911	\$0.00	0	\$0.00	44,911	44,911
Totals		0	0	17,749,997	0	44,911	0	0	0	17,794,908	17,794,908

Sign and Date - DPH Program Administrator

Haley Shigas

08/05/2022

Sign and Date - DPH Section Chief

Mac Kemer for Zack Moore

08/05/22

Sign and Date - DPH Budget Office - ATC Coordinator

Sarah Muffin

8/5/22

Sign and Date - DPH Budget Officer

S. Muffin

8/5/2022

FY23 - FAS
federal award
supplement

Activity Nbr + Name: **716**

CDC COVID-19 Vaccination Program

FAS Number + Reason: **1**

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name: **93.269**

CDC COVID-19 Vaccination Program

Is award R&D?: **no**

FAIN: **NH23IP922624**

IDC rate: n/a

Fed awd total amt: \$ **17,794,907**

Fed award project description: Program is to support efforts to plan, develop, and maintain COVID-19 vaccination efforts.

Fed awd date + awarding agency: 07-01-22 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	MBM7W225N3W8	\$ 93,377	\$ 93,377	Jackson	X7YWWY6ZP574	\$ 143,402	\$ 143,402
Albemarle	WAAVS51PNMK3	\$ 988,618	\$ 988,618	Johnston	SYGAGEFDHYR7	\$ 99,741	\$ 99,741
Alexander	XVEEJSNY7UX9	\$ 43,099	\$ 43,099	Jones	HE3NNNUE27M7	\$ 152,051	\$ 152,051
Anson	PK8UYTSNJCC3	\$ 50,225	\$ 50,225	Lee	F6A8UC99JWJ5	\$ 190,978	\$ 190,978
Appalachian	CD7BFHB8W539	\$ 145,512	\$ 145,512	Lenoir	QKUFL37VPGH6	\$ 290,930	\$ 290,930
Beaufort	RN1SXF4LXN6	\$ 188,996	\$ 188,996	Lincoln	UGGQGSCKBGJ5	\$ 139,729	\$ 139,729
Bladen	TLCTJWDJH1H9	\$ 215,977	\$ 215,977	Macon	LLPJBC6N2LL3	\$ 36,131	\$ 36,131
Brunswick	MJBMLN9NJT5	\$ 104,944	\$ 104,944	Madison	YQ96F8BJYTJ9	\$ 75,757	\$ 75,757
Buncombe	W5TCDKMLHE69	\$ 388,445	\$ 388,445	MTW	ZKK5GNRNB8Y6	\$ 293,387	\$ 293,387
Burke	G855APCNL591	\$ 273,215	\$ 273,215	Mecklenburg	EZ15XL6BMM68	\$ 1,433,634	\$ 1,433,634
Cabarrus	RDXNEJKJFU7	\$ 349,073	\$ 349,073	Montgomery	E78ZAJM3BFL3	\$ 202,624	\$ 202,624
Caldwell	HL4FGNJNGE97	\$ 101,411	\$ 101,411	Moore	HFNSK95FS7Z8	\$ 62,062	\$ 62,062
Carteret	UC6WJ2MQMJS8	\$ 125,182	\$ 125,182	Nash	NF58K566HQM7	\$ 250,617	\$ 250,617
Caswell	JDJ7Y7CGYC86	\$ 169,179	\$ 169,179	New Hanover	F7TLT2GMEJE1	\$ 244,168	\$ 244,168
Catawba	GYUNA9W1NFM1	\$ 221,196	\$ 221,196	Northampton	CRA2KCAL8BA4	\$ 170,894	\$ 170,894
Chatham	KE57QE2GV5F1	\$ 119,512	\$ 119,512	Onslow	EGE7NBXW5JS6	\$ 312,686	\$ 312,686
Cherokee	DCEGK6HA11M5	\$ 41,516	\$ 41,516	Orange	GFFMCW9XDA53	\$ 42,308	\$ 42,308
Clay	HYKLVQVNLXK7	\$ -	\$ -	Pamlico	FT59QFEAU344	\$ 30,044	\$ 30,044
Cleveland	UWMUYMPVL483	\$ 233,960	\$ 233,960	Pender	T11BE678U9P5	\$ 141,970	\$ 141,970
Columbus	V1UAJ4L87WQ7	\$ 223,180	\$ 223,180	Person	FQ8LFJGMAJB4	\$ 96,959	\$ 96,959
Craven	LTZ2U8LZQ214	\$ 273,695	\$ 273,695	Pitt	VZNPMLFT5R6	\$ 352,244	\$ 352,244
Cumberland	HALND8WJ3GW4	\$ 320,012	\$ 320,012	Polk	QZ6BZPGLX4Y9	\$ 67,091	\$ 67,091
Dare	ELV6JGB11QK6	\$ 34,229	\$ 34,229	Randolph	T3BUM1CVS9N5	\$ 248,645	\$ 248,645
Davidson	C9P5MDJC7KY7	\$ 271,627	\$ 271,627	Richmond	Q63FZNTJM3M4	\$ 275,413	\$ 275,413
Davie	L8WBGLHZV239	\$ 112,374	\$ 112,374	Robeson	LKBEJQFLAAK5	\$ -	\$ -
Duplin	KZN4GK5262K3	\$ 299,150	\$ 299,150	Rockingham	KGCCCHJZZ43	\$ 204,379	\$ 204,379
Durham	LJ5BA6U2HLM7	\$ 514,327	\$ 514,327	Rowan	GCB7UCV96NW6	\$ 307,539	\$ 307,539
Edgecombe	MAN4LX44AD17	\$ 265,704	\$ 265,704	Sampson	WRT9CSK1KJY5	\$ 186,469	\$ 186,469
Foothills	NGTEF2MQ8LL4	\$ 179,037	\$ 179,037	Scotland	FNVTUQGCCHM5	\$ 225,588	\$ 225,588
Forsyth	V6BGVQ67YPY5	\$ 580,856	\$ 580,856	Stanly	U86MZUYPL7C5	\$ 108,296	\$ 108,296
Franklin	FFKTRQCNN143	\$ 185,126	\$ 185,126	Stokes	W41TRA3NUNS1	\$ 81,062	\$ 81,062
Gaston	QKY9R8A8D5J6	\$ 366,128	\$ 366,128	Surry	FMWCTM24C9J8	\$ 127,870	\$ 127,870
Graham	L8MAVKQJTYN7	\$ 13,195	\$ 13,195	Swain	TAE3M92L4QR4	\$ 26,975	\$ 26,975
Granv-Vance	MGQJKK22EJB3	\$ 302,932	\$ 302,932	Toe River	JUA6GAUQ9UM1	\$ 91,183	\$ 91,183
Greene	VCU5LD71N9U3	\$ 261,741	\$ 261,741	Transylvania	W51VGHGM8945	\$ 55,594	\$ 55,594
Guilford	YBEQWGFJPMJ3	\$ 654,318	\$ 654,318	Union	LHMKBD4AGRJ5	\$ 335,968	\$ 335,968
Halifax	MRL8MYNJ3Y5	\$ 38,383	\$ 38,383	Wake	FTJ2WJPLWMJ3	\$ -	\$ -
Harnett	JBD9C9V41BX7	\$ 299,331	\$ 299,331	Warren	TLNAU5CNHSU5	\$ 142,679	\$ 142,679
Haywood	DQHZEAV95G5	\$ 75,735	\$ 75,735	Wayne	DACFHCLQKMS1	\$ 283,414	\$ 283,414
Henderson	TG5AR81JLFQ5	\$ -	\$ -	Wilkes	M14KKHY2NNR3	\$ 133,102	\$ 133,102
Hoke	C1GWSADARX51	\$ 201,751	\$ 201,751	Wilson	ME2DJHMYWG55	\$ 249,035	\$ 249,035
Hyde	T2RSYN36NN64	\$ 166,168	\$ 166,168	Yadkin	PLCDT7JFA8B1	\$ 119,721	\$ 119,721
Iredell	XTNRLKJLA4S9	\$ 225,221	\$ 225,221	Yancey	M4SJK9AKVEZ8	\$ 44,911	\$ 44,911

UEI = Unique Entity Identifier

Pender County Budget Ordinance Amendment

Page 13 of 14

Date Tuesday, August 9, 2022
Board Meeting Date (If Applicable) Tuesday, September 6, 2022

Fiscal Year FY 2022-2023 **Fund** 11 - HEALTH

Division, Program, Project, etc. COVID-19 / CDC COVID-19 Vaccination Program **Department** 900074 - PEDIATRIC CLINIC

Purpose of Request
Allocation of additional funding for CDC COVID-19 Vaccination Program. Added to September 6, 2022 BOCC Agenda Meeting for approval.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-348096	CDC COVID19 Vaccination Program	141,970
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-403300	Supplies & Materials	41,970
2	900074-404500	Contracted Services	100,000
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 141970

Total Expenditures 141970

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos **Email** dramos@pendercountync.gov



Pender County Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	September 6, 2022
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: \$20,000

SUMMARY:

On July 11, 2022 the Board of County Commissioners approved the Health Departments' request to apply for the Community Oral Health Transformation (COrHT) Initiative in North Carolina grant. The grant was approved for \$20,000 to support oral health care for the underserved population for Pender County. The Pender County Health Department is requesting approval from the BOCC to accept the funds and approve a Budget Amendment to Increase Revenues and Expenditures for FY 2022-2023 in the Main Dental Clinic in the amount of \$20,000.

ACTION REQUESTED:

To approve accepting the grant funds and a budget amendment to increase Health Department Revenues and Expenditures for FY 2022-2023 in the amount of \$20,000

Pender County Budget Ordinance Amendment

Page 2 of 3

Date

Tuesday, August 16, 2022

Board Meeting Date (If Applicable)

Tuesday, September 6, 2022

Fiscal Year

FY 2022-2023

Fund

11 - HEALTH

Department

900065 - DENTAL HEALTH

Division, Program, Project, etc.

Main Dental Clinic

Purpose of Request
BOCC Agenda Item on Sept 6, 2022 meeting.
Request to accept funding and increase expenditures and revenues for program.

Proposed Amendment:

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900065-375045	BCBS COM ORAL HLTH TRNSF GRANT	20,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900065-404500	Contracted Services	20,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Total Revenues
20000

Prepared By:
Donna Ramos

Total Expenditures
20000

Email
dramos@pendercountync.gov

Budget Amendment Balances when Zero.
0



Pender County MRI real estate software approval

TO: Board of County Commissioners
FROM: Sue Sava
DATE: September 6, 2022
SUBJECT: Approval of Housing department software program

SUMMARY:

Approval of multi year contract in the amount of \$13, 627 for MRI Real Estate Software for the housing department of Pender County. This program facilitates the Voucher management System submissions, Financial statement preparation for Tindell Program, any grant charges, Financial Data system preparation and submissions. Low Rent program financial statement preparation and Section 8 programs financial statement preparation Please see attached order document effective upon signatures.



**ORDER DOCUMENT #1
RECURRING SOFTWARE AND SERVICES**

This Order Document is effective as of July 1, 2022 (the “Effective Date”). This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document. The terms and conditions found at www.mrisoftware.com/termsandconditions (“MRI Terms and Conditions”), are incorporated by reference and made a part of this Order Document as fully as if set forth herein. The MRI Terms and Conditions may be amended from time to time by MRI. Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the MRI Terms and Conditions. If Client is utilizing a SaaS Service, this Order Document, the Master Agreement, the SaaS Services Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. If Client is utilizing MRI’s subscription on-premise license, this Order Document, the Master Agreement, the Limited Software License and Maintenance and Support Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, term length and License Metrics, tax exempt status, payment terms and the like shall be as specified on each Order Document. If the Order Document contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Order Document shall prevail against the enumerated language in the Master Agreement.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, and acknowledges its agreement to be bound by them.

Pender County Housing Department (“Client”)
PO Box 1149
Burgaw, NC 28425

MRI Software LLC (“MRI”)
28925 Fountain Parkway
Solon, OH 44139

Signature: _____ Signature: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

The Parties accept and agree to this Order Document, as follows:

CLIENT CONTACT INFORMATION			
Administrator: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____		Technical Contact/Download Recipient: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____	
Billing Contact: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____			

SAAS SERVICES			
Products	License Metric	Quantity	Territory
Lindsey Housing Manager			
HQS Inspections	Units	Up to 217 Units	N. AMERICA
LIMITED SOFTWARE LICENSE			
Products	License Metric	Quantity	Territory
Lindsey Housing Manager			
Accounts Payable	Units	Up to 217 Units	N. AMERICA
ACH Processing	Units	Up to 217 Units	N. AMERICA
Bank Account Manager	Units	Up to 217 Units	N. AMERICA
eHAP & eSTUB	Units	Up to 217 Units	N. AMERICA
eTenant Files	Units	Up to 217 Units	N. AMERICA
HQS Inspections	Units	Up to 217 Units	N. AMERICA
Rent Reasonableness	Units	Up to 217 Units	N. AMERICA
Section 8 Accounts Receivable	Units	Up to 217 Units	N. AMERICA
Tenant & Applicant Processing	Units	Up to 217 Units	N. AMERICA
Tenant Accounts Receivable	Units	Up to 217 Units	N. AMERICA
Word Bridge	Units	Up to 217 Units	N. AMERICA
Work Orders	Units	Up to 217 Units	N. AMERICA
Database	Each	Up to 1 Production Database	N. AMERICA
FEES, PAYMENT AND TERM			
Initial Term (1)	Effective Date	Annual Recurring Fees (2)	
Thirty-Six (36) Months	July 1, 2022	\$13,627	
(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement. (2) The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the greater of (i) five percent (5%); or (ii) the US Bureau of Labor Statistics Consumer Price Index (CPI-U) for the most recent year. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.			
Payment Terms: Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the License Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this Order Document. In no event shall Client be invoiced for fewer than the License Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.			

LINDSEY HOUSING MANAGEMENT SOFTWARE SERVICES

Client shall receive, as part of the Services, the following services, which MRI shall provide using commercially reasonable efforts, which may be updated from time to time by MRI:

- Collect, process and track receipt of Items (source data files and documents) per the below table for Client's properties:

Item	Frequency	Item Initiation Source
Voucher Management System submission	Monthly	Client input into Software and transmitted
Financial statement preparation for Tindell Program	Monthly	Client input into Software and transmitted
Grant charge	Monthly	Client input into Software and transmitted
Financial Data System preparation and submission	Annually	Client input into Software and transmitted
Low Rent program financial statement preparation	Monthly	Client input into Software and transmitted
Section 8 program financial statement preparation	Monthly	Client input into Software and transmitted

- Review Items outlined in the table above
- If appropriate in MRI's discretion, provide adjustments, recommendations to the Client for the data input in the Items outlined in the table above, in order to begin preparation of the Client's financial statements.
- Prepare and provide to the Client the financial statements outlined herein. The financial statements shall include balance sheet, income statement, budgeted income statement, transaction journal, bank reconciliation, fixed asset listing, and general ledger detail and other items as agreed between MRI and Client (subject to additional fees for additional financial statement items).
- Send email notification with content and frequency per Client's instructions when interim and annual data has not been received. Email notifications will be sent from MRI to the property managers and any additional individuals needed with a copy to the designated Client contact(s).

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions: The following definitions shall apply to the interpretation of this Order Document. If a definition is listed here and not listed within the foregoing tables or in additional Order Documents executed between the Parties, then that definition shall be disregarded.

A "Unit" is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. "Units" include without limitation Conventional Units, Affordable Units, AHR Units and DHCR Units.

"Production Database" means access to an instance of the products listed in a live environment, to be used to production purposes. A production database does not imply a segregated instance or walled-off application.

Use Rights: The license to use the SaaS Service is priced based on Client's License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. Additional Contracts, if applicable, must be purchased in blocks of not less than ten percent (10%) of the Quantity listed above. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not Usage.

Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by July 1st of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance and Support Level: Standard Maintenance and Support is included in the Fees. In the event that Client has purchased enhanced support services, such enhanced will be indicated in the Enhanced Support Services table above and the product line for which it was purchased. If no such indication is made, then Client has not purchased enhanced support services.

Designated Support Contacts:

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
Email: _____	Email: _____



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: September 6, 2022
SUBJECT: Approval of Tax Releases and Refunds

SUMMARY:

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

ACTION REQUESTED:

Staff requests that the board approves the attached list of releases and refunds for August 2022.



Pender County

Request For Board Action

DATE OF MEETING: September 6, 2022

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

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER \$100

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

NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2021	BRADLEY, DAVID RICHARD	253489518	133.16	ADJSTD VALUE
2021	BRYANT, HAYWOOD CLINTON	252933741	121.96	SOLD
2021	FERRANTE, MICHAEL JOSEPH	253357944	107.10	SOLD
2021	HODGES, JAMES BRANDON	253981758	155.07	SOLD
2022	KAJUT, MARC JOSEPH	252821100	215.22	MILTRY EXEMPT
2021	KING, PAMELA MARIE	254261286	119.71	SOLD
2021	KNAUER, KYLE JOSEPH	253963722	118.73	OUT OF STATE
2020	MALDONADO ALEMAN, GIBSON	253028481	261.87	SOLD
2021	NAPPI, LOUIS RAY	337985832	101.26	SOLD
2021	RAYNOR, PENNY GARMON	253964115	130.73	SOLD
2021	THOMAS, KAYLIE MORGAN	336478896	268.95	SITUS
2021	THOMAS, KEVIN PATRICK	336478880	314.25	SOLD
2021	TOPSAIL ENGINEERING INC	253357980	105.52	SOLD

TOTAL REFUNDS OVER \$100 \$2,153.53

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	ANDERSON, JON ERIC	253982079	77.76	SOLD

2020	BESSENT, KENNETH BRYAN	252359658	18.12	SOLD
2021	BLACKMAN, JESSICA MONIQUE	252821280	69.41	SOLD
2020	CREECH, ELIZABETH WYN	251969073	69.31	DESTROYED
2021	ELIZONDO, PEDRO	253122180	56.90	OUT OF STATE
2020	FULLE, JACOB ELDON	254261523	76.16	SOLD
2021	GASPERSON, BRIANA	252375504	78.31	SOLD
2020	GASPERSON, KENNETH WADE JR	252375501	8.72	SOLD
2021	GRAHAM, ROMY MAE	338642276	17.75	SITUS
2021	HABERFIELD, RENEE MARIE	336500624	78.39	SITUS
2021	HIGGINS, CHRISTINE SUE	336479344	18.09	SITUS
2021	HIGGINS, CHRISTINE SUE	336479348	5.24	SITUS
2021	JONES, JAMES ANTHONY	253963896	29.04	SOLD
2021	KUCHLBAUER, EMILY	253982781	61.36	MILTRY EXEMPT
2021	LAND, ABBY JEAN	252372222	65.24	SOLD
2021	LYNCH, TIMOTHY K	253982631	92.38	SOLD
2021	MABRY, RONALD WINN II	337095452	72.43	SITUS
2021	MABRY, RONALD WINN II	337095476	32.01	SITUS
2020	MCKINNEY, JULIE	252933672	1.75	SOLD
2021	MCKINNEY, JULIE	253122171	17.53	SOLD
2022	MILLER, MATTHEW DANIEL	338828584	88.66	SITUS
2021	NELSON, JOHN MORRIS	338129104	82.45	SITUS
2021	PYRTLE, JAMES TRENT	253121571	31.56	ADJSTD VALUE
2021	RAYNER, DESTINY MARIE	337371164	39.99	SITUS
2019	REMIGIO ROJAS, CAROLINA	337811516	52.50	SITUS
2021	RUSSO, DAMIAN ROBERT	335958600	38.75	SITUS
2021	SGARLATA, BOBBI JO	253489566	11.18	SOLD
2021	SHELTS, NATALIE KIM	253121316	74.68	SOLD
2021	SHOLDERS, TRACY SANDERSON	338129228	48.75	SITUS
2020	TANBOUZ, ADAM SAUD	253702359	4.83	SOLD
2021	THE ESTATE OF JUDITH ELIZABETH CULBRETH	253371825	57.11	SOLD
2022	TINNEY PAINTING INC	337244136	92.15	SITUS
2020	VOLLMAR, JACOB WILLIAM	254261658	3.77	SOLD
2021	VOLLMAR, JACOB WILLIAM	254261661	2.21	SOLD
2020	ZINK, MARK STEVEN	252371979	86.31	SOLD
TOTAL REFUNDS UNDER \$100			\$1,660.80	
TOTAL OF ALL RELEASES			NONE	
TOTAL OF ALL REFUNDS			\$3,814.33	



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Jeremy Drummond
DATE: September 6, 2022
SUBJECT: Approve a Purchase Order/Sole Source for Consolidated Laundry

SUMMARY:

Purchase Order for laundry chemical purchases and washer/dryer repairs at the Jail.
Laundry System Products: detergent & chlorine bleach \$3000. (590-403300)
Jail washer & dryer repairs & chemical dispensers repair \$2000. (590-401600)

ACTION REQUESTED:

Approve Purchase Order to Consolidated Laundry in the amount of \$5,000 for laundry chemical purchases and washer/dryer repairs at the Jail.

