



Pender County

Agenda

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

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION Commissioner Brown		
3.	PLEDGE OF ALLEGIANCE Commissioner Newton		
4.	ADOPTION OF AGENDA		
5.	PUBLIC INFORMATION		
5.1.	Update on the Hazard Mitigation Grant Program (HMGP) - Hurricane Florence HGMP Update - Pdf	Adams	5 - 12
5.2.	Presentation of the FY2021 Audit Report Audit Agenda Item - Pdf	Blue	13
5.3.	Update on New Law Enforcement Center / Jail BOCC Update - Pdf	Vann	15 - 34
6.	PUBLIC COMMENT		
7.	CONSENT AGENDA		
7.1.	Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of \$9,864.00. Insurance/Property loss funds - Pdf	Cutler	35 - 37
7.2.	Approval of Budget Amendment for Grant funding by the Governor's Crime Commission for Interview room Recording Equipment Upgrades in the amount of \$21,770.00. Approval of BOA for Interview System Grant - Pdf	Cutler	39 - 41
7.3.	Approval of Tax Releases and Refunds March 2022 Releases and Refunds - Pdf	Pound	43 - 45
7.4.	Approve the request to reclassify the current Transportation Supervisor Position to the rank of Sergeant with the target salary of \$47,963.54. Reclassification of Position - Pdf	King	47 - 50
7.5.	Approval of a Budget Amendment for Fuel Depot BOA Fuel Depots - Pdf	Blue	51 - 53
7.6.	Approval of Budget Amendment for Concealed Weapon Permit Revenues & State Distributions through remainder of FY2022 BOA Concealed Weapons Permits - Pdf	Blue	55 - 57

7.7.	Approval of Budget Amendment for Cooperative Extension Program Revenues & Expenses for the remainder of FY2022 BOA Coop Ext Program Funds - Pdf	Blue	59 - 61
7.8.	Approval of BOCC meeting minutes from March 14, 2022 BOCC Meeting Minutes March 14, 2022 - Pdf	Cline	63 - 112
7.9.	Special Event Liability Insurance Policy Change Special Event Packet - Pdf	White	113 - 127
7.10.	Approval of Budget Amendment to establish 421 Roadway Improvements Project BOA NCDOT Hwy 421 Improvements - Pdf	Blue	129 - 143
8.	APPROVALS AND RESOLUTIONS		
8.1.	Approval to Terminate Easement Termination of easement and maps - Pdf	McEwen	145 - 150
8.2.	Approval of final change order for BASF property for SR&R Change Order - Pdf	McEwen	151 - 157
8.3.	Approval for increase of purchase order 464 and Budget Amendment for SR&R Change Order BOA - Pdf	McEwen	159 - 161
8.4.	Approve Amendment No. 1 to Contract with CDM Smith for Engineering Services During Construction for the Elevated Tank & Wells Project, Budget Ordinance Amendment, and Associated Purchase Order Revision Amendment1_CDMSmithContract_ElevTankWells - Pdf	Keel	163 - 183
8.5.	Approve Amendment No. 2 to Contract with CDM Smith for Engineering Services for the Surface Water Plant High Service Pump Upgrade Project, Capital Project Ordinance & Resolution, Budget Ordinance Amendment, and Associated Purchase Order Amendment2_CDMSmithContract_HighSvcPumpUpgrade - Pdf	Keel	185 - 196
8.6.	Approval of Purchase Order to O.C. Welch Ford Lincoln, Inc for the purchase of 2022 Ford F-150 Responder pickup truck in the amount of \$35,320.80. 2022 Ford F-150 Responder pickup truck - Pdf	Cutler	197 - 198
9.	DISCUSSION		
9.1.	Grandfathering for firearm businesses	Commissioner Brown	
9.2.	Pender Memorial Hospital	Chairman Piepmeyer	
10.	APPOINTMENTS		
10.1.	Approval of reappointment of Mr. Garry Silivanch to the Southeastern Economic Development Commission (SEDC) SEDC letter - Pdf	Cline	199 - 200

10.2.	Approval of resolution to appoint Tiffanie Boswell to the Town of Burgaw Planning and Zoning Board	Cline	201 - 202
	Resolution for ETJ Town of Burgaw - Pdf		
11.	MAPLE HILL WATER AND SEWER DISTRICT		
12.	ROCKY POINT WATER AND SEWER DISTRICT		
12.1.	Approve State Loan and Grant Funding Resolution and Application for Reverse Osmosis Water Plant Project	Keel	203 - 216
	FundingResolution_ROWaterPlantProject - Pdf		
13.	SCOTTS HILL WATER AND SEWER DISTRICT		
14.	MOORES CREEK WATER AND SEWER DISTRICT		
15.	CENTRAL PENDER WATER AND SEWER DISTRICT		
16.	PENDER COUNTY BOARD OF HEALTH		
16.1.	Presentation of 2021 State of the County Health Report	Moser	217 - 230
	SOTCH 2021 - Pdf		
16.2.	Presentation of Child Fatality Team Report for 2021	Moser	231 - 233
	2021 Child Fatality Report - Pdf		
17.	SOCIAL SERVICES BOARD		
18.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS		
19.	CLOSED SESSION (IF APPLICABLE).		
20.	ADJOURNMENT		
21.	NEXT MEETING DATE April 19, 2022 at 4:00 PM BOCC Meeting Room Burgaw, NC		