Requesting a Blanket PO for Consolidated Laundry for the sum of \$5,000 for chemicals and repairs. This company is the only one that is authorized to service the UniMac washer and dryer in the jail. Facilities has tried multiple local companies, but they all have made the same recommendation of using an authorized vendor for part/repairs.



Pender County
Approval of the Board of Commissioner
Meeting Minutes August 15, 2022

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	September 6, 2022
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes August 15, 2022

SUMMARY:

Approval of the Board of Commissioner Meeting Minutes August 15, 2022

ACTION REQUESTED:

Approval of the Board of Commissioner Meeting Minutes August 15, 2022



MINUTES
Board of County Commissioners Meeting
Monday, August 15, 2022 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT: David Piepmeyer

OTHERS PRESENT: Carolyn Moser, Interim 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.

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

2 INVOCATION
Commissioner Brown

3 PLEDGE OF ALLEGIANCE
Commissioner McCoy

4 ADOPTION OF AGENDA
4.1 Motion to excuse Commissioner Piepmeyer

Moved by George Brown, seconded by Fred McCoy

Motion approved

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

	3	0	0	1
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CARRIED.

4.2 Motion to adopt agenda

Moved by Fred McCoy, seconded by George Brown

Motion Approved

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

CARRIED.

5 PUBLIC INFORMATION

5.1 Appointment of vacant Commissioner seat District 1 and administration of oath to Mr. Jimmy Tate by Superior Court Judge Kent Harrell.

Vice Chair Newton read the General Statute 153A-27.1 as follows:

(d) If the member who vacated the seat was elected as a nominee of a political party, the board of commissioners, the chairman of the board, or the clerk of superior court, as the case may be, shall consult the county executive committee of the appropriate political party before filling the vacancy, and shall appoint the person recommended by the county executive committee of the political party of which the commissioner being replaced was a member, if the party makes a recommendation within 30 days of the occurrence of the vacancy.

Superior Court Judge Kent Harrell swore Commissioner Jimmy Tate in as District 1 county commissioner. Mr. Tate's nieces held the bible for him as he took his oath.

Commissioner Tate addressed the board and the staff and audience and thanked them all for being there for his oath.

5.2 Conceptual design for the new Health and Human Services facility.

Carolyn Moser, Director of Health, introduced Tim Murphy with Bobbitt construction. Baily Allred engineer with the project. Showed an overview of the plan to the board. Pointed out the wetland behind the building that was delineated at an earlier date. Went over the new driveway that is being put in. Bottom floor will be Health Department,

WIC, Child Support, etc. Second floor will hold the Department of Social Services. North side of building second floor will be the public portion of DSS. Shared space is on the bottom floor. Carolyn Moser stated that child support is primarily a separate part of DSS and therefore will be on the bottom level due to public traffic coming in and out. She stated the federal government will reimburse the old DSS building. Commissioner Tate ask if this building is based on current or expected growth. Baily stated that the projected growth was set at 20 years. Tim Murphy spoke to the board in regards to design build and why it works. Design build combines engineers and construction experts together at the start of the project. See attached presentation from Tim Murphy in regards to Project Delivery methods. Gave an overview of the consult team. He laid out the phases of the build. Commissioner Newton asked about the trade partners and if they are entities that are included in the project or will they will be brought in at the budget discussion. They make recommendations during the phases and they can also bid once a decision has been made. General Statue was stated based on design build. Commissioner McCoy asked what the timeline is. Tim stated the building should be finished within 16 months with site plan we have now. Carolyn stated mid 2025. Tim stated the range of the budget is 22.4 Million to 26.8 Million. Commissioner Tate asked what the projected cost would be with all these projects. Trey Thurman, Attorney stated he needed to know some numbers before signing off on the contract. Tim Murphy stated monies would not be discussed until design development stage. If the project is put on hold the only money due would be is what is done up to that point. The contract can not be pre-audited until the monies are known. Tim Murphy stated he could have some numbers within a week. Commissioner Tate, asked if all the projects have been budgeted. Meg Blue came up and stated some projections have been done. Nothing has been budgeted straight out general fund but the debt funding has been been included. Commissioner Brown suggested once these numbers start coming in we need to bring Davenport back to give an update on the debt funding.

5.3 Update on the Community Rating System (CRS)

Daniel Adams, Floodplain administrator, presented and explained what the CRS is. It is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the Nation Flood Insurance Program (NFIP). The CRS is managed by FEMA. The three goals of the CRS are: Reduce and avoid flood damage to insurable property. Strengthen and support the insurance aspects of the National Flood Insurance Program. Foster comprehensive floodplain management. CRS awards points to local communities for various activities related to floodplain management. The total number of points earned translates to discounts

on flood insurance policy premiums. Activities fall within four categories: Public information, mapping and regulations, flood damage reduction activities, and warning and response. Pender County joined the CRS on October 1, 2020. Pender County earns credit for the following activities: Providing floodplain information to the public via online maps, conducting outreach projects like sending mailers to homeowners in flood zones, as well as preserving open space in flood zones (game lands and buyout properties) and enforcing regulations that exceed NFIP minimums. The flood plain maps have not been adopted by the board at this time. Pender County currently earns 1708 points, translating to a Class 7 Rating.

6 PUBLIC COMMENT

No Sign Ups

7 CONSENT AGENDA

- 7.1 Approval of the Pender County Energy Outreach Plan.
- 7.2 Approval to carryover Purchase Order # 507 to the UNC Institute of Public Health in the amount of \$50,000
- 7.3 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023 in the amount of \$118,361
- 7.4 Approval of a Budget Amendment to move budgeted revenue into separate revenue lines as described on the Budget Ordinance form in the amount of \$412,152.
- 7.5 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2022-2023: \$2,058
- 7.6 Approval of a Purchase Order to SHI for Computer Replacement in the amount of \$259,350.00.
- 7.7 Approval of a Purchase Order to Software House International (SHI) for Barracuda Backup Server Annual Support & Maintenance Renewal in the amount of \$40,468.92.
- 7.8 Approval of a Purchase Order to Software House International (SHI). for Barracuda Total Email Protection for Microsoft Office 365 Annual Support & Maintenance Renewal in the amount of \$55,996.92.
- 7.9 Approval of a Purchase Order to Software House International (SHI) for Manage Engine's IT Service Management Annual Software Licensing Renewal in the amount of \$57,228.00.
- 7.10 Approval of Purchase Order to Mission Communications for SCADA Monitoring of PCU's Water & Sewer Systems PO amount \$9541.20

- 7.11 Approval of Sub grant Agreement from The Southeastern Partnership Inc for the Pender Commerce Park Water & Sewer Extensions
- 7.12 Approval of Capital Project Ordinance for PCU/Facilities Warehouse & Shelters Project
- 7.13 Approve a Purchase Order/Sole Source for CAS (Connected Automotive Systems) for FY23 \$1295.00
- 7.14 Approve a Purchase Order/Sole Source for Mitchell1 for FY23 \$2631.00
- 7.15 Approve a Purchase Order/Sole Source for Campbell Oil for FY23 \$3500.00
- 7.16 Request for approval of a Budget Ordinance Amendment for Transportation Infrastructure Resiliency Fund Grant
- 7.17 Approval of a Budget Amendment for increase funds in Insurance/Property Loss proceeds in the amount of \$36,499.60..
- 7.18 Requesting funds for annual ESRI Contract renewal for GIS in the amount of \$16,300.
- 7.19 Approval of Purchase Order/Sole Source to Correctional Behavioral Health for the Jail Inmate Mental Health Services in the amount of \$19,500.
- 7.20 Approval to carry over Purchase Order # 526 to National Power, LLC in the amount of \$310,376.40.
- 7.21 Approval of the Board of Commissioner Meeting Minutes August 1, 2022
- 7.22 Motion to adopt Consent Agenda

Moved by Fred McCoy, seconded by Jimmy Tate

Consent Agenda adopted

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Consideration of Grant Agreement for Streamflow Rehabilitation Assistance Program (StRAP) Grant and Budget Ordinance Amendment

Daniel Adams, Flood Plain Administrator, presented to the board stating the North Carolina General Assembly allocated funding in the FY 21-22 budget aiming to reduce flooding across the state's waterways, creating the Streamflow Rehabilitation Assistance Program (StRAP). This program allocates money for projects that protect and restore the integrity of drainage infrastructure. The StRAP program is managed by the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation. Pender County submitted an application for funding to this grant program in March 2022 and was recently notified of an award of \$357,888. The grant predominantly funds debris removal work, which involves removing vegetative debris, such as downed trees and limbs, from waterways to improve drainage and reduce the impact of future flood events. This grant primarily covers work along portions of Harrison Creek near NC HWY 210, Big Branch near US HWY 421, and Bulltail Creek near Indian Hill Road. Staff expects to seek qualified bidders through a competitive bidding process in the coming months. This work is fully funded through the State allocation and does not require any matching funds from the County.

Moved by George Brown, seconded by Fred McCoy

Motion Approved

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

CARRIED.

8.2 Approval for Pender County to Establish its Local Emergency Planning Committee

Tommy Batson, EM Director, requested establishment of the Pender County Local Emergency Planning Committee that is authorized by Title III of the Superfund Amendment and Reauthorization Act (SARA) of 1986, known as the "Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986", the North Carolina Executive Order No. 125 (December 18, 1997) and by resolution of the Pender County Board

of Commissioners. Under the Emergency Planning and Community Right-to-Know Act (EPCRA), Local Emergency Planning Committees (LEPCs) must develop an emergency response plan, review the plan at least annually, and provide information about chemicals in the community to citizens. If you have an active LEPC, you may be able to get funds for training, planning, exercises and equipment. The LEPC serves as a forum to help involve citizens in the discussion on emergency planning and response. Participate in exercises and drills to improve community's preparedness. The Local Emergency Planning Committee (LEPC) is a federally mandated entity composed of state and local officials, business representatives and members of the press. The role of the LEPC is to form a partnership with local governments and industries as a resource for enhancing hazardous materials preparedness. The LEPC will meet at least four (4) times a year. Mr. Batson was asked to give a brief update on the Juniper Road Fire. He stated the fire started on Tuesday August 2 by a lightning strike. The fire is at 1230 acres. He stated there were not structures threatened at this time. The NC Forest Service is using every aviation resource available to include scout planes, helicopters, lead plane and single engine air tankers. For emergency information notifications you can sign up for the Pender EM Code Red at www.pedherem.com.

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			
	4	0	0	1

CARRIED.

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

Meg Blue, Finance Director, recommended that the \$12,000 bid from Matthew Walker for parcel number 239348-3645-0000 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.

No motion made. Commissioner Tate would like staff to make sure the bidder understands the property is land locked. Motion tabled until next meeting.

CARRIED.

8.4 Approval of Offer & Start of Upset Bid Process for Sale of Surplus Property - 3255-77-4454-0000 at 9549 NC HWY 210 in Rocky Point

Meg Blue, Finance Director, recommended that the \$7,500 bid from Leslie Weaver for parcel number 3255-774454-0000 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 \$8,000.

Moved by Fred McCoy, 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	0	1

CARRIED.

8.5 Approval of Surplus Property Advertisement for Auction & Related BOA - Country Court Apartments on US 421

Meg Blue, Finance Director, Country Court Apartments is currently experiencing significant cost prohibitive repair issues. We have discussed the situation with the USDA Rural Development folks and they are expediting our mortgages on this property so that we may pay them off early and transition these tenants to our other Housing Choice Vouchers program. These tenants have begun this transition and we are working diligently to make all of these moving parts fall in line. We are now requesting to surplus this complex and while the General Fund loans the funds to the Housing Authority to pay off these loans. Once sold, the Housing Authority will pay back the General Fund for the loan and transfer remaining proceeds back to the General Fund. Please consider attached documentation requesting authorization to advertise auction of surplus property Country Court Apartments located on US

421 and related budget amendment as attached. Ms. Blue confirmed that all tenants will be moved by October 1, 2022.

Moved by Fred McCoy, seconded by George Brown

Motion to approve to post the auction on Gov Deals with the tax value noted in the sale and noted that property is being sold "As Is".

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

CARRIED.

8.6 Approval of Offer & Start of Upset Bid Process for Sale of Surplus
Property - 3282-29-4762-0000 on 210 in Hampstead

Meg Blue, Finance Director, recommended that the \$6,882 bid from Joel Reyes for parcel number 3282-294762-0000 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 \$5,985.

Moved by Jimmy Tate, seconded by Fred McCoy

Motion Approved

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

CARRIED.

9 DISCUSSION

Commissioner Jimmy Tate asked the board if the school bond does not pass what is the alternative funding plan for the schools and county projects? The board discussed different ideas as to next steps if that were to happen.

Margaret Blue the finance director stepped in to provide some financial information such as it will be based on debt funded. Commissioner Brown suggested that the next board immediately meet with the school board to discuss options and made a plan with them if the bond is not approved.

10 APPOINTMENTS

10.1 Approval of Appointments to the Pender County Fire Commission

Moved by Fred McCoy, 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	0	0	1

CARRIED.

10.2 Approval of Reappointment of Rebecca Drake to the Nursing Home and Adult Care Home Advisory Board

Moved by Jimmy Tate, 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	0	1

CARRIED.

10.3 Approval of an Appointment to the Pender County Tourism Development Authority

Moved by Jimmy Tate, seconded by George Brown

Motion to table to next meeting to confirm rule on how many boards a person can serve on.

CARRIED.

11 MAPLE HILL WATER AND SEWER DISTRICT

12 ROCKY POINT WATER AND SEWER DISTRICT

13 SCOTTS HILL WATER AND SEWER DISTRICT

14 MOORES CREEK WATER AND SEWER DISTRICT

15 CENTRAL PENDER WATER AND SEWER DISTRICT

16 PENDER COUNTY BOARD OF HEALTH

17 SOCIAL SERVICES BOARD

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

Trey Thurman, County Attorney, stated items for closed session are Item 3 attorney client, Item 5 Land Acquisition, and Item 6 personnel. He also stated that the tax money appeal by Donald Sullivan has been dismissed.

Allen Vann, Assistant County Manager, stated his appreciation to ALL county employees for all their hard work during this transition.

Carolyn Moser, Interim County Manager, announced there would be a blood drive at the Pender County library in Burgaw on Friday August 19, 2022.

Commissioner Fred McCoy announced how great he thought the concerts of summer have gone at the courthouse and in Hampstead.

Commissioner Tate, recognized Tammie Parris with CFCC.

Vice Chairman Newton asked Tammie Parris with the Pender County Partnerships in Schools to come and briefly speak on the C.F. Pope alumni association and documentary banquet held at the train depot. She requested that NCACC legislative mandates be sent to the commissioners for review before it goes to General Assembly.

19 CLOSED SESSION (IF APPLICABLE).

Motion to go into closed session for items 3 Attorney Client, Item 5 Acquisition of Land and Item 6 Personnel made by Commissioner Brown at 6:22 PM and Seconded by Commissioner Fred McCoy.

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

20.1 SUP 2022-34 - Special Use Permit Request for Indoor Storage of Boats and RVs on Sloop Point Road in the Topsail Township

Greg Feldman, Planner 1, presented on behalf of the applicant Gloria Lowe, applicant, and owner who is requesting the approval of a Special Use Permit to allow the enclosed storage of boats and recreational vehicles (RV) under the 53 NAICS Code, Rental and Real Estate and Leasing in the RP, Residential Performance zoning district, a permitted use via Special Use Permit in that zoning district. The subject properties are located at the intersection of Southwinds Drive and Sloop Point Road approximately one-half mile east of US Highway 17 and Sloop Point Road in the Topsail Township. The applicant is seeking to obtain a Special Use Permit in order to develop an enclosed storage facility in accordance with the Real Estate and Rental and Leasing land use definition within the North American Industry Classification System (NAICS). This sector comprises establishments primarily engaged in renting, leasing or otherwise allowing the use of tangible or intangible assets. Establishments primarily engaged in managing real estate for others; selling, renting and/or buying of real estate for others; and appraising real estate, are also included. The applicant has stated within the submitted narrative that the Special Use Permit request is to allow for fully enclosed storage of watercrafts and recreational vehicles for weather protection. The applicant has also stated within their narrative that an existing pond on site will be undisturbed, and measures will be taken to preserve as many existing trees as possible. The site is proposed to be accessed from a two-lane asphalt driveway with a grassed median in a 70-foot-wide private right-of-way to Sloop Point Road (SR 1651), per the applicant's submitted narrative. Should the Special Use Permit request be approved the applicant will be required to obtain a Driveway Permit from NCDOT. Because a Traffic Impact Analysis is not required to be completed at this time, the volume to capacity ratio for Sloop Point Road near the subject site has been provided. This ratio is based on average daily trips and the design characteristics of a given roadway, which can provide a general idea of the function of such roadway. Based upon the available volume to capacity data, this segment of Sloop Point Road has the capacity to handle the anticipated traffic volume increases associated with the

proposed Special Use Permit. Planning staff finds the proposed request to be inconsistent with the Future Land Use Map (FLUM) classification for the property as the Low-Density Residential designation identifies commercial and industrial land uses as inappropriate. In addition to the Future Land Use Map, the request was found to conflict with Policy 5.1.D because the policy supports the strategic placement of commercial development which is informed by the underlying Future Land Use Map designation. Therefore, strategic placement of this use would not be supported in this area due to the Low-Density Residential designation. However, Policy 5.1.K, Commercial Development, supports the request as the proposed use is intended to provide a needed service in area experiencing significant growth.

Conditions to Consider in Issuing a Special Use Permit for this Project

1. 1. The project shall comply with all requirements of the Pender County Unified Developed Ordinance.
2. 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. 3. The applicant shall meet all other local, state, and federal regulations.
4. 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. 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. 6. The applicant shall combine all parcels of land associated with this request with the exception of the 6 lots closest to Sloop Point Road as identified by Pender County PINS: 4215-40-1301-0000, 4215-40-1273-0000, 4215-40-0117-0000, 4215-40-1074-0000, 4214-49-2964-0000, and 4214-49-3833-0000.
7. 7. Hours of operation for the facility shall be limited to 5am-10pm daily.

Gloria Lowe, 501 Dogwood Ln, applicant, stated the property was originally going to be a development which never happened. She stated she has seen the growth in the community and understands that boat and RV storage is needed.

Michael Onatolu, 73 Beaumont Cir, stated he lives in the subdivision across the road and is concerned with the traffic the project will generate.

Frances Vail, 554 Sloop Point Rd, voiced her concerns with the traffic and the fact that her cable line has been torn down by boats being towed down the road.

Mike Caison, 1741 Hwy 117N, stated he had concerns with the hours of operation and traffic.

Harry Kraly, 2406 W. 23rd St, as the developer of Crown Pointe stated he had issues with the time his notice was received. The turning lane is currently in its 3rd revision. He stated the turning lane is mandatory. He stated his objections were the time frame he had to respond, putting a commercial project in a residential neighborhood, and how it will effect the turn lane into crown pointe.

Commissioner Brown asked if DOT is requiring a turning lane for the SUP. Jimmy Fentress confirmed no it does not. He also confirmed that the traffic impact if the property was developed as original would be a lot more traffic and it would be year round not just seasonal.

Moved by George Brown, seconded by Fred McCoy

Motion to approve

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

CARRIED.

20.2 ZTA 2022-15 - Zoning Text Amendment to Section 3.2.1 'Zoning Approval' to Allow for Issuance of Clearing and Grading Permits

Travis Henley, Planning Director, presented on behalf of the applicant Trask Land Company Inc., applicant, is requesting approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend Section 3.2.1 'Zoning Approval' to allow for the issuance of clearing and grading permits prior to the issuance of final zoning approval. A detailed description of the proposed changes can be found in the Planning & Community Development Offices. The proposed Zoning Text Amendment to the Pender County Unified Development Ordinance seeks to increase efficiency in the application submittal and review processes while providing an opportunity to increase the speed of the development process if certain

conditions are met. The applicant has requested that language proposed within the pending Pender County Unified Development Ordinance Update be brought forward early to create a Zoning Approval process for clearing and grading work to be completed prior to the issuance of final zoning approval. This language shall require certification by Planning Staff that the proposed site plan meets all standards of the Unified Development Ordinance, a permit for erosion and sedimentation control has been issued by NCDEQ and provided to Planning Staff, and if applicable, a significant tree inventory and mitigation plan has been submitted and reviewed and approved by Planning Staff. The specific language proposed to be added to Section 3.2.1 'Zoning Approval' can be found as an attachment to this report. The request seeks to build efficiency in the development process by allowing for clearing and grading of a site to begin prior to final zoning approval, which is contingent upon receipt of any and all applicable external permits. That requirement shall still apply, and no installation of any infrastructure (including but not limited to roads and utility lines) nor any building permits shall be issued until final zoning approval has been issued.

Furthermore, the proposed language ensures that if clearing and grading approval is issued and then the project does not move forward, the requirements of any significant tree mitigation plan shall be required to be executed by the property owner. Failure to do so would result in a Notice of Violation being issued by Planning Staff and would subject the site to any and all enforcement proceedings under Article 13 'Enforcement and Penalties' of the Pender County Unified Development Ordinance.

There was brief discussion on why this was being brought forward by Trask group and Mr. Henley explained that it is included in the draft UDO but since that project was placed on hold they decided to let Trask go ahead and bring it forward.

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	0	0	1

CARRIED.

20.3 Resolution requesting approval for text amendments to Article 11 (Road Name and Addressing) of the Pender UDO.

Mike Dickson, Addressing GIS, 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. 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 11.3.1 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 11.4.1.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 11.6.1.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. 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 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 11.6.1. 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. 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 1.

There were several discussions and questions asked in regards to the amendments and the language being used.

Doug Holstein, 313 Creekview Dr, gave an example of a road name change that took place in the Deer Field community that was deceptive in nature.

Moved by George Brown, seconded by Fred McCoy

Motion to table to September 19th meeting.

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

CARRIED.

21 ADJOURNMENT

Motion to adjourn the meeting at 8:54 pm



**Pender County
Request for Approval of Purchase Order
for Performance Automotive in the
amount of \$45,245.68**

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	September 6, 2022
SUBJECT:	Request for Approval of Purchase Order for Performance Automotive to purchase two new pickup trucks

SUMMARY:

Staff have solicited quotes for pickup trucks to be used by County Building Inspectors. This has been a challenging process as supply chain issues and vehicle shortages have made it difficult to find trucks that meet the needs of Inspections staff. Having found two pickup trucks available that are suitable for Inspections use, staff is requesting approval of a Purchase Order for Performance Automotive in Clinton, NC, in the amount of \$45,245.68 for two Ford Mavericks. New pickup trucks were budgeted for Inspections in the current fiscal year budget. The applicable budget line is 650-407403.

ACTION REQUESTED:

Approval of Purchase Order in the amount of \$45,245.68 for Performance Automotive.

ATTACHMENTS:

1. Performance Automotive Quote
2. Ford Maverick Spec Sheet



2022 Ford Maverick XL, AWD

NC70A Contract:202100002

Government Fleet Stocking Order



Drivetrain Configurations

Gas Engine	☒	W8F-100A	2022 FORD Maverick, XL Trim, AWD Gas Engine	\$ 21,457.24
	☐			

BASE VEHICLE CONFIGURATION

Base Body Configuration

121	121" Wheel Base	Base
-----	-----------------	------

Base Powertrain Configuration

999	2.0 Liter Ecoboost Engine	Base
448	8 Speed Automatic Transmission	Base

Base Interior Configuration

YZ	Oxford White Color	Base
9	Black Cloth Bucket Seats, Manual 6 Way adj driver seat, 4 way manual	Base
W	adjustable passenger. Front Floor Console with Shifter, Armrest, Storage	Base

Base Package / Options

Tires	P225/65R17" A/S BSW Tires, 17" Sparkle Silver Steel Wheel	Base
	Power Locks, Windows, Rear Privacy Glass, Manual Fold/Glass Mirrors	Base
B4A	Remote Keyless Entry, Mini Spare Tire, Pre Collision Assist	Base
153	Front License Plate Bracke	
	Auto LED High Beam headlights, Auto On/Off headlamps	
	8" Center Stack Screen with Bluetooth connectivity, Apple Car Play	
	and Android Auto	
	Rear View Camera, Tilt/Telescoping Steering Wheel	

Code	Additional Factory Options	MSRP	6% Disc
☒ 53Q	4K Tow Package (Gas Engine Only, N/A Hybrid) • 225/65R17 A/S BSW Tires • Trailer Brake Controller • Trailer Hitch Receiver w. 7-pin Connector • Transmission Oil Cooler • Higher Capacity Radiator • Upgraded Cooling Fan • Upgraded Drive Ratio (AWD)	\$ 745	\$ 700.30
☐ 86B	Ford Co-Pilot360 (Blind Spot w/Cross Traffic Alert)	\$ 650	\$ 611.00
☐ 47K	400 Watt Invertor (Cab Location)	\$ 150	\$ 141.00
☒ 96G	Spray In Bedliner	\$ 495	\$ 465.30
☒ 153	License Plate Bracket	N/C	N/C
☐ 51D	Full Size Spare Tire	\$ 115	\$ 108.10
☐ 55D	Rear Sliding Window with Privacy Glass (Requires 86B)	\$ 155	\$ 145.70
☐ 63B	Splash Guards (Molded Front and Rear)	\$ 180	\$ 169.20
☐ 21K	Hard Trifold Tonneau Cover	\$ 1,160	\$ 1,090.40
☐ 60B	Trailer Hitch Receiver with 4 Pin Connector	\$ 100	\$ 94.00
☐ 90K	Power 8 Way Driver Seat	\$ 285	\$ 267.90
☐ 76B	Rear Parking Sensors	\$ 260	\$ 244.40
☐ 942	Day Time Running Lights - Non Configurable	\$ 45	\$ 42.30

Standard Colors:		Quantity
☐ KU	AREA 51	
☐ NE	CACTUS GREY	
☐ M7	CARBONIZED GREY METALLIC	
☐ JS	ICONIC SILVER METALLIC	
☒ YZ	OXFORD WHITE	2.00
☐ G1	SHADOW BLACK	
☐ E7	VELOCITY BLUE METALLIC	

Enter Quantity Here

Dealer Installed Items		
☐		
☐		
☐		
☐		
Total Price Per Vehicle: \$ 22,622.84 Number Units This Spec: 2.00 Total this Order: \$ 45,245.68		

Notes & Instructions:

8/23/2022

Subject to Availability

Agency Information:Agency Name: PENDER COUNTYContact: DANIEL ADAMSPosition: HAZARD MITIGATION COORDINATOR

Address 1: _____

Address 2: _____

City, State, Zip: _____

Office Phone: 910-259-0231

Cell Phone: _____

Email: _____

Fax: _____

FIN Code: _____

GPC Info: _____

Dianne Nelms**Government & Fleet Sales**

605 Warsaw Road

Clinton, North Carolina 28328

dnelms@ramclinton.com

(910) 214-2956 Cell

Amy Hill**Government & Fleet Sales**

605 Warsaw Road

Clinton, North Carolina 28328

ahill@ramclinton.com

(336) 687-7964 Cell



09/27/21

2022 R/A
SUPERCAB / SUPER
STANDARD

MECHANICAL

- 2.3L EcoBoost® Engine with Auto Start-Stop Technology
- Electronic-Shift-On-the-Fly (ESOF) – 4x4 only
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – Anti-Lock Brake System (ABS)
- Electronic Power-Assist Steering (EPAS)
- Electronic Ten-Speed Automatic Transmission
- Jack
- SelectShift® Automatic Transmission
- Shock Absorbers, Gas – Front and rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Linear Rate

EXTERIOR

- Black Wheel Lip Molding
- Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- Fuel Tank – Standard Range 18 Gallon
- Fully Boxed Steel Frame
- Grille – Black Mesh w/Black Surround
- Handles, Black – Door and Tailgate
- Hooks – Pickup Box Tie-Down, four (4)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps and Integrated Spotter Mirrors
- Ranger XL Fender Badge w/ Black Surround
- Spare Tire Carrier – Rear Under Frame
- Spare Tire (Full-Size)
- Steel Bumper, Front & Rear – Black
- Tailgate – Manual Locking
- Tires – P255/70R 16" A/S BSW
- Tow Hooks – Front Tow 4x4, two (2)
- Trailer Sway Control
- Trailer Towing – TBD lb capability, 4-pin wiring, ball mounting provisions in rear bumper (does not include trailer hitch receiver)
- Wheels – 16" Silver Steel
- Windshield wipers – Intermittent Speed

INTERIOR/COMFORT

INTERIOR/COMFORT

- 2.3" Productivity Screen in Instrument Cluster
- 3.5" LCD Display in Center Stack
- Black Vinyl Floor Covering
- Cupholders
- Dome Light
- Locking Glove Box
- Manual Air Conditioning, Single Zone
- Power door unlock and lock
- Powerpoint 12V – Front (2), Rear (1)
- Rear-window with Fixed Glass
- Rearview Mirror, Auto-Dimming (NA w/SYNC®)
- Seat, Front
 - Cloth Bucket Seats
 - 8-Way Manual Adjustable Driver Seat including Lumbar
 - 6-Way Manual Adjustable Passenger Seat
 - Manual Reclining Seats (included w/ Driver and Passenger)
 - Flow-through console with shifter
- Seat, Rear
 - Cloth Bench Seat (SuperCrew®)
 - Cloth Seats with Removable Cushions (SuperCab)
 - Armrest (SuperCrew®)
 - Under seat storage
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Vinyl Console Lid

★ = New for this model year

- 2

ANGER CREW® – XL SERIES EQUIPMENT

PROPRIETARY

INTERIOR/COMFORT (continued)

- Visor – Driver & Passenger
- Windows
 - Power Front/Rear Windows (SuperCrew®)
 - Power Front Windows (SuperCab)
 - One-Touch Up/Down Driver Window

SAFETY/SECURITY

- Airbags
 - Driver and Passenger Front Airbags
 - Safety Canopy® side-curtain airbags
- Belt-Minder® (front safety belt reminder)
- Daytime Running Lamps (DRL)
- Halogen Headlamps
- LATCH (Lower Anchors and Tether Anchors for Children)
- MyKey®
- Reflector, Wiper-Activated Headlamps
- SecuriLock® Passive Anti-Theft System
- Tire Pressure Monitoring System (TPMS)

DRIVER ASSIST TECHNOLOGY

- Automatic Headlamps
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera

FUNCTIONAL

- AM/FM stereo w/Bluetooth Pass Thru and 4 Audio Speakers
- Extended Service Interval Monitor
- FordPass Connect™ (4G)
 - 4G LTE Wi-Fi® hotspot connects up to 10 devices¹
 - Remotely start, lock and unlock vehicle²
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

Note: Ford Telematics™ Prep included for Fleet ONLY:

FordPass Connect™ enables telematics services through authorized partners. Activate at www.fleet.ford.com or call 888-459-0255.

- USB Port – one (1)

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford.

² FordPass Connect™ (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot

2 -

Ford Division



**Pender County
Approval of Surplus Property
Advertisement for Auction - Slocum
Trail, Currie**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 6, 2022
SUBJECT:	Approval of Surplus Property Advertisement for Auction - Slocum Trail, Currie

SUMMARY:

Please consider attached documentation requesting authorization to advertise auction of surplus property located on Slocum Trail in Currie. Parcel ID - 2266-31-2140-0000.

Note that this authorization only allows it to be publicly posted for auction, the final sale will require formal Board approval.

ACTION REQUESTED:

Approval of Surplus Property Advertisement for Auction - Slocum Trail, Currie 2266-31-2140-0000

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



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

Letter of recommendation for sale of real property

8/23/2022

Dear County Manager,

For your consideration is a proposed sale of parcel number 2266-31-2140-0000 located on Slocum Trail in Currie that we acquired on 01/12/2017 thru tax foreclosure proceedings. The parcel consists of a wooded lot on 0.47 of an acre. The estimated tax value of the parcel is \$5,712.00 in GIS.

I recommend the sale, via auction, of this parcel on the GovDeals.com website as it reaches a global audience. I recommend the starting bid for this parcel will be the current tax value of the land and go up from there. The County will not make any guarantees on the use of these properties.

Published notice of the summary of this resolution and subsequent auction will be by electronic advertisement only on the County's website located under "Bid & RFP's." The electronic publication will provide a link to the GovDeals.com auction website. The electronic published notice and auction is pursuant to G.S. Chapter 160A-270(c).

Sincerely,

Andy Devane
Asset Manager



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



Asset Manager
Andy Devane
(910)
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 (2266-31-2140-0000) as a surplus asset that will be sold as is on GovDeals.com after board approval for a duration of 31 days.

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." The electronic publication will provide a link to the GovDeals.com auction website.

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 at public auction of the summary of this resolution and subsequent auction pursuant to G.S. Chapter 160A-270(c).

Adopted at a _____ meeting on
_____ 2022

Pender County Authorized Representative

ATTEST:

County Clerk

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



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



Pender County

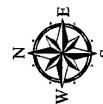
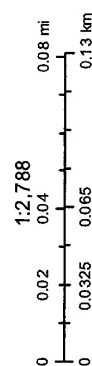
Acres: 0.47
Land Value: \$5,712
Building Value: \$0
Total value: \$5,712
Deferred Value: \$0
Exempt Amount: 5712
PCL Class: EX-1
Heated Sq Feet:

Sale P r ice : \$3,000
Sale Date : LAST_SALE_DATE
Plat: 00300029
Account No: 973974
Township: CASWELL
Subdivision: BAT TLEGROUND ESTATES
Tax Codes: G01 F28 R40

PIN: 2266-31-2140-0000
Owner: PENDER CNTY
PO BOX 4
BURGAW, NC 28425
Deed Ref: 4635/2878

Property Address:

Description: PT LT 2 BATTLEGROUND ESTATES



1 inch = 232 feet
1/13/2017

Doc No: 20019335
Recorded: 01/13/2017 04:18:14 PM
Fee Amt: \$25.00 Page 1 of 2
Excise Tax: \$6.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4635 PG 2878 - 2879 (2)

Excise Tax \$6.00	Return after recording to →	Pender County PO Box 4 Burgaw, NC 28425
Parcel ID # 2268-31-2140-0000	Prepared by Richard T. Rodgers, Jr.	
BRIEF DESCRIPTION FOR INDEX →		

STATE OF NORTH CAROLINA		DATE	COMMISSIONER'S DEED
COUNTY OF PENDER		1/11/2017	
Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425		Pender County PO Box 4 Burgaw, NC 28425	
"Grantor"		"Grantee"	
<i>Enter in appropriate block for each Grantor and Grantee: title vesting name, mailing address, and, if appropriate, character of entity, (e.g., corporation, partnership, trust, unincorporated association, etc.)</i>			
<i>NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.</i>			

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Jennifer Bass et. al. filed at 15-CVS-914 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 11/18/2016, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

A certain tract or parcel of land lying and being in Caswell Township, Pender County, North Carolina and being part of lot 2, Battleground Estates as recorded in Pender County, North Carolina and being more particularly described as follows:
Beginning at an iron on the northern right of way of Slocum Trail - State Road 1100 (100 ft public right of way), said iron is located at the intersection of the northern right of way of Slocum Trail and the western right of way of H.E. Hales Drive (60 ft. private right of way). Proceed from said point of beginning and with the northern right of way of Slocum Trail N 67-30-43 W 120.00 ft. to an iron, thence leaving said right of way of Slocum Trail N 22-29-17 E 170.00 ft. to an iron, thence S67-30-43 E 120.00 ft. to an iron, on the western right of way of H.E. Hales Drive thence with said right of way S 22-29-17 W 170.00 ft. to the point of beginning and containing 0.468 of an acre.

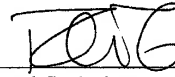
Parcel ID: 2266-31-2140-0000

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

USE BLACK INK ONLY



(Seal)

Richard T. Rodgers, Jr., Commissioner

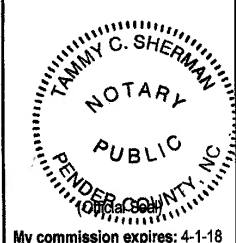
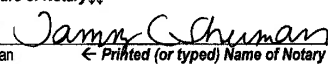
By: _____

Title

By: _____

Title

(Seal)

 My commission expires: 4-1-18	STATE OF NORTH CAROLINA, PENDER COUNTY
	I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by my personal knowledge and signed this document in my presence: name(s) of principal(s). Richard T. Rodgers, Jr., Commissioner ↓ ↓ Official Signature of Notary ↓ ↓  1-11-17 Tammy C. Sherman ← Printed (or typed) Name of Notary Date:

JKR

STATE OF NORTH CAROLINA

COUNTY OF PENDER

PENDER COUNTY

v.

JENNIFER BASS, owner et. al.

Plaintiff(s),

Defendant(s).

2017 JAN 13 A 9:19

PENDER COUNTY, C.S.C.

IN THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION

COURT FILE #: 15-CVS-914

PENDER COUNTY

FILED

FINAL REPORT

JAN 18 2017

AT 4:55 P
BY [Signature] M
CLERK SUPERIOR COURT

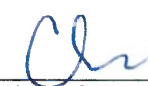
The undersigned Commissioner shows the Court that he has delivered the deed as ordered and received the sums and made the disbursements as follows:

Item	Incoming	Outgoing	POC
Purchaser	\$2,745.53		
Pender County - Costs (court filings)			\$220.00
Pender County - Costs (service)			\$60.00
Pender County - Costs (Legal Ads)			\$185.00
Pender County ROD (revenue stamps)		\$6.00	
Pender County - (ROD) Deed Filing Fees		\$26.00	
Pender County - Taxes			\$392.83
Sherman & Rodgers - Legal Costs		\$130.25	
Sherman & Rodgers - Legal Fees		\$1,595.00	
Sherman & Rodgers - Commissioner's Fees		\$130.45	
TOTALS	\$2,745.53	\$1,887.70	\$857.83

Distribution Statement

Check to Pender Registry	\$32.00
Check to Sherman & Rodgers	\$1,855.70
TOTAL	\$1,887.70


Richard T. Rodgers, Jr, Commissioner


Assistant/Clerk of Superior Court

1-18-17
Date of Audit and Approval

SV 2266-31-2140-0000
Jennifer Bass
15-CVS-914

PROTAX IS A DIVISION OF SHERMAN & RODGERS, PLLC - PO BOX 250, BURGAW, NC 28405 - (910) 259-2615
[HTTP://SHERMANANDRODGERS-PUBLIC.SITAREPOINT.COM/PROPERTY-FORECLOSURE](http://SHERMANANDRODGERS-PUBLIC.SITAREPOINT.COM/PROPERTY-FORECLOSURE)



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: September 6, 2022

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

SUMMARY:

An engineering report was completed in December 2019 evaluating options to ensure sufficient potable water supply to the Hampstead & Scotts Hill area. It was determined and endorsed by the Board, that the best option for the long-term provision of water was the construction of a reverse osmosis water treatment plant in eastern Pender County. Pender County staff has been in search of suitable property for the construction of this facility for over 2 years. While there have been some potential sites identified, various issues have kept us from securing a suitable site.

The DBL and Kauffman properties (PIN 3264-95-5942-0000 and 3264-75-5778-0000) purchased earlier this year by Pender County were initially not considered viable for the plant due to their distance from the US 17 corridor. However, due to the difficulty in finding a suitable site closer to US 17, further consideration has been made and it appears these properties will serve the needs of the project. The additional pipeline costs for this location are approximately \$11 million. However, we would likely spend that much or more for a property in close proximity to US 17, if we are even able to locate an acceptable property. The DBL property is available to us right now.

Staff is seeking the Board's authorization to proceed with planning and design of the RO plant project on these properties. **Rocky Point-Topsail Water & Sewer District will be able to reimburse Pender County for funds paid for each of these properties after the start of construction (likely in 2024) when approved financing becomes available to the project.** Also, there will be areas of the properties that will not be directly used for the project, and those areas can potentially be developed into various park facilities. If this resolution is approved, RPTWSD will work cooperatively with the Pender County Parks & Recreation department to ensure that the needs of both entities are served to the greatest extent possible with these properties.

The RO plant site selection needs to happen as soon as possible. We need to begin a site engineering report within the next 30 days to ensure we meet funding deadlines for a March 2023 submittal. We have \$23.75 million committed to the project so far from NCDWI (\$5M of which is grant money). The project is stagnant right now due to uncertainty of a potential construction site, which may jeopardize funding already approved. The DBL property is "a bird in the hand". From the original evaluation of options, the estimated capital cost of constructing an RO plant was about \$14 million less than the NC 210 parallel pipe option (water source from the existing water plant). The additional piping needed for the RO plant at this site does make these projects closer to each other in cost, but the RO plant option is still better and eliminates the unknowns of what level of GenX/PFAS treatment will become necessary at our existing water plant.

We will need approximately \$80 million total for the project. The \$23.75M already awarded would pay for part of the project (including pipeline construction), but we will need to seek more funding once we have a site and can get a better handle on all costs of the project. We can't even apply for USDA funding until we have a site and engineering report on that site. We are continuing to seek NCDWI funding as well.

Even though it appears that the Holly Shelter Game Land (HSGL) proposed site is not going to be possible, it is worth pursuing BOTH the game lands property AND moving forward with a full evaluation of the DBL site by our consultant. That gives us more options for a path forward. We need to learn more about the sites to ensure at least one of them is viable. Unless we have significant progress with the State approving the Holly Shelter Game Lands property in the very near future, pursuing that option is likely to cost us a lot of time with no success and potential loss of funding due to delays. Existing endangered species, significant wetlands, and a variety of existing federal and private easements limit the viability of HSGL. An approval of this resolution for DBL simply starts the site evaluation and engineering report. We can still shift to HSGL in the unlikely event that all the many pieces fall into place for HSGL within the near future.

Note that the plant layout attached does not show the adjacent 9 acre Kauffman property yet. This map was developed prior to that property being purchased for an additional NC 210 access for the DBL property. We should be able to locate at least one additional well on this property. There is a possibility that we may need a few additional well sites that cannot be located on these properties. That will be evaluated further as we develop the final engineering report for the project (approximately 6 months to complete). If additional well sites are needed, we will seek out 1+ acre well sites in the immediate area to minimize additional piping requirements.

ACTION REQUESTED:

Approve Resolution

ATTACHMENTS:

Resolution

Cost comparisons of 210 (Britton/DBL) site and original site in 2019 report (NCDOT)

Proposed RO Plant Layout on 210 (Britton/DBL) site

Map comparing pipeline requirements of 210 (Britton/DBL) site and original site in 2019 report (NCDOT)



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

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

Resolution Allowing the Proposed Rocky Point-Topsail Water and Sewer District RO Plant Project to be Constructed on the Recently Purchased County Property on NC 210

WHEREAS, The Rocky Point-Topsail Water and Sewer District has a need for additional water capacity in the Hampstead/Scotts Hill area to support its existing and future customers, and the District is seeking a suitable site to enable design and construction to proceed, and

WHEREAS, The Rocky Point-Topsail Water and Sewer District has received partial funding for the project which will allow reimbursement for the purchase of property for the project, and

WHEREAS, Pender County has recently purchased property along NC 210 (PIN 3264-95-5942-0000 and 3264-75-5778-0000) which appears to be suitable for the RO plant and wellfields site.

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

That the Board approves the use of the county properties noted above for design, construction, and operation of a reverse osmosis water plant and wellfield for the Rocky Point-Topsail Water and Sewer District. The District shall reimburse Pender County for the purchase price of the properties at such time that project funds are available for use from the financing agency. The District shall also make available portions of the properties that are not needed for the plant and wells to be utilized for potential park facilities by the county.

The Board directs all County officers and employees to take all such further action as they may consider appropriate in furtherance of the purposes of this resolution.

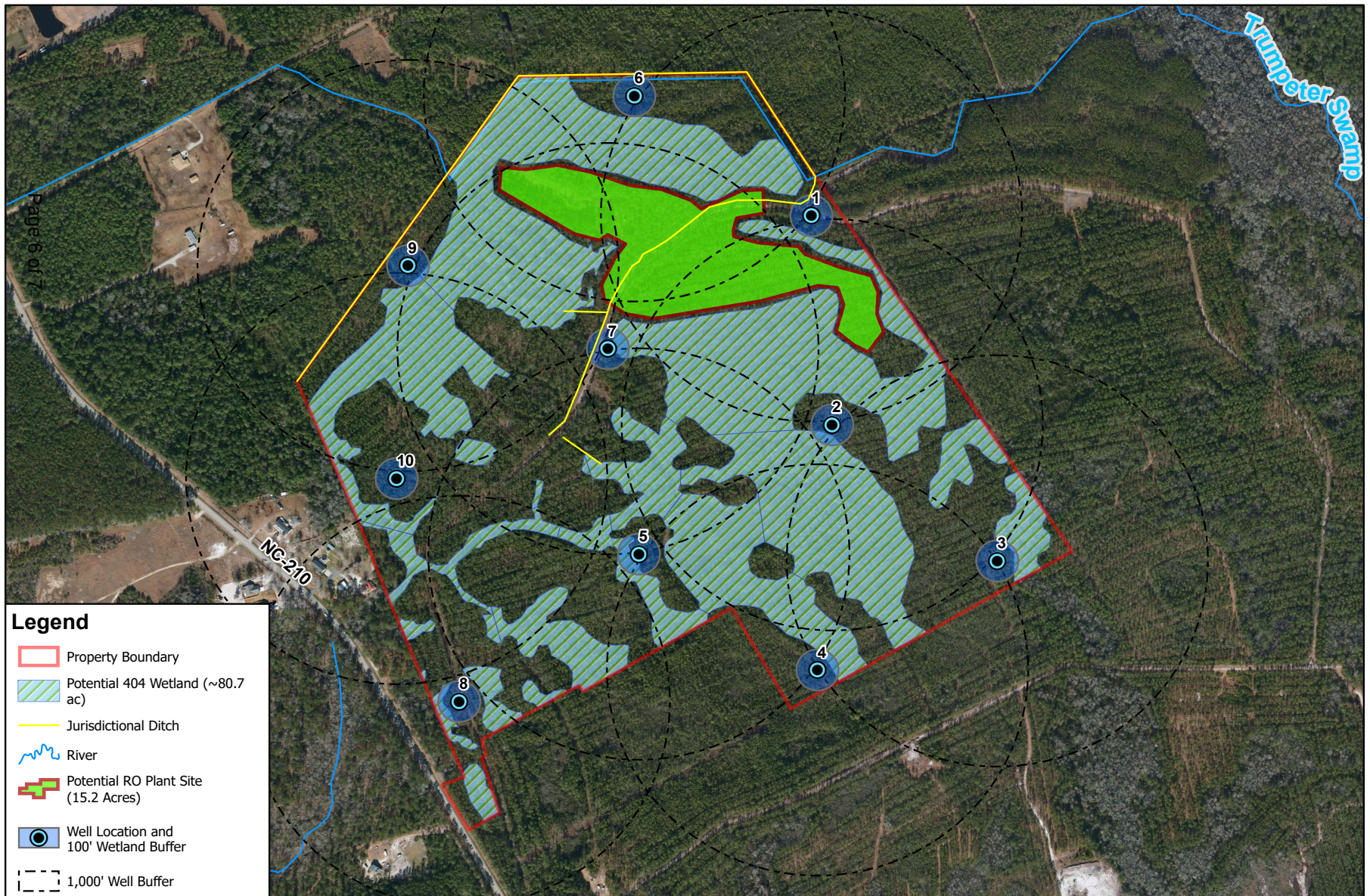
Adopted this 6th day of September 2022.

Jacqueline A. Newton, Chairman
Pender County Board of Commissioners

ATTEST:

Tera Cline
Clerk to the Board

PCU RO WTP SITES: ESTIMATED PIPELINE COSTS (2022 DOLLARS)						
SITE	LENGTH (Ft)	DIA. (In.)	\$/FT	TOTAL \$\$	DESCRIPTION	COMMENTS
NCDOT SITE	15,840	24	\$757	\$11,990,880	24" PVC, 3' cover, open cut, DIP fittings.	From WTP site to Hwy210/Hwy17 intersection
	400	24	\$1,910	\$764,000	24" PVC HDD.	Assume 1 trenchless crossing using HDD
	26,400	12	\$275	\$7,260,000	12" Concentrate Line	Discharge location same as Britton site from NCDOT property to Hampstead Marina
	1,200	12	\$1,200	\$1,440,000	12" PVC HDD	Assume 3 trenchless crossings using HDD
			TOTAL	\$21,454,880		
BRITTON SITE	31,680	24	\$757	\$23,981,760	24" PVC, 3' cover, open cut, DIP fittings.	From Britton site to Hwy 210/Hwy 17 intersection
	800	24	\$1,910	\$1,528,000	24" PVC HDD. 400' each	Assume 2 trenchless crossings using HDD
	10,560	12	\$275	\$2,904,000	12" Concentrate Line	Discharge location from connection at ex. 12" at 210/17 intersection to Hampstead Marina
	800	12	\$1,200	\$960,000	12" PVC HDD	Assume 2 trenchless crossings using HDD
	31,680	12	\$100	\$3,168,000	INSPECT EX. 12" DIP. DISCONNECT SERVICES.	ALLOWANCE FOR UNKNOWN CONDITIONS OF EX. 12" DIP
			TOTAL	\$32,541,760		



0 600 1,200 Feet
1 inch = 600 feet

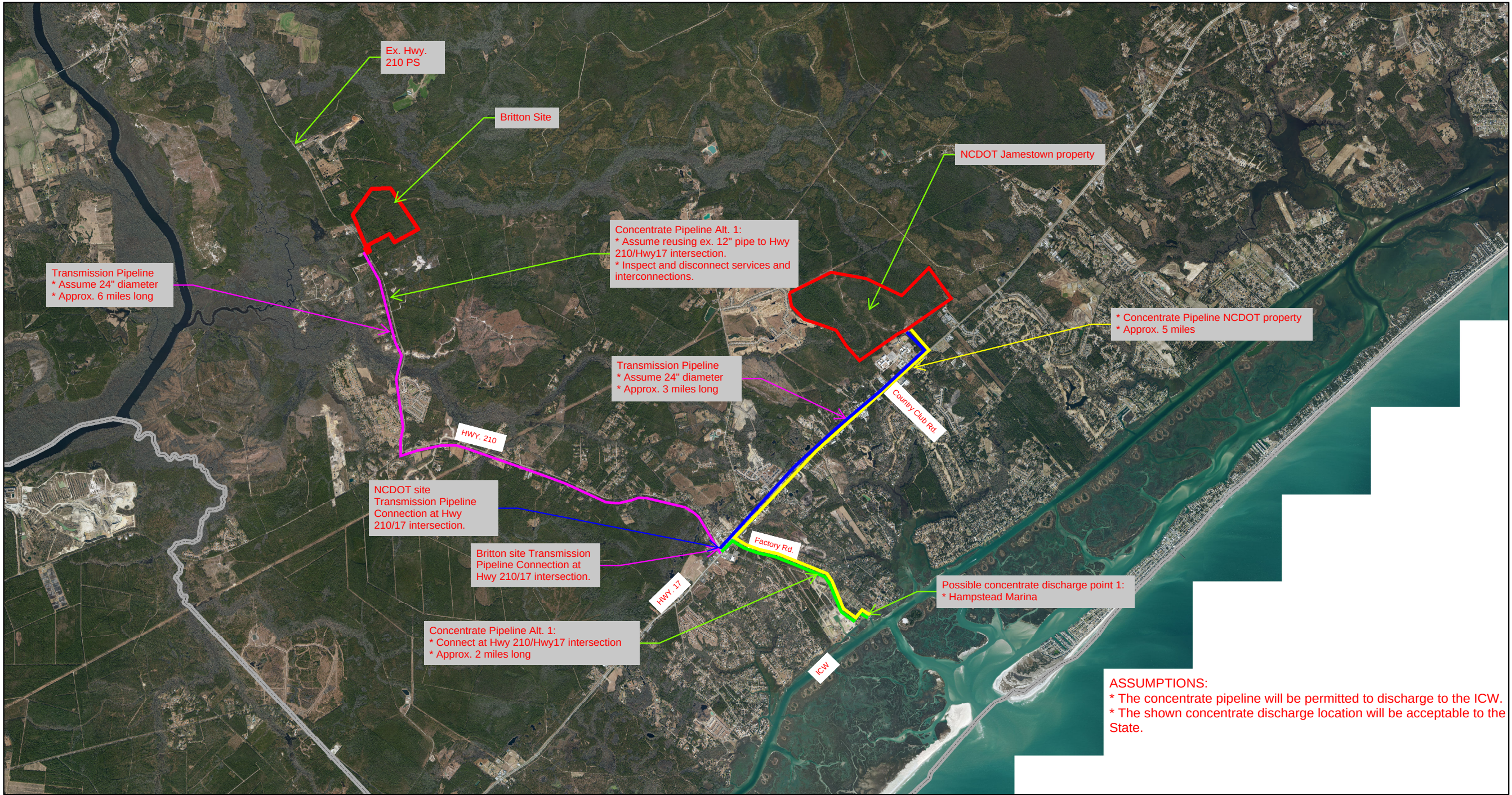
**CDM
Smith**

Preliminary Britton Woodlands Plant Site

RO Plant Site Evaluation

Pender County Utilities

Eastern Pender Water System Improvements



PIN: 3264-95-5942-0000

Owner:

Deed Ref: /

Property

Address:

Description:

Sale Price:

Sale Date: LAST_SALE_DATE

Plat:

Account No:

Township:

Subdivision:

Tax Codes:

NBRHD:

Acres:

Land Value:

Building Value:

Total value:

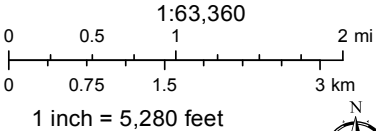
Deferred Value:

Exempt Amount:

PCL Class:

Heated Sq Feet:

Pender County



August 22, 2022





Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: September 6, 2022
SUBJECT: Approval of Budget Ordinance Amendment and Purchase Order for 48" Leak Repair on LCFWASA Raw Water Main

SUMMARY:

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.

ACTION REQUESTED:

Approve Budget Ordinance Amendment and Associated Purchase Order for Raw Water Main Repairs

ATTACHMENTS:

Budget Ordinance Amendment
Invoice from LCFWASA

Pender County Budget Ordinance Amendment

Page 2 of 4

Date Tuesday, September 6, 2022

Board Meeting Date (If Applicable) Tuesday, September 6, 2022

Fiscal Year FY 2022-2023 Fund 72 - RP/T W&S

Division, Program, Project, etc. LCFWASA 48" Raw Water Main Repair Department 072 - WATER OPERATIONS

Purpose of Request

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.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	72-399000	Water Unappropriated Fund Balance	343775.03
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-401600	Maintenance/Repair-Equipment	343775.03
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

	Account # (ORG-OBJECT)	Account Description	Amount
12			
13			

Total Revenues

343775.03

Total Expenditures

343775.03

Budget Amendment Balances when Zero.

0

Prepared By:

Kenny Keel

Email

kkeel@pendercountync.gov



**Lower Cape Fear
Water & Sewer Authority**
1107 New Pointe Blvd, Suite 17
Leland, North Carolina 28451

Invoice

Date	Invoice #
8/18/2022	604

Bill To

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

Terms: Due by 8/31/2022

Checks payable to Lower Cape Fear Water & Sewer Authority. Deposit to SunTrust Bank 6394.

Description	Price Each	Amount
November 21, 2021 48" Leak Repair - Customer percentage by system utilization	1.00	343,775.03
Dear LCFWASA Partner: Last November, we had a significant leak on our line, and due to limited reserve funding, we have divided the cost of the repair base on utilization percentage. This current invoice reflects your portion of the price for the repair. Don't hesitate to contact Tim Holloman if you have any further questions.		

Water is our Business.

Web Site: www.lcfwasa.org

Phone #	Fax #	E-mail
(910) 383-1919	(910) 383-1949	admin@lcfwasa.gov

Total	\$343,775.03
Payments/Credits	\$0.00
Balance Due	\$343,775.03



Pender County Request Board Approval

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: September 6, 2022

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

SUMMARY:

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.

ACTION REQUESTED:

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



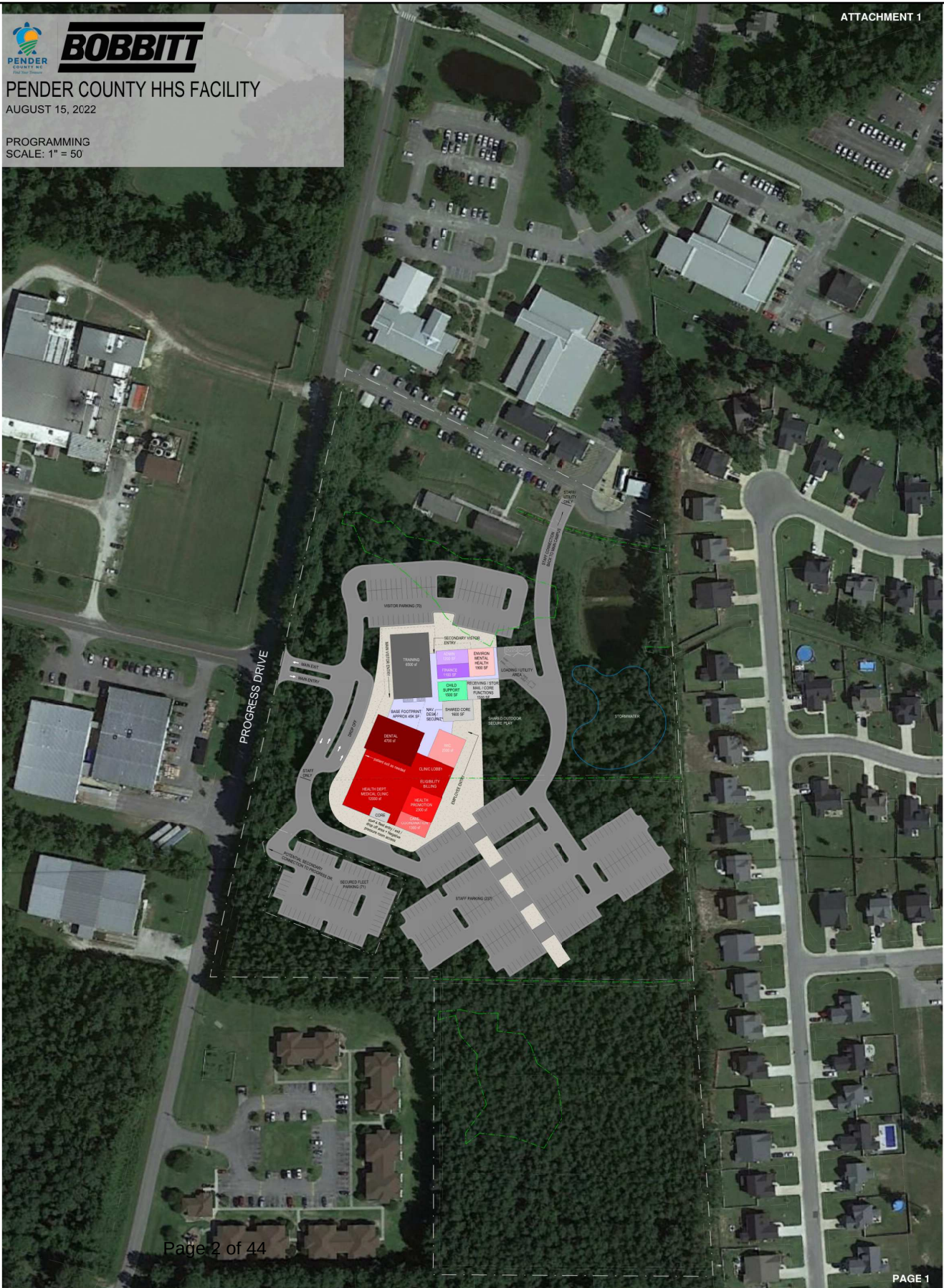
BOBBITT

PENDER COUNTY HHS FACILITY

AUGUST 15, 2022

PROGRAMMING
SCALE: 1" = 50'

ATTACHMENT 1

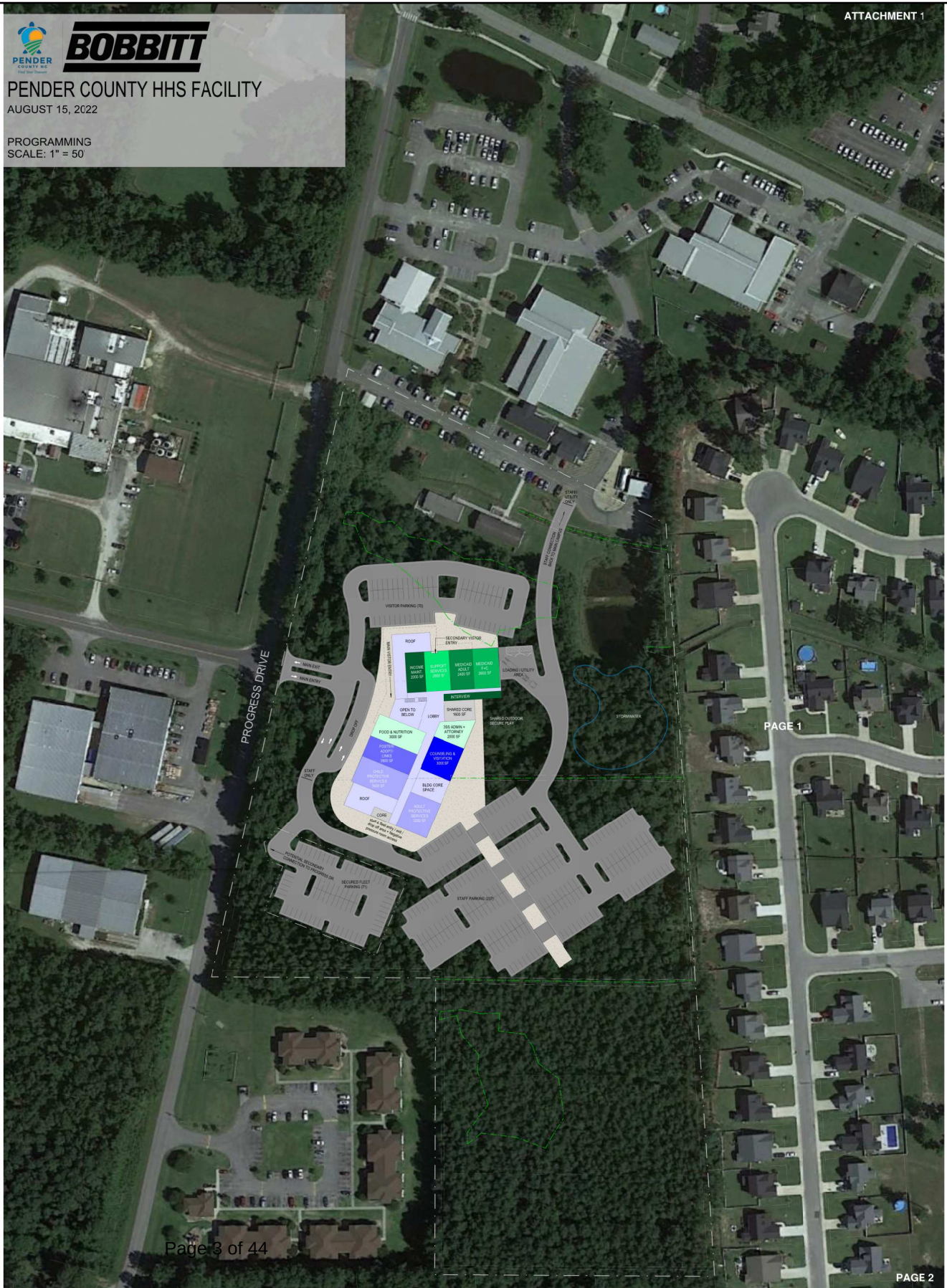


**BOBBITT**

PENDER COUNTY HHS FACILITY

AUGUST 15, 2022

PROGRAMMING
SCALE: 1" = 50'



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BOBBITT

PENDER COUNTY HHS FACILITY

AUGUST 15, 2022

PROGRAMMING
SCALE: 1" = 50'

ATTACHMENT 1



AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 6th day of September in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Pender County
805 S. Walker Street
Burgaw, NC 28425

and the Design-Builder:
(Name, legal status, address and other information)

Bobbitt Construction, Inc.
600 Germantown Road
Raleigh, NC 27607

for the following Project:
(Name, location and detailed description)

Design and Construction of the new approximately 70,000 SF Health and Human Services Facility with all architectural designs, and structural, mechanical, plumbing, fire suppression, electrical, and civil engineering.
New facility and associated site work to be located on current Pender County property behind 803 S. Walker Street, Burgaw, NC.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder agree as follows.

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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
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14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Attachment 1- Bobbitt Conceptual Site and Building Programming Plan dated August 15, 2022.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

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(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Attachment 1- Bobbitt Conceptual Site and Building Programming Plan dated August 15, 2022.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Approximately 70,000 SF Facility with associated parking and drive lanes. See Attachment 1- Bobbitt Conceptual Site and Building Programming Plan dated August 15, 2022.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

The overall Design and Construction Cost of the Project is estimated by Bobbitt Construction, Inc. as of August 15, 2022 to be between \$24.6 million dollars and \$28.4 million dollars. The Project Cost will have a "not to exceed" Guaranteed Maximum Price (GMP) within the range mentioned above and be calculated on a cost-plus basis with a contingency. The **Design Costs** portion of the Project, (Civil Engineering, Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection Engineering, Electrical Engineering) are calculated as 10% of the Project Cost. The Project Cost will be re-estimated throughout each phase of the design process (Programming, Schematic Design, Design Development, Construction Documents) in order for the GMP to be maintained. The **Design Costs** portion of the Project are broken down per the phases of the design process as follows:
Programming – 10%
Schematic Design – 30%
Design Development – 25%
Construction Documents – 20%
Contract Administration – 15%

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Anticipated Completion of Plans for permitting 06-23-23

.2 Submission of Design-Builder Proposal:

05-06-22 RFQ Response

.3 Phased completion dates:

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If any, to be determined when the Plans are completed

.4 Substantial Completion date:

To be determined once Plans are completed and all permits are in hand – Owner desires Substantial Completion to be July 1, 2025.

.5 Other milestone dates:

N/A

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

Bobbitt A & E, 600 Germantown Road, Raleigh, NC 27607

.2 Consultants

Civil Engineering – Cape Fear Engineering, Inc., 151 Poole Road #100, Leland, NC 28451
Structural Engineering – Lynch Mykins Structural Engineers, PC, 301 N West St. #105, Raleigh, NC 27603
Mechanical, Electrical, Plumbing, Fire Suppression Engineering – Optima Engineering, Wells Fargo Capital Center, 150 Fayetteville St. #520, Raleigh, NC 27601

.3 Contractors

Bobbitt Construction, Inc., 600 Germantown Road, Raleigh, NC 27607

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

N/A

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Carolyn Moser

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Health & Human Services Director
803 S. Walker Street
Burgaw, NC 26425
cmoser@pendercountync.gov
(910) 259-1499

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

N/A

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

N/A

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Tim Murphy and/or Andy Speck
Bobbitt Construction, Inc.
600 Germantown Road
Raleigh, NC 27607
919-851-1980
tmurphy@bobbitt.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 14.4
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

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§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

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ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

The overall Design and Construction Cost of the Project is estimated by Bobbitt Construction, Inc. as of August 15, 2022 to be between \$24.6 million dollars and \$28.4 million dollars. The Project Cost will have a "not to exceed" Guaranteed Maximum Price (GMP) within the range mentioned above and be calculated on a cost-plus basis with a contingency. The **Design Costs** portion of the Project, (Civil Engineering, Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection Engineering, Electrical Engineering) are calculated as 10% of the Project Cost. The Project Cost will be re-estimated throughout each phase of the design process (Programming, Schematic Design, Design Development, Construction Documents) in order for the GMP to be maintained. The **Design Costs** portion of the Project are broken down per the phases of the design process as follows:

Programming – 10%
Schematic Design – 30%
Design Development – 25%
Construction Documents – 20%
Contract Administration – 15%

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of eight percent (8 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

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1.5 % per month

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.4.1 Notwithstanding any other provisions of the Contract Documents, the Owner and Contractor agree that neither the Contract Time nor Contract Sum assume any adverse impacts from force majeure events including, but not limited to, the COVID-19 virus. Potential impacts from these events include, but are not limited to, government-ordered work stoppages, supply chain disruptions, and the unavailability of labor or materials to the Contractor or its subcontractors or suppliers. Notwithstanding any other provisions of any Contract Document, to the extent that said events delay or disrupt the Work or result in material price escalations, the Contract Time and Contract Sum shall be increased accordingly. Amounts will only be changed pursuant to a Change Order approved by Owner and Contractor.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

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§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

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§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or

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anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

- § 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:

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(List additional information, if any, to be included in the Design-Builder's written report.)

See Attachment 1- Space Needs Analysis and Master Plan for Pender County - as a reference.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, a Contingency and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the

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Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Exhibit A Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of

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the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before

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commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Owner must give the Design-Builder at least 24 hours' notice prior to accessing the work site. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

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§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the

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Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee of 8%; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing

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a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Design-Builder shall purchase and maintain Builder's Risk insurance as required for the duration of the construction phase of the project. Builder's Risk insurance will be included in the project cost of work.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

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§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Exhibit A Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

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.7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

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appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

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- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material

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or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner

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has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

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§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

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§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

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§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

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§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a

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response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

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§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

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§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .6 Other:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

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Additions and Deletions Report for AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:58:23 ET on 08/22/2022.

PAGE 1

AGREEMENT made as of the 6th day of September in the year 2022

...

Pender County
805 S. Walker Street
Burgaw, NC 28425

...

Bobbitt Construction, Inc.
600 Germantown Road
Raleigh, NC 27607

...

Design and Construction of the new approximately 70,000 SF Health and Human Services Facility with all architectural designs, and structural, mechanical, plumbing, fire suppression, electrical, and civil engineering. New facility and associated site work to be located on current Pender County property behind 803 S. Walker Street, Burgaw, NC.

PAGE 2

See Attachment 1- Bobbitt Conceptual Site and Building Programming Plan dated August 15, 2022.

PAGE 3

See Attachment 1- Bobbitt Conceptual Site and Building Programming Plan dated August 15, 2022.

...

Approximately 70,000 SF Facility with associated parking and drive lanes. See Attachment 1- Bobbitt Conceptual Site and Building Programming Plan dated August 15, 2022.

...

N/A

...

N/A

...

The overall Design and Construction Cost of the Project is estimated by Bobbitt Construction, Inc. as of August 15, 2022 to be between \$24.6 million dollars and \$28.4 million dollars. The Project Cost will have a "not to exceed" Guaranteed Maximum Price (GMP) within the range mentioned above and be calculated on a cost-plus basis with a contingency. The **Design Costs** portion of the Project, (Civil Engineering, Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection Engineering, Electrical Engineering) are calculated as 10% of the Project Cost. The Project Cost will be re-estimated throughout each phase of the design process (Programming, Schematic Design, Design Development, Construction Documents) in order for the GMP to be maintained. The **Design Costs** portion of the Project are broken down per the phases of the design process as follows:

Programming – 10%
Schematic Design – 30%
Design Development – 25%
Construction Documents – 20%
Contract Administration – 15%

...

Anticipated Completion of Plans for permitting 06-23-23

...

05-06-22 RFQ Response

PAGE 4

If any, to be determined when the Plans are completed

...

To be determined once Plans are completed and all permits are in hand – Owner desires Substantial Completion to be July 1, 2025.

...

N/A

...

Bobbitt A & E, 600 Germantown Road, Raleigh, NC 27607

...

Civil Engineering – Cape Fear Engineering, Inc., 151 Poole Road #100, Leland, NC 28451
Structural Engineering – Lynch Mykins Structural Engineers, PC, 301 N West St. #105, Raleigh, NC 27603

Mechanical, Electrical, Plumbing, Fire Suppression Engineering – Optima Engineering, Wells Fargo Capital Center, 150 Fayetteville St. #520, Raleigh, NC 27601

Bobbitt Construction, Inc., 600 Germantown Road, Raleigh, NC 27607

...

N/A

...

Carolyn Moser
Health & Human Services Director

803 S. Walker Street
Burgaw, NC 26425
cmoser@pendercountync.gov
(910) 259-1499

PAGE 5

N/A

...

N/A

...

Tim Murphy and/or Andy Speck
Bobbitt Construction, Inc.
600 Germantown Road
Raleigh, NC 27607
919-851-1980
tmurphy@bobbitt.com

...

[☒] Litigation in a court of competent jurisdiction

PAGE 7

The overall Design and Construction Cost of the Project is estimated by Bobbitt Construction, Inc. as of August 15, 2022 to be between \$24.6 million dollars and \$28.4 million dollars. The Project Cost will have a "not to exceed" Guaranteed Maximum Price (GMP) within the range mentioned above and be calculated on a cost-plus basis with a contingency. The Design Costs portion of the Project, (Civil Engineering, Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection Engineering, Electrical Engineering) are calculated as 10% of the Project Cost. The Project Cost will be re-estimated throughout each phase of the design process (Programming, Schematic Design, Design Development, Construction Documents) in order for the GMP to be maintained. The Design Costs portion of the Project are broken down per the phases of the design process as follows:

Programming – 10%
Schematic Design – 30%
Design Development – 25%
Construction Documents – 20%
Contract Administration – 15%

...

N/A

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of eight percent (8 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

PAGE 8

1.5 % per month

...

§ 3.1.4.1 Notwithstanding any other provisions of the Contract Documents, the Owner and Contractor agree that neither the Contract Time nor Contract Sum assume any adverse impacts from force majeure events including, but not limited to, the COVID-19 virus. Potential impacts from these events include, but are not limited to, government-ordered work stoppages, supply chain disruptions, and the unavailability of labor or materials to the Contractor or its subcontractors or suppliers. Notwithstanding any other provisions of any Contract Document, to the extent that said events delay or disrupt the Work or result in material price escalations, the Contract Time and Contract Sum shall be increased accordingly. Amounts will only be changed pursuant to a Change Order approved by Owner and Contractor.

PAGE 12

See Attachment 1- Space Needs Analysis and Master Plan for Pender County - as a reference.

...

- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, a Contingency and other items that comprise the Contract Sum;

PAGE 13

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Exhibit A Design-Build Amendment.

PAGE 15

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Owner must give the Design-Builder at least 24 hours' notice prior to accessing the work site. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

PAGE 17

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; fee of 8%; or

PAGE 19

§ 7.2.10 ~~The Owner shall purchase and maintain insurance as set forth in Exhibit B.~~ Design-Builder shall purchase and maintain Builder's Risk insurance as required for the duration of the construction phase of the project. Builder's Risk insurance will be included in the project cost of work.

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The Contract Sum is stated in the Exhibit A Design-Build Amendment.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:58:23 ET on 08/22/2022 under Order No. 2114346989 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: September 6, 2022

SUBJECT: 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.

SUMMARY:

In the past, it has been determined that the Board of County Commissioners will award a retiring Sheriff or Sheriff's Deputy his or her service weapon, at no cost, for their service to the citizens of Pender County.

ACTION REQUESTED:

Approval of the attached resolution and award of Glock 22 40 cal (Serial# AEZP 591) handgun to retired Deputy Sherry Lewis.

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



County Manager
Chad McEwen

County Attorney
Carl W. "Trey" Thurman, III

Resolution to Declare a **Glock Model 22 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.**

WHEREAS, North Carolina General Statute § 20-187.2 states "...The governing body of a law enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body;" and

WHEREAS, Sherry Lewis previously worked with Leland Police Department as a patrol officer, is retiring as a Deputy with the Pender County Sheriff's office after 10 years of service to the citizens of Pender County; and

NOW, THEREFORE IT BE RESOLVED by the Pender County Board of Commissioners that the Glock Model 22 (Serial # AEZP 591) handgun carried by Sherry Lewis be declared surplus and awarded to her this 6th day of September 2022 as recognition and in appreciation for the 10 years of dedicated service to the citizens of Pender County.

BE IT FURTHER RESOLVED that the Pender County Board of Commissioners thanks Sherry Lewis for her dedication to serving the citizens of Pender County.





Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: September 6, 2022

SUBJECT: 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.

SUMMARY:

Pender County Sheriff's Office 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.

ACTION REQUESTED:

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



Fairway Ford, Inc.

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

August 15, 2022

Major Collier,

The quote you requested for the 2023 Ford F150 Police Responder is below.

2023 Ford F150 Police Responder with the following requested options:

- (18B) Black Platform Running-boards
- (47P) Police Engine Idle
- (57Q) Rear Window Defroster
- (595) Fog Lamps
- (67P) Remote Keyless Entry
- (924) Privacy Glass
- Police equipment upfit (per your "F150 SSV" specs) prior to delivery

Total including options and upfit: \$53,992.00**

**Quote valid based on order dated July 22, 2022.

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

Respectfully Submitted,

Keith Batson

Financial Services Manager

Fairway Ford, Inc.

Burgaw, NC

Phone: (910) 259-2371

Fax: (910) 259-9638



Fairway Ford, Inc.

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

August 15, 2022

Major Collier,

The quote you requested for the 2023 Ford Police Interceptor Utility / Explorer is below.

2023 Ford Explorer AWD Police Interceptor as per NCSA specifications plus the following requested options:

- (99C) 3.0L Ecoboost
- (67U) Ultimate wiring kit
- (67V) Connector kit
- (51R) Driver Side LED Spotlight
- (55F) 4 FOB Keyless Remote Entry
- (76D) Deflector Plate
- Police equipment upfit (per your "SLICK TOP NO CAGE" specs) prior to delivery

Total including options and upfit: \$56,523**

**Quote valid based on order dated August 10, 2022.

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

Respectfully Submitted,

Keith Batson

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



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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 6, 2022
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3229-00-6934-0000 West Hayes Street, Burgaw

SUMMARY:

Please consider attached documentation of bid for surplus property - parcel number 3229-00-6934-0000 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 \$4,165 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 \$2,105.24.

ACTION REQUESTED:

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

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



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

Auction results for sale of real property

8/15/2022

Dear County Manager,

For your consideration is the results of the auction for 3229-00-6934-0000 on West Hayes Street in Burgaw. Mr. Clifford White of Burgaw was the highest bidder at \$4,165.00. After talking to Mr. White, he has stated his plans for the property is to add it to existing property. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager



Sharon Lear Willoughby
12-11-2014 15:15:12.000 Register of Deeds
NC REVENUE STAMP: \$ 10.00 Pender County, NC
(#77760)

Barcode: 12-11-2014 15:15:12.000
B4506 P0292
Sharon Lear Willoughby
Pender County, NC Register of Deeds page 1 of 2

Excise Tax \$10.00	Return after recording to → Sherman & Rodgers, PLLC
Parcel ID # 3229-00-6934-0000	Prepared by PO Box 250 Richard T. Rodgers, Jr. Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX →

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
12/11/2014

**COMMISSIONER'S
DEED**

Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28425
"Grantor"	"Grantee"

Enter in appropriate block for each Grantor and Grantee: title vesting name, mailing address, and, if appropriate, character of entity, (e.g., corporation, partnership, trust, unincorporated association, etc.)

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding filed at 13-CVS-864; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 08/22/2014, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land for the sum of \$1,957.14; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

Lot 19 in Block C of View Point as listed in the name of Addie E. McKoy by Eula Shiver, agent, in the office of the Pender County Auditor.

Parcel ID: 3229-00-6934-0000



84506 P0293 12-11-2014
15:15:12.000
Pender County, NC Register of Deeds page 2 of 2
Sharon Lear Willoughby PROP

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

USE BLACK INK ONLY

(Seal)

Richard T. Rodgers, Jr., Commissioner

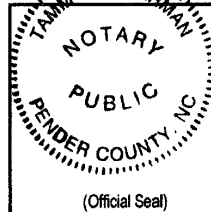
By: _____

Title

By: _____

Title

(Seal)



My commission expires April 1, 2018
My Commission Expires April 1, 2018

STATE OF NORTH CAROLINA, PENDER COUNTY

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by (name evidence here)

_____ and signed this document in my presence: name(s)
of principal(s).

Richard T. Rodgers, Jr., Commissioner

↓ ↓ Official Signature of Notary ↓ ↓

Tammy C. Sherman

← Printed (or typed) Name of Notary

Date:

STATE OF NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE

COUNTY OF PENDER

2014 DEC 12 AM 8:37

SUPERIOR COURT DIVISION

PENDER COUNTY and TOWN OF
BURGAW

COURT FILE #: 13-CVS-864

PENDER CO., C.S.C.

Plaintiff(s),

v.

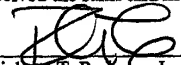
BY

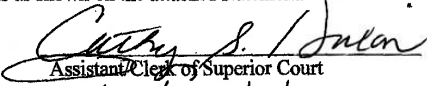
ADDIE LOU LUTHER (A.K.A. ADDIE
SHIVER LUTHER), owner et. al.

Defendant(s).

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 shown on the attached statement.


Richard T. Rodgers, Jr., Commissioner


Assistant Clerk of Superior Court

12/12/14
Date of Audit and Approval

SV - 3229-00-6934-0000 - 13-CVS-864 - Shiver

ProTAX is a division of SHERMAN & RODGERS, PLLC - PO Box 250, BURGAW, NC 28405 - (910) 259-2615
[HTTP://SHERMANANDRODGERS-PUBLIC.SHAREPOINT.COM/PROPERTY-FORCLOSURE](http://SHERMANANDRODGERS-PUBLIC.SHAREPOINT.COM/PROPERTY-FORCLOSURE)

Report of Sale Calculations for - 3229-00-6934-0000

Item	Incoming	Outgoing	Prepaid by Cty
Purchaser	\$2,105.24		
Pender County - Costs (court filings)			\$220.00
Pender County - Costs (service)			\$75.00
Pender County - Costs (publications)			\$86.00
Pender County ROD (revenue stamps)		\$10.00	
Pender County - Deed Filing Fees		\$26.00	
Pender County - Taxes			\$309.63
Sherman & Rodgers - Costs Advanced		\$43.25	
Sherman & Rodgers - Legal Fees		\$800.00	
Sherman & Rodgers - Commissioner's Fees		\$135.36	
Lawrence Boehling - Guardian ad litem fees		\$200.00	
Lawrence Boehling - Military Attorney fees		\$200.00	
TOTALS		\$1,414.61	\$690.63

Distribution Statement

Check to Pender County - Taxes	\$0.00
Check to Pender County - Costs	\$0.00
Check to Pender County - Publications	\$0.00
Check to Pender Registry	\$36.00
Check to Sherman & Rodgers	\$978.61
Check to Larry Boehling	\$400.00
TOTALS	\$1,414.61

SHERMAN AND RODGERS PLLC OPERATING ACCOUNT

5443

**SHERMAN AND RODGERS PLLC
OPERATING ACCOUNT**
2109 CAPITAL DRIVE SUITE 170
WILMINGTON, NC 28405

PNC Bank, N.A. 940

5443

DATE 12-11-14 AMOUNT \$36.00

Thirty Six and 00/100

PAY TO THE ORDER OF Dender City Register of Deeds

13 US Shiver

[Signature]
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈005443⑈ ⑆054000030⑆ 5321834703⑈

**SHERMAN AND RODGERS PLLC
OPERATING ACCOUNT**
2109 CAPITAL DRIVE SUITE 170
WILMINGTON, NC 28405

PNC Bank, N.A. 940

5442

DATE 12-11-14 AMOUNT 400

Four hundred + 00/100

PAY TO THE ORDER OF Lawrence Boehling

13-015-804-shiver (GAL fees)

[Signature]
AUTHORIZED SIGNATURE

ED Security features. Details on back.

⑈005442⑈ ⑆054000030⑆ 5321834703⑈

120514GIM 2105001

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	P.O. NO.	VOUCHER
12/08/11	230055	#3229-09-8934-0000	1,414.91		
12/08/11	230057	#3237-23-0468-0000	1,744.31		
27383	Sherman & Rodgers		3,158.92		276507



PENDER COUNTY
GENERAL FUND

P.O. BOX 1578
BURGAW, N.C. 28425
PHONE: (910) 259-1282

BANK OF AMERICA
ACH R/T 053000195

CHECK NO. 276507
276507

THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY
THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT.

VENDOR	CHECK DATE	CHECK AMOUNT
27383	12/08/2014	\$3,158.92

*****3,158 DOLLARS AND 92 CENTS

VOID AFTER 180 DAYS

PAY

TO THE ORDER OF **Sherman & Rodgers**
P O Box 250
BURGAW

NC 28425

I Can't Write
CHIEF ENFORCEMENT OFFICER
Ada M. Ammons
FOURTH GRADE

№ 276507 № 053000196 № 000609000305 №

Pender County - Real Estate, NC
805 S Walker St
PO Box 1578
Burgaw, NC 28425-5001

Bill of Sale Date: 12 Aug 2022
Asset ID: 5

Bill of Sale ID: 81220225
Inventory ID: 3229-00-6934-0000

Description of Property	Award Amount
TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT	4165.00

Asset Information



Year: **Make/Brand:** **Model:** **VIN/Serial:** 3229-00-6934-0000
Meter: **Title Restriction:** Not Applicable

Sale Information

Actual Sold Amount:	USD \$4,165.00	Paid On: 12 Aug 2022 Wire Transfer
Other Amount:	USD \$0.00	Other Amount Description:
Buyer's Premium:	USD \$312.37	
Total Amount:	USD \$4,477.37	

Clifford White
PO Box 433
313 S Bodenheimer St
Burgaw, NC 28425
USA
cswjr313@gmail.com
9104717880

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____
Print Name: _____
Date: _____

Andy Devane

From: ClientServices@govdeals.com
Sent: Friday, August 12, 2022 2:20 PM
To: Andy Devane
Cc: Andy Devane
Subject: [External]GovDeals Seller's Certificate: 5-0812221418-22325

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.

Congratulations, Pender County - Real Estate, NC has sold another item on the GovDeals Auction Server.

BUYER (#2675712)		SELLER (#22325)	
Name:	Clifford White	Agency:	Pender County - Real Estate, NC
Company:	White, Clifford	Contact:	Andy Devane
Title To:	Clifford White	Phone:	910-259-1467
Phone:	910-471-7880	Fax:	910-259-1574
Email:	cswjr313@gmail.com	Email:	adevane@pendercountync.gov
Address:	PO Box 433 313 S Bodenheimer St Burgaw, NC 28425	Address:	805 S Walker St PO Box 1578 Burgaw, NC 28425-5001

ITEM INFORMATION FOR ASSET ID: 5			
Item:	TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT		
Pick Up Location:	805 S Walker St, PO Box 1578, Burgaw, NC 28425-5001		
Inventory ID:	3229-00-6934-0000	Account ID:	22325
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	3229-00-6934-0000	Model Year:	Not Provided
Meter:	Not Provided	Title Restrictions:	Not Applicable

Date	Item		Amount
12 Aug 2022 02:18 PM ET	TAX FORECLOSURE SALE- WOODED RESIDENTIAL LOT		USD \$4,165.00
	Buyer's Premium	7.50%	USD \$312.37
		Total	USD \$4,477.37

Payment Instructions:

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the [My Bids](#) section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.
3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the [Probation FAQ](#).

SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit [Liquidity Services' Tax Exemption Submission Tool](#).

Removal Instructions:

*****SHIPPING IS NOT AVAILABLE*****

The buyer is responsible for all aspects of pick-up / removal, including but not

limited to packing, loading, transportation and exporting. **Note: Shipping is NOT available.**

Removal is by appointment only. All items must be picked-up / removed within 10 (ten) business days from auction closure, unless otherwise stated in the asset description. If any item(s) is not removed within the allotted timeframe, the item(s) may be declared abandoned.

At the time of pick-up / removal, you will be required to present the seller with a copy of your Buyer's Certificate and/or bill of sale, and potentially other documentation (e.g., copy of driver's license, [Authorization of Release](#), etc). When making a removal appointment, please confirm with the seller what is needed to release the item(s).

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description:

Located on West Hayes street in Burgaw, North Carolina is a 0.16 acre wooded lot. It is the buyer's responsibility to investigate the property prior to bidding. Winning bid is subject to seller approval. Pender County reserves the right to accept or decline any and all bids. In addition to the winning bid, the winning bidder will pay all closing costs including the seller's representation fee of \$400.

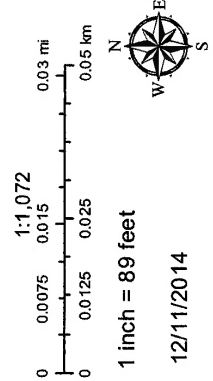


Pender County

Acre: 0
Land Value:
Building Value:
Total value:
Deferred Value:
Exempt Amount: 6635
PCL Class: EX-1
Heated Sq Feet:

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: 00010094
Account No: 816789
Township: BURGAW
Subdivision: VIEW POINT
Tax Codes: G01 C52 R40

PIN: 3229-00-6934-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4506/292
Property Address:
Description: L 19 PB 1/94 VIEW POINT





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

TO: Board of County Commissioners
FROM: Meg Blue
DATE: September 6, 2022
SUBJECT: Approval of Offer & Authorize Closing Process for Sale of Surplus
Property - Parcel 3229-00-5992-0000 West Hayes Street, Burgaw

SUMMARY:

Please 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.

ACTION REQUESTED:

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

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



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

Auction results for sale of real property

8/15/2022

Dear County Manager,

For your consideration is the results of the auction for 3229-00-5992-0000 on West Hayes Street in Burgaw. Mr. Clifford White of Burgaw was the highest bidder at \$7,951.00. After talking to Mr. White, he has stated his plans for the property is to add it to existing property. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager





B4508 P0070 12-15-2014 15:19:45.000
Sharon Lear Willoughby PROP
Pender County, NC Register of Deeds page 1 of 2

Sharon Lear Willoughby Register of Deeds
12-15-2014 15:19:45.000 Pender County, NC
NC REVENUE STAMP: \$ 8.00 (#77873)

Excise Tax \$8.00	Return after recording to → Sherman & Rodgers, PLLC
Parcel ID # 3229-00-5992-0000	Prepared by PO Box 250 Richard T. Rodgers, Jr. Burgaw, NC 28425 ✓

BRIEF DESCRIPTION FOR INDEX →

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
12/15/2014

COMMISSIONER'S
DEED

Richard T. Rodgers, Jr., Commissioner Sherman & Rodgers, PLLC PO Box 250 Burgaw, NC 28425	Pender County PO Box 5 Burgaw, NC 28425
"Grantor"	"Grantee"

Enter in appropriate block for each Grantor and Grantee: title vesting name, mailing address, and, if appropriate, character of entity. (e.g., corporation, partnership, trust, unincorporated association, etc.)

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding filed at 13-CVS-859; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 09/19/2014, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land for the sum of \$1,807.85; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

Lot 20 in Block C of View Point as listed in the name of Addie E. McKoy by Eula Shiver, agent, in the office of the Pender County Auditor.

Parcel ID: 3229-00-5992-0000



B4508 P0071 12-15-2014
Sharon Lear WilloughbyPROP
Pender County, NC Register of Deeds page 2 of 2

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

USE BLACK INK ONLY

(Seal)

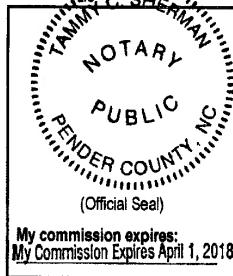
Richard T. Rodgers, Jr., Commissioner

By:

Title

By:

(Seal)



STATE OF NORTH CAROLINA, PENDER COUNTY

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by (name evidence here) personal knowledge and signed this document in my presence: name(s) of principal(s).

Richard T. Rodgers, Jr., Commissioner

↓ ↓ Official Signature of Notary ↓ ↓

Tammy C. Sherman

← Printed (or typed) Name of Notary

12-15-14

Date:

Report of Sale Calculations for - 3229-00-5992-0000

Item	Incoming	Outgoing	POC
Purchaser	\$1,130.15		
Pender County - Costs (court filings)			\$220.00
Pender County - Costs (service)			\$75.00
Pender County - Costs (publications)			\$84.40
Pender County ROD (revenue stamps)		\$8.00	
Pender County - Deed Filing Fees		\$26.00	
Pender County & Burgaw - Taxes			\$309.63
Sherman & Rodgers - Costs Advanced		\$70.75	
Sherman & Rodgers - Legal Fees		\$535.00	
Sherman & Rodgers - Commissioner's Fees		\$90.40	
Lawrence Boehling - Guardian ad litem fees		\$200.00	
Lawrence Boehling - Military Attorney fees		\$200.00	
TOTALS		\$1,130.15	\$689.03

Distribution Statement

Check to Pender County - Taxes	\$0.00
Check to Pender County - Costs	\$0.00
Check to Pender County - Publications	\$0.00
Check to Town of Burgaw - Taxes	\$0.00
Check to Pender Registry	\$34.00
Check to Sherman & Rodgers	\$696.15
Check to Larry Boehling	\$400.00

Pender County - Real Estate, NC
805 S Walker St
PO Box 1578
Burgaw, NC 28425-5001

Bill of Sale Date: 12 Aug 2022
Asset ID: 4

Bill of Sale ID: 81220224
Inventory ID: 3229-00-5992-0000

Description of Property	Award Amount
TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT	7951.00

Asset Information



Year: **Make/Brand:** **Model:** **VIN/Serial:** 3229-00-5992-0000
Meter: **Title Restriction:** Not Applicable

Sale Information

Actual Sold Amount:	USD \$7,951.00	Paid On: 12 Aug 2022 Wire Transfer
Other Amount:	USD \$0.00	Other Amount Description:
Buyer's Premium:	USD \$596.32	
Total Amount:	USD \$8,547.32	

Clifford White
PO Box 433
313 S Bodenheimer St
Burgaw, NC 28425
USA
cswjr313@gmail.com
9104717880

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____
Print Name: _____
Date: _____

Andy Devane

From: ClientServices@govdeals.com
Sent: Friday, August 12, 2022 2:17 PM
To: Andy Devane
Cc: Andy Devane
Subject: [External]GovDeals Seller's Certificate: 4-0812221415-22325

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.

Congratulations, Pender County - Real Estate, NC has sold another item on the GovDeals Auction Server.

BUYER (#2675712)		SELLER (#22325)	
Name:	Clifford White	Agency:	Pender County - Real Estate, NC
Company:	White, Clifford	Contact:	Andy Devane
Title To:	Clifford White	Phone:	910-259-1467
Phone:	910-471-7880	Fax:	910-259-1574
Email:	cswjr313@gmail.com	Email:	adevane@pendercountync.gov
Address:	PO Box 433 313 S Bodenheimer St Burgaw, NC 28425	Address:	805 S Walker St PO Box 1578 Burgaw, NC 28425-5001

ITEM INFORMATION FOR ASSET ID: 4			
Item:	TAX FORECLOSURE SALE-WOODED RESIDENTIAL LOT		
Pick Up Location:	805 S Walker St, PO Box 1578, Burgaw, NC 28425-5001		
Inventory ID:	3229-00-5992-0000	Account ID:	22325
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	3229-00-5992-0000	Model Year:	Not Provided
Meter:	Not Provided	Title Restrictions:	Not Applicable

Date	Item		Amount
12 Aug 2022 02:15 PM ET	TAX FORECLOSURE SALE- WOODED RESIDENTIAL LOT		USD \$7,951.00
	Buyer's Premium	7.50%	USD \$596.32
		Total	USD \$8,547.32

Payment Instructions:

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the [My Bids](#) section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.
3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the [Probation FAQ](#).

SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit [Liquidity Services' Tax Exemption Submission Tool](#).

Removal Instructions:

*****SHIPPING IS NOT AVAILABLE*****

The buyer is responsible for all aspects of pick-up / removal, including but not

limited to packing, loading, transportation and exporting. **Note: Shipping is NOT available.**

Removal is by appointment only. All items must be picked-up / removed within 10 (ten) business days from auction closure, unless otherwise stated in the asset description. If any item(s) is not removed within the allotted timeframe, the item(s) may be declared abandoned.

At the time of pick-up / removal, you will be required to present the seller with a copy of your Buyer's Certificate and/or bill of sale, and potentially other documentation (e.g., copy of driver's license, [Authorization of Release](#), etc). When making a removal appointment, please confirm with the seller what is needed to release the item(s).

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with Liquidity Services WILL BE LOCKED.

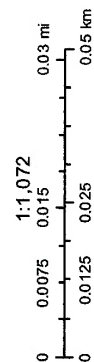
Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description:

Located on West Hayes street in Burgaw, North Carolina is a 0.16 acre wooded lot. It is the buyer's responsibility to investigate the property prior to bidding. Winning bid is subject to seller approval. Pender County reserves the right to accept or decline any and all bids. In addition to the winning bid, the winning bidder will pay all closing costs including the seller's representation fee of \$400.



Pender County



1 inch = 89 feet

12/15/2014

Acres: 0
Land Value: \$6,635
Building Value: \$0
Total value: \$6,635
Deferred Value: \$0
Exempt Amount: 6635
PCL Class: EX-1
Heated Sq Feet:

Sale Price: \$4,000
Sale Date: LAST_SALE_DATE
Plat: 00010094
Account No: 816789
Township: BURGAW
Subdivision: VIEW POINT
Tax Codes: G01 C52 R40

PIN: 3229-00-5992-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425
Deed Ref: 4508/070

Property Address:
Description: L 20, BK C, PB 1/94 VIEW POINT



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

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 6, 2022
SUBJECT:	Approval of Offer & Authorize Closing Process for Sale of Surplus Property - Parcel 3228-49-6937-0000 near Industrial Drive, Burgaw

SUMMARY:

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.

ACTION REQUESTED:

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

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



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

Auction results for sale of real property

8/15/2022

Dear County Manager,

For your consideration is the results of the auction for 3228-49-6937-0000 on Industrial Drive in Burgaw. Mr. Harold Walker of Burgaw was the highest bidder at \$24,200.00. After talking to Mr. Walker, he has stated his plans for the property is to clear the lot and develop it. Upon Board approval of the results of the auction the County will move forward with closing on the parcel.

Sincerely,

Andy Devane
Asset Manager

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



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

Pender County - Real Estate, NC
805 S Walker St
PO Box 1578
Burgaw, NC 28425-5001

Bill of Sale Date: 12 Aug 2022
Asset ID: 3

Bill of Sale ID: 81220223
Inventory ID: 3228-49-6937-0000

Description of Property	Award Amount
TAX FORECLOSURE- 1.06 ACRE WOODED LOT	24200.00

Asset Information



Year:	Make/Brand:	Model:	VIN/Serial: 3228-49-6937-0000
Meter:	Title Restriction:	Not Applicable	

Sale Information

Actual Sold Amount:	USD \$24,200.00	Paid On: 15 Aug 2022 Wire Transfer
Other Amount:	USD \$0.00	Other Amount Description:
Buyer's Premium:	USD \$1,815.00	
Total Amount:	USD \$26,015.00	

Harold Walker
3802 New Savannah Rd
Burgaw, NC 28425-4126
USA
walkerpallet@bellsouth.net
9102592235

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____
Print Name: _____
Date: _____



Doc No: 20087348
Recorded: 07/21/2021 12:49:09 PM
Fee Amt: \$26.00 Page 1 of 2
Excise Tax: \$10.00
Pender County North Carolina
Sharon Lear Willoughby, Register of Deeds
BK 4769 PG 613 - 614 (2)

Excise Tax \$10.00	Return after recording to →	Pender County
	Prepared by	PO Box 5
Parcel ID # 3228-49-6937-0000	Richard T. Rodgers, Jr., Esq.	Burgaw, NC 28425

BRIEF DESCRIPTION FOR INDEX → 1 acre

STATE OF NORTH CAROLINA
COUNTY OF PENDER

DATE
7/16/2021

COMMISSIONER'S DEED

✓ Richard T. Rodgers, Jr., Commissioner
Sherman & Rodgers, PLLC
PO Box 250
Burgaw, NC 28425

Pender County
PO Box 5
Burgaw, NC 28425

"Grantor"

"Grantee"

NOTE: When reference herein is made to the GRANTOR and/or the GRANTEE, the singular shall include the plural, the neuter shall include the masculine as well as the feminine.

WITNESSETH

That whereas, Richard T. Rodgers, Jr. was appointed commissioner under an order of the Superior Court of Pender County, North Carolina in the tax foreclosure proceeding entitled Pender County et. al. v. Unknown Heirs and/or Successors in Interest to Thankful Williams et. al. filed at 20-CVS-839 with the Pender County Clerk of Superior Court; and Richard T. Rodgers, Jr. was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas, Richard T. Rodgers, Jr., commissioner, did on 06/18/2021, offer the land hereinafter described at a public sale at the Pender County Courthouse door, and Pender County became the last and highest bidder for said land in the amount shown on the Report of Sale or final Upset Bid reflected in the above-referenced Court File; and the sale having been confirmed, and Richard T. Rodgers, Jr., commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the GRANTOR hereby has bargained sold and conveyed in fee simple unto the GRANTEE all that certain lot or parcel of land in Pender County more particularly described as follows:

BEGINNING at a stake 20 feet from Hands ditch Patsy Boney's southeastern corner, Beginning thence South 73 degrees 30 minutes East 80 chains to a stake, thence South 14 degrees 30 minutes West 208 chains to a stake, thence North 73 degrees 30 minutes West 480 chains to a stake, thence North 14 degrees 30 minutes East 208 chains to the Beginning, containing 1 acre, being lot No. 3 of a 5 acre lot of James Warren.

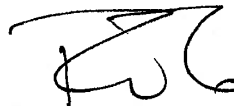
Parcel ID: 3228-49-6937-0000

TO HAVE AND TO HOLD this realty and all privileges and appurtenances thereto belonging unto the GRANTEE its heirs, successors and/or assigns in as full and ample manner as Richard T. Rodgers, Jr., commissioner, is authorized and empowered to convey the same subject to Pender County and Municipal property taxes, the payment of which shall be assumed by the purchaser.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing.

(Entity Name)

USE BLACK INK ONLY



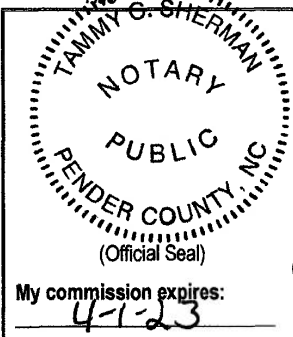
(Seal)

Richard T. Rodgers, Jr., Commissioner

By: _____
Title

By: _____
Title

(Seal)

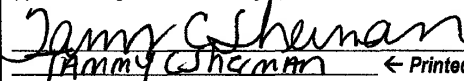


STATE OF NORTH CAROLINA, PENDER COUNTY

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he is the Commissioner identified in this document evidencing this by personal knowledge and signed this document in my presence: **name(s) of principal(s)**.

Richard T. Rodgers, Jr., Commissioner

↓ Official Signature of Notary ↓



Tammy G. Sherman

← Printed (or typed) Name of Notary

7-16-21

Date:

5AL

STATE OF NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
COURT FILE #: 20-CVS-839

COUNTY OF PENDER

PENDER COUNTY

JUL 22 P 12:03

Plaintiff(s),

v.
UNKNOWN HEIRS AND/OR SUCCESSORS IN
INTEREST TO THANKFUL WILLIAMS, owner
et. al.

PENDER CO. - C.S.C.

FINAL REPORT

BY
Defendant(s).

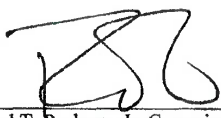
The undersigned Commissioner shows the Court that he has delivered the deed as ordered and received the sums and made the disbursements as follows:

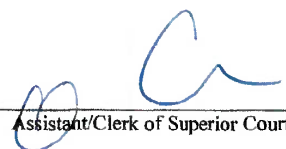
Item	Incoming	Outgoing	POC
Purchaser	\$4,509.99		
Pender County - Costs (court filings)			\$220.00
Pender County - Costs (Legal Ads)			\$415.45
Pender County ROD (revenue stamps)		\$10.00	
Pender County - (ROD) Deed Filing Fees		\$26.00	
Pender County - Taxes			\$1,838.78
Lawrence Boehling - GAL		\$400.00	
Sherman & Rodgers - Legal Costs		\$200.00	
Sherman & Rodgers - Legal Fees		\$1,185.00	
Sherman & Rodgers - Commissioner's Fees		\$214.76	
TOTALS		\$2,035.76	\$2,474.23

Distribution Statement

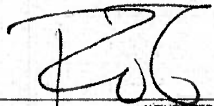
Check to Pender Registry	\$36.00
Lawrence Boehling (GAL)	\$400.00
Check to Sherman & Rodgers	\$1,599.76

Upon the approval of this Final Report, Richard T. Rodgers, Jr. is hereby discharged as Commissioner, relieved of all liabilities of whatever nature, and relieved of the responsibility 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

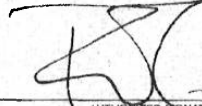
7-22-21
Date of Audit and Approval

SHERMAN AND RODGERS PLLC DBA PROTAX		3958
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	July 16, 2021 \$ 36.00
thirty-six and 00/100*****		DOLLARS
Revenue Stamps MEMO 3228-49-6937-0000 - 20-CVS-839		 AUTHORIZED SIGNATURE

⑈003958⑈ ⑆054000030⑆ 5336977766⑈

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

3958

SHERMAN AND RODGERS PLLC DBA PROTAX		3959	
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	July 16, 2021	\$ 400.00
four hundred and 00/100*****			DOLLARS
GAL/US Military Fees MEMO 3228-49-6937-0000 - 20-CVS-839		 AUTHORIZED SIGNATURE	

⑈003959⑈ ⑆054000030⑆ 5336977766⑈

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

3959

**SHERMAN AND RODGERS PLLC DBA
PROTAX**

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

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

3957

PAY TO THE
ORDER OF

Sherman and Rodgers, PLLC

July 16, 2021

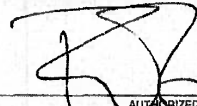
\$

1,599.76 DOLLARS

one thousand five hundred ninety-nine and 76/100*****

MEMO Costs, Fees & Commissions

3228 49 6937 0000 - 20 CVS 839


AUTHORIZED SIGNATURE

Security features. Details on back.

⑈003957⑈ ⑆054000030⑆ 5336977766⑈

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

3957

Andy Devane

From: ClientServices@govdeals.com
Sent: Friday, August 12, 2022 1:47 PM
To: Andy Devane
Cc: Andy Devane
Subject: [External]GovDeals Seller's Certificate: 3-0812221346-22325

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.

Congratulations, Pender County - Real Estate, NC has sold another item on the GovDeals Auction Server.

BUYER (#1005800)		SELLER (#22325)	
Name:	Harold Walker	Agency:	Pender County - Real Estate, NC
Company:	Walker Pallet Company Inc.	Contact:	Andy Devane
Title To:	Harold Walker	Phone:	910-259-1467
Phone:	910-259-2235	Fax:	910-259-1574
Email:	walkerpallet@bellsouth.net	Email:	adevane@pendercountync.gov
Address:	3802 New Savannah Rd Burgaw, NC 28425-4126	Address:	805 S Walker St PO Box 1578 Burgaw, NC 28425-5001

ITEM INFORMATION FOR ASSET ID: 3			
Item:	TAX FORECLOSURE- 1.06 ACRE WOODED LOT		
Pick Up Location:	805 S Walker St, PO Box 1578, Burgaw, NC 28425-5001		
Inventory ID:	3228-49-6937-0000	Account ID:	22325
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	3228-49-6937-0000	Model Year:	Not Provided
Meter:	Not Provided	Title Restrictions:	Not Applicable

Date	Item		Amount
12 Aug 2022 01:46 PM ET	TAX FORECLOSURE- 1.06 ACRE WOODED LOT		USD \$24,200.00
	Buyer's Premium	7.50%	USD \$1,815.00
		Total	USD \$26,015.00

Payment Instructions:

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the [My Bids](#) section of your account.

Note:

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2. Any invoice \$5,000 or above requires payment via wire transfer.
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When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit [Liquidity Services' Tax Exemption Submission Tool](#).

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The buyer is responsible for all aspects of pick-up / removal, including but not limited to packing, loading, transportation and exporting. **Note: Shipping is NOT available.**

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At the time of pick-up / removal, you will be required to present the seller with a copy of your Buyer's Certificate and/or bill of sale, and potentially other documentation (e.g., copy of driver's license, [Authorization of Release](#), etc). When making a removal appointment, please confirm with the seller what is needed to release the item(s).

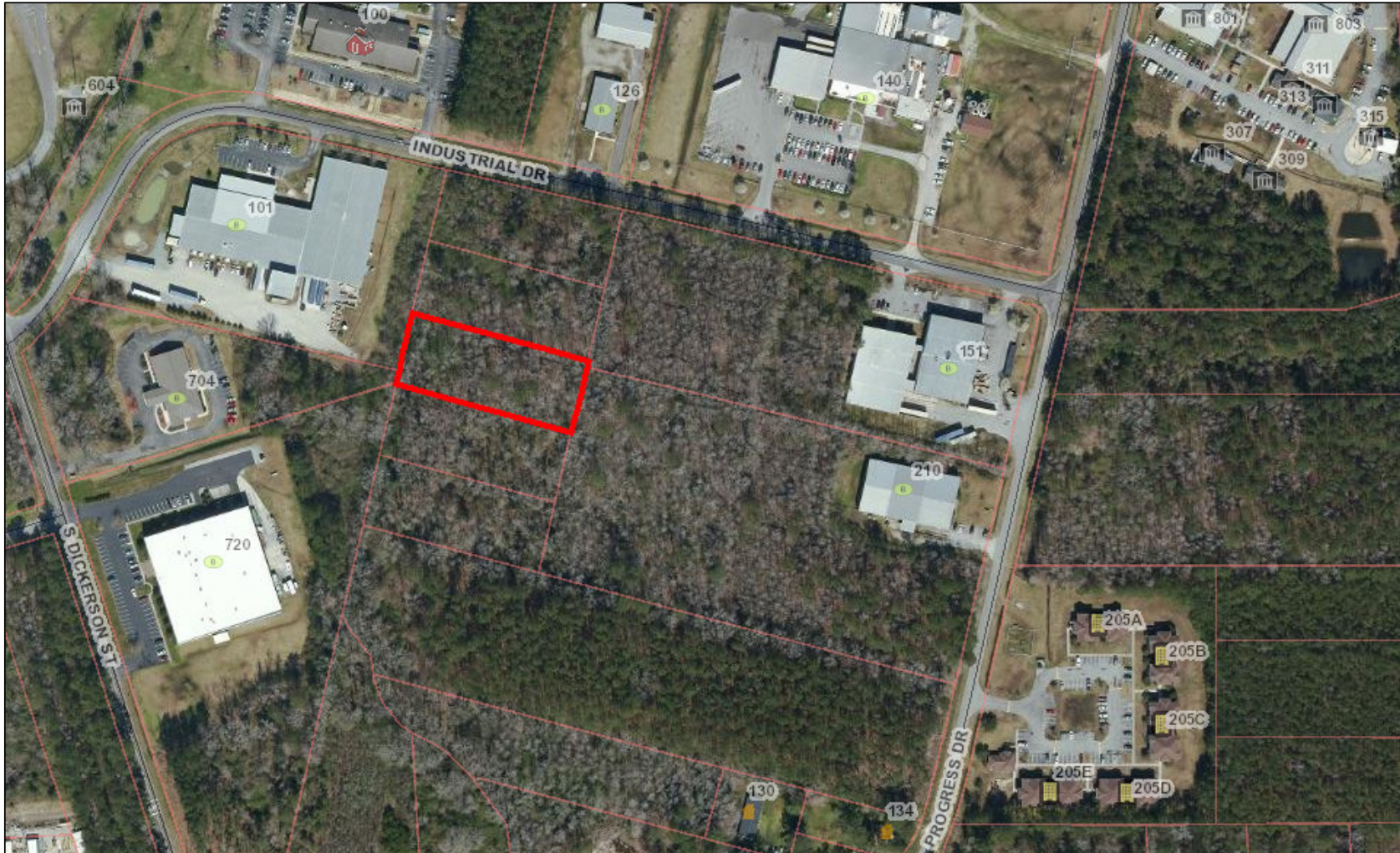
Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description:

Located off of Industrial drive in Burgaw, North Carolina is a 1.06 acre wooded lot zoned incorp. It is the buyer's responsibility to investigate the property prior to bidding. Winning bid is subject to seller approval. Pender County reserves the right to accept or decline any and all bids. In addition to the winning bid, the winning bidder will pay all closing costs including the seller's representation fee of \$400.



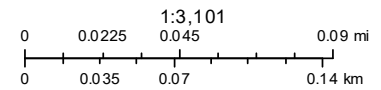
PIN: 3228-49-6937-0000
 Owner: PENDER COUNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4759/613

Property
 Address:
 Description: LT 25 S OF WHITE SCH

Sale Price: \$5,000
 Sale Date: LAST_SALE_DATE
 Plat: NOPLAT
 Account No: 1013981
 Township: BURGAW
 Subdivision:
 Tax Codes: G01 C52 R40

Acres: 1
 Land Value: \$25,000
 Building Value: \$0
 Total value: \$25,000
 Deferred Value: \$0
 Exempt Amount: 25000
 PCL Class: R
 Heated Sq Feet:

Pender County



1 inch = 258 feet

7/21/2021





**Pender County
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**

TO: Board of County Commissioners
FROM: Meg Blue
DATE: September 6, 2022
SUBJECT: 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

SUMMARY:

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.

ACTION REQUESTED:

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



REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES FOR A PROJECT DIRECTOR
TO GUIDE THE COUNTY IN A
RFP PROCESS FOR A HEALTH PROVIDER
FOR PENDER MEMORIAL HOSPITAL

RFQ # 220711-229

Project Overview and Background

Pender County owns Pender Memorial Hospital in Burgaw, NC along with the Certificates of Need (CON). Pender County currently has an agreement with Novant (formerly New Hanover Regional Medical Center) to manage day-to-day operations of Pender Memorial Hospital and additional related services in and around Burgaw. Pender County is seeking statements of qualifications related to professional services. These services, described in detail in subsequent sections, are requested in order to allow County staff and the Board of County Commissioners to determine the feasibility and appropriateness of pursuing an RFP for a Health Provider for the County hospital. The ultimate outcome is for this Project Director to help Pender County in the establishment of selection criteria, the identification of viable Health Care Entities that can be targeted for pursuit, collection and review of Proposals from these same Health Care Entities, Evaluation of these Entities against selection criteria and then providing recommendation to Board of County Commissioners. The selected provider must be able to start services on or before June of 2023, when the current contract expires. Lastly, this Director will also be key in leading execution of transition to this new Health care provider based on the timeline submitted in their proposal.

Schedule of Events

The following outlines the anticipated timeline related to the solicitation of proposals, award of contract, and delivery/presentation of work products related to this RFQ. County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

- Announcement and Advertisement of RFQ- July 14, 2022
- Deadline for Written Questions and Clarifications on RFQ- July 25, 2022 @ 5pm
- Will Issue Addendum with Answers to any Questions- July 27, 2022
- Deadline for Submittal of Statements of Qualifications- August 1, 2022 @ 12 noon
- Review of Submitted Statements of Qualification by County Staff- August 1 – August 5, 2022
- Consideration of Award of Contract for Selected Firm by Board of County Commissioners- August 15, 2022
- Anticipate notice to Proceed to Selected Firm- August 16, 2022
- Completion of all Required Task by Selected Firm Related to this RFQ- April 1, 2023

Scope of Services Required as part of Request for Qualifications (RFQ)

Pender County is seeking the services included within this RFQ in order to effectively evaluate the feasibility and appropriateness of pursuing an RFP for a Health Provider for the County hospital.

The essential tasks required of this evaluation process consists of a Project Director/Consultant that can help drive the selection process - by way of a Request for Proposal (RFP) – for a Health Provider for Pender County going forward. Such providers as Novant, Atrium Health, UNC Health, Duke Health, Vidant Health, WakeMed, Cone Health... among others, may be interested parties in the RFP. It is the Project Director's responsibility to put together the best possible RFP on behalf of the County to entice potential bidders.

Qualification Criteria

To be considered for this project the Project Director/Consultant must meet minimum requirements set forth below to be included in the statement of qualifications. The successful Project Director/Consultant must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected Project Director/Consultant should have a proven ability to work effectively with public agencies and other stakeholders.

Qualification statements should include, at minimum, the following:

- 1) **Firm Information.** Include information about the firm's size, history, office locations, and service offerings.
 - Include number of years the firm has been in business as a Consultant.
 - Include number of years the firm has been in business under its present business name.
 - List the point of contact and contact information.
 - Provide at least five (5) references to substantiate qualifications to perform this type of work.
- 2) **Project Approach.** Include a comment/response to each of the following:
 - Provide a brief statement of your understanding of the project.
 - Provide a probable timeline for development, issuance, and completion of an RFP process, meeting an overall completion date of April 1, 2023
 - Demonstrate Project Director/Manager capabilities.
- 3) **Experience.** Detail your firm's experience in developing RFP's,

The following list of items should be included in the Project Director/Consultant's proposal:

- Similar projects:
 - Name, location and brief description of the project
 - Example RFP
 - Name, address and telephone number of the Project Owner (indicate contact person)

4) Key Personnel Resumes.

- Demonstrate qualifications of your key staff.
- A proposed project organization chart and resumes of key individuals included in your team. Indicate what elements of the work your firm intends to self-perform or subcontract.

5) References. At least three (3) of the five (5) references provided should be able to vouch for the quality of services provided by your firm on similar projects.

Questions

Only written questions will be considered. Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFQ. E-mail messages will be treated as written questions. Deadline for Written Questions and Clarifications on RFQ is July 25, 2022 at 5pm. Submit questions by one of the following:

By Mail: PO Box 5, Burgaw, NC 28425, Reference RFQ # 220711-229

By Courier: 805 S. Walker Street, Burgaw, NC 28425, Reference RFQ # 220711-229

By email: purchasing@pendercountync.gov

Evaluation Process

Statements of Qualifications will be evaluated on qualifications and other criteria listed below. Pender County anticipates in-person interview(s) with the selected firm prior to official award of contract.

Selection criteria will be based on the following factors:

- Competitive Nature of Fee Submitted: 35%
- Demonstrated competency/experience related to scope of services requested: 25%
- The firm's demonstrated ability to carry out the project on time and within budget: 30%
- References: 10%

Selection Process

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submitted proposals will be based on the criteria above.

Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject any/all submissions.

Costs Incurred by Submission

The submitting firm will be responsible for all costs associated with the submission of their respective statement of qualifications. The County will not be responsible for the reimbursement of any costs associated with this submission.

Statement of Qualifications

Qualification packages should be prepared simply and economically and bound in a single volume whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Pender County does not expect nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-related project materials. ***Brevity will be appreciated.*** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12 point font. Covers and Dividers and Sample RFP(s) do not count in the 50 page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 12 noon on August 1, 2022. Submissions received after that date will be disqualified from consideration.

Statement of Qualifications should be sent to:

By Mail: PO Box 5, Burgaw, NC 28425, Clearly mark RFQ # 220711-229

By Courier: 805 S. Walker Street, Burgaw, NC 28425, Clearly mark RFQ # 220711-229

By email: purchasing@pendercountync.gov

GENERAL TERMS AND CONDITIONS:

CONTACT ONLY WITH DESIGNATED PARTY

After the date and time established for receipt of proposals by the County, any contact initiated by any firm with any County representatives, other than the Finance Director or Purchasing Agent in the Finance Department, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

NON-COLLUSION AFFIDAVIT

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

CONFLICT OF INTEREST

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

ADDENDA/CHANGES

Any additions, deletions, modifications or changes made to this RFQ shall be processed through the Pender County Finance Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

PROPRIETARY INFORMATION

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

MINORITY BUSINESSES

Pender County encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

AWARD/CONTRACT TIME

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

Award shall be made to the responsible firm whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ. The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFQ.

A notice of contract award is anticipated on/by August 16, 2022. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

CONTRACT DOCUMENT

The successful firm will be required to enter into a Project Director/Consultant agreement. A sample contract shall be provided by the firm at the time of submission of the Statement of Qualifications.

SUBCONSULTANTS

If any subconsultants will be used for the various projects, the successful firm shall provide to the Finance Director a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of the County.

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

compliance with applicable licensing regulations.

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

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

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

INSURANCE

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

Terms and Limits should be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

Commercial General Liability – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Professional Liability (E&O) – Professional Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

Worker's Compensation (when applicable) – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the

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

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

INDEMNIFICATION

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

VENUE FOR LEGAL ACTIONS

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

AVAILABILITY OF FUNDS

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

NON-EXCLUSIVE CONTRACT

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

-END-

NON-COLLUSION AFFIDAVIT

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

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

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

FIRM NAME: _____

BIDDER/RESPONDING REPRESENTATIVE: _____
Print

Sign Date

NOTARY-

_____ State _____ County

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

do hereby certify that _____ personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

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

(Official Seal)

Notary Public Commission expires _____, __20____.

Legislative Goals

Five Priority Goals

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public-School Capital Fund, to equitably address statewide public school and community college capital challenges. Revisions to the Needs-Based Public-School Capital Fund that will allow more equitable access to counties to take advantage of the funds include:
 - Allowing Needs-Based Public-School Capital Funds to be used for renovations and improvements in addition to new construction.
 - Reducing or eliminating local match requirements for Tier 1 and Tier 2 counties.
 - Eliminate the five-year prohibition of receiving funds from the Public-School Building Capital Fund if a county receives a grant from the Needs-Based Public-School Capital Fund by repealing G.S. 115C-546.2(f).
3. Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.
4. Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.

5. Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.

Agriculture Goals

- Support state funding and staffing for agricultural research, Cooperative Extension services and other agriculture-related efforts, including Community Conservation Assistance Program, to support the largest economic driver in North Carolina.
- Support legislation to protect farming operations from nuisance lawsuits including those as defined by the state and small farms in rural counties.

Environment Goals

- Support additional state funding to assist local governments in all recycling, with special attention to managing electronics recycling and scrap tire disposal
- Seek legislation to restore county authority over solid waste management and oppose any further shift of authority away from local governments.
- Support legislation to help improve water quality in the state, including a comprehensive approach to aquatic weed control, increased funding and resources for state agencies to develop health advisory levels and standards for existing and emerging contaminants.
- Support increased funding for all agencies that support water and wastewater expansion, as well as capital projects, with consideration to local regulations and secondary impacts to protect receiving waterways
- Seek legislation to provide additional resources for preventative storm damage maintenance to clear debris to help prevent flood damage in low-lying areas.
- Support increased funding at the state level for the Parks and Recreation Trust Fund.

- Seek legislation that will allow the North Carolina Sedimentation Control Commission an option to delegate portions of its authority under the Sedimentation and Pollution Control Act to local County programs for all private, State and Federal projects, at the request of the county.

General Government Goals

- Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
- Support increased state funding for existing and new transportation construction and maintenance needs, and support legislation to ensure that the Strategic Transportation Investments (STI) funding formula recognizes that one size does not fit all and that projects in both rural and urban areas are prioritized and funded.
- Support increased State funding for public libraries.
- Support legislation to grow North Carolina's statewide economy through state investments, including public infrastructure funding, competitive incentives, and coordinated efforts with county economic development services.
- Support legislation to remove inequities and inconsistencies in the current state economic tier system.
- Seek legislation allowing public bodies to provide meeting notices by electronic means in addition to allowing notice through a newspaper with general circulation within the county.
- Support food supply chain initiatives and funding for North Carolina food banks as well as other equipment, supplies, and other nonrecurring expenses to reduce food insecurity.
- Support legislation providing equitable distribution of resources to all North Carolina counties to respond to public health and natural emergencies, and to allow each county flexibility in determining the best use for such resources.

- Support legislation allowing counties flexibility in holding remote board meetings, allowing contemporaneous, virtual public hearings, in order to expeditiously conduct county business during emergencies.

Health and Human Services Goals

- Support legislation and state resources for social service reform efforts as identified by the Social Services Working Group to improve outcomes for individuals, families, and children, as well as increase state funding for social services programs, and to continue the NCACC's opposition to mandated regionalization, including revisions to the annual written agreement process under G.S. 108A-74.
- Support continued state funding of Medicaid and support efforts to close coverage gaps.
- Support legislation for hold harmless provisions and staggered payment plans to control/cap the liability to counties under the Medicaid and NCHC overpayment recoupment plan, which holds counties financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claim payments resulting when the county DSS takes any action that requires payment of Medicaid claims for an ineligible individual.
- Seek additional funding and preserve block grant allocations to increase access to high quality childcare, early childhood education, child welfare services, adult protective services, and guardianship, including:
 - Women's and Children's Health Services Block Grant funding to local health departments for critical services like maternal health, child health and women's health services to address unfavorable infant mortality rates.
 - Home & Community Care Block Grant; Senior Center General Purpose Funds; Social Services and Human Services Block Grants; TANF; and
 - emergency childcare funding to ensure the safety and stability of our childcare system.

- Support adequate funding and policy initiatives to support local health departments and public health services.
- Seek legislation to clarify and simplify the reaccreditation process for local health departments by aligning statutory and administrative code requirements; setting reaccreditation at five-year intervals; and making the process a contracted service between the N.C. Institute of Public Health and the governing body for the local health department.
- Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.
- Support legislation to improve processes and regulations to increase child support collections.
- Support legislation to ensure ROAP (Rural Operating Assistance Program) funding is restored for fiscal year 2021.

Justice and Public Safety Goals

- Support efforts to provide greater flexibility to local governments in expenditure of 911 surcharge funds and ensure adequate funding for next-gen technology.
- Support increased state funding for NC courts, including funding for specialty courts and pretrial release programs.
- Seek legislation to increase the amount paid to county jails by the state to the full cost reimbursement for housing sentenced inmates.
- Support legislation and state funding to provide early intervention services through the Juvenile Crime Prevention Councils, and support increased state funding for the prevention, intervention and treatment of adolescent substance use disorders, gang involvement and domestic violence; and requires the Department of Public Safety to evaluate and update the amount of local matches for JCPC funding.

Public Education Goals

- Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public-School Capital Fund, to equitably address statewide public school and community college capital challenges. Revisions to the Needs-Based Public-School Capital Fund that will allow more equitable access to counties to take advantage of the funds include:
 - Allowing Needs-Based Public-School Capital Funds to be used for renovations and improvements in addition to new construction.
 - Reducing or eliminating local match requirements for Tier 1 and Tier 2 counties.
 - Eliminate the five-year prohibition of receiving funds from the Public-School Building Capital Fund if a county receives a grant from the Needs-Based Public-School Capital Fund by repealing G.S. 115C-546.2(f).
- Support legislation providing for funding to help counties implement school security measures.
- Support legislation that promotes career and college readiness by increasing funding for apprenticeship & internship programs, workforce development programs, and funding to allow youth to obtain an associate degree from a community college or trade certificate at no additional cost to the student.
- Support legislation providing flexibility to align K-12 and community college calendars.
- Support legislation to provide exceptions to the K-3 class size mandate including but not limited to lack of school facility space and availability of qualified teachers.
- Seek legislation to repeal the statutory authority under N.C.G.S. 115C-431(c) that allows a local school board to file suit against a county board of commissioners over appropriations to the local board of education's capital outlay fund.

- Support legislation to create a blue-ribbon panel of experts to study, develop and implement critical mediation programs to help NC students recover from the education slide resulting from the COVID related transition to virtual learning.

Tax and Finance Goals

- Support efforts to preserve and expand the existing local revenue base of counties and authorize local option revenue sources already given to any other jurisdiction to all counties.
- Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.
- Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.
- Support the introduction and enactment of a state low-income housing tax credit to assist with the construction of housing affordable to people of all income levels.



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

TO: Board of County Commissioners
FROM: Tera Cline
DATE: September 6, 2022
SUBJECT: Approval of Appointment to the Fire Commission as the Pender EMS
And Fire Representative

SUMMARY:

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

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.

ACTION REQUESTED:

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

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Grafius			First Daniel			M.I. E		Date 7/26/2022	
Physical Address 508 Cottage Ct.						Apartment/Unit #			
City Holly Ridge			State NC			ZIP 28445			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 910-470-4569			Work Phone 910-473-4959			E-mail Address 1			
Fax Number						E-mail Address 2			
Board Interest(s) Fire Commission									
How long have you been a resident of Pender County? 1991-2021									
EDUCATION									
High School DixonHigh			Location Onslow county						
From		To	1987	Did you graduate?	YES ☒	NO ☐			
College CCCC			Location Jacksonville NC						
From		To	2010	Did you graduate?	YES ☒	NO ☐	Degree Asc. Fire Protection		
Other CSU			Location Alabama						
From		To	2015	Did you graduate?	YES ☒	NO ☐	Degree BS Fire Protection		
EMPLOYMENT HISTORY									
Current Employment		Pender EMS & Fire				Job Title Fire Division Chief			
Responsibilities		Manage Fire Operations							
Previous Employment		City of Wilmington				Job Title Battalion Chief			
Previous Employment						Job Title			
Previous Employment						Job Title			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: N/A									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☒	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s): I currently serve as the Fire Division Chief of Pender EMS and Fire. We are always looking at ways to better serve and protect our citizens and it's visitor's. Serving on this commission will allow us to collectively make changes to better serve our Fire districts. I feel with my 30 plus years of service and Education, I could be helpful in addressing those changes.			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☒	NO ☐	If yes, list family member name(s) and position/board or committee(s).	
Tammy Grafius(wife) works at Topsail High School			
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature D. E. Grafius		Date 7-26-2022	



Pender County Approval of Appointment to the Advisory Board of Health

TO: Board of County Commissioners

FROM: Carolyn Moser

DATE: September 6, 2022

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

SUMMARY:

Robert Jennings is applying for reappointment to the Pender County Advisory Board of Health. His application is attached for the board to review. If approved, this appointment will be 3 years and expire June 30, 2025. This would be his 2nd term in the veterinarian seat.

Samenthia Jones is applying for reappointment to the Pender County Advisory Board of Health. Her application is attached for the board to review. If approved, this appointment will be for 3 years and expire June 30, 2025. This would be her 2nd term in the public member seat.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION					
Last Name	Jenning		First	Robert	M.I.
Physical Address	337 Old Point Loop		Apartment/Unit #		
City	Hamstead		State	NC	ZIP
Mailing Address (if different from above)					
City			State		ZIP
Home Phone			Work Phone	E-mail Address 1	
Fax Number			E-mail Address 2		
Board Interest(s)					
How long have you been a resident of Pender County? 13 yrs.					
EDUCATION					
High School	AC Flora		Location	Columbia SC	
From	To	Did you graduate?	YES ☒	NO ☐	
College	Clemson Univ		Location	Clemson, SC	
From	To	Did you graduate?	YES ☒	NO ☐	Degree BS animal science
Other	UGA - CUM		Location	Athens GA	
From	To	Did you graduate?	YES ☒	NO ☐	Degree Doctor of Veterinary Med.
EMPLOYMENT HISTORY					
Current Employment	Johnson Breeders		Job Title	Corporate Veterinarian	
Responsibilities					
Previous Employment	Caselli's Feed		Job Title	Corporate Veterinarian	
Previous Employment			Job Title		
Previous Employment			Job Title		
COMMUNITY INVOLVEMENT					
Please list current and past membership in civic or other organizations and offices held:					
Jane Sprunt Community College Board of Trustees					

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☐	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s):			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☐	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☐	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature			Date

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name <u>Jones</u>			First <u>Samantha</u>			M.I. <u>B</u>	Date <u>7/26/2022</u>		
Physical Address <u>19119 US Hwy 921</u>						Apartment/Unit #			
City <u>Willard</u>			State <u>NC</u>			ZIP <u>28478</u>			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone <u>910-283-0897</u>			Work Phone <u>910-470-7819</u>			E-mail Address 1			
Fax Number						E-mail Address 2			
Board Interest(s)									
How long have you been a resident of Pender County? <u>32 years</u>									
EDUCATION									
High School <u>Overbrook High School</u>			Location <u>62nd Lancaster Ave Phila, PA</u>						
From	<u>9/79</u>	To	<u>6/82</u>	Did you graduate?	YES ☒	NO ☐			
College <u>Cape Fear Comm College</u>			Location <u>Wilmington NC</u>						
From	<u>2010</u>	To	<u>2012</u>	Did you graduate?	YES ☒	NO ☐	Degree <u>Associates Criminal Justice</u>		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment			<u>Pender County Sheriffs Office</u>			Job Title <u>Detention Officer</u>			
Responsibilities			<u>Special Projects and Assisting current Jail Administrator</u>						
Previous Employment			<u>Pender County Sheriffs Office</u>			Job Title <u>Jail Administrator</u>			
Previous Employment						Job Title			
Previous Employment						Job Title			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									
<u>Trustee in Church</u> <u>one of Board Directors for</u> <u>Church Treasurer</u> <u>North Carolina Jail Administrators</u> <u>Special Olympics</u> <u>Association</u> <u>Relay for Life (Team Captain)</u> <u>Current Advisory Board member</u>									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☒	NO ☐	If yes, explain (including length of service). I am currently on my 3rd year for the Advisory Board of Health I previously served 2 Terms on the Social Services Board	
State reasons why you feel qualified for this appointment(s): I am qualified by my experience working with the public and my past experience and participation on the boards. I do my best to represent the community and learn from the information shared so I can assist with answering questions and concerns in our communities. I have lived in this county and like the way Carolyn & Shirley have moved us to the next level and I want to continue MILITARY SERVICE To be a part of the change & growth.			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
N/A			
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☒	NO ☐	If yes, list family member name(s) and position/board or committee(s). No family member, Just me	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	
		8/1/2022	