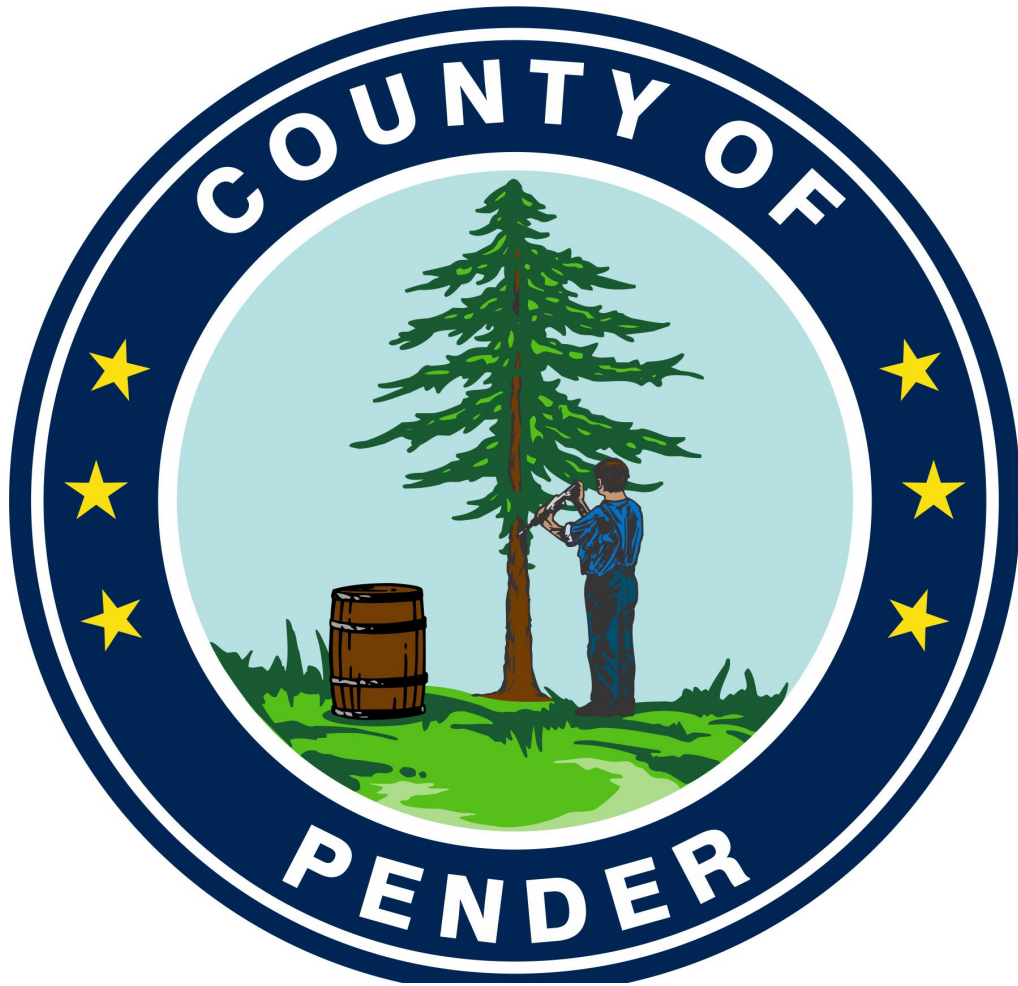
Pender County Update on the Hazard Mitigation Grant Program (HMGP) - Hurricane Florence

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	April 4, 2022
SUBJECT:	Update on the Hazard Mitigation Grant Program (HMGP) - Hurricane Florence

SUMMARY:

Staff is providing an update to the Board on the progress of the Hazard Mitigation Grant Program (HMGP) - Hurricane Florence.

The Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) is a federally initiated grant that provides assistance to homeowners who were impacted by a presidentially declared disaster. Pender County residents were able to submit applications for this grant program after Hurricane Florence. Residents were able to seek funding to have their homes elevated, reconstructed or acquired. The goal of the program is to help communities rebuild in a manner that reduces future disaster losses.



Hazard Mitigation Grant Program (HMGP) – Hurricane Florence Update



What is the Hazard Mitigation Grant Program?

- A federally initiated grant that is available to communities that were impacted by a presidentially declared disaster.
 - Goal: Provide funding to state, local, and tribal governments so they can rebuild in a way that reduces, or mitigates, future disaster losses in their communities.
 - FEMA pays 75% of the project costs and the State pays the remaining 25%.
-

HMGP Florence Process

- Homeowners submit applications to the County, who then submit them to North Carolina Emergency Management (NC EM).
 - NC EM completes an initial review and removes applicants who do not qualify (e.g., secondary residences, structures not in a flood zone, not cost effective) before submitting them to FEMA.
 - FEMA then completes the final review and allocates money to the state for project implementation.
-

Pender County's HMGP Timeline

- Applications from residents were due to the County by March 2019 and subsequently submitted to NC EM.
 - 149 acquisition applications
 - 84 elevation applications
 - 36 reconstruction applications
 - NC EM completed their review and submitted applications to FEMA in February 2020.
 - May and September 2021, FEMA announces allocation of \$11.5 million to acquire 61 homes as part of the HMGP acquisition project with more funding expected.
-

Project Implementation

- Starting with the Hurricane Florence project, NC EM has recommended implementing the HMGP projects under a “state-centric” model.
 - The goal of the state-centric model is to increase the pace at which the projects are executed so residents will be assisted as quickly as possible.
 - This includes the state hiring contractors and consultants to handle the professional services (i.e., surveys, appraisals, construction) and administrative work necessary to execute this project.
-

State-Centric Model

- The state-centric model was designed to achieve the following:
 1. Increase the speed of relief to homeowners and shorten their recovery period.
 2. Quickly hire contractors and consultants to execute this project.
 3. Reduce the financial and administrative burden on local governments.
-

Current Status

- 61 acquisition properties have been approved by FEMA with over \$11.5 million allocated.
 - None of the elevation or reconstruction properties have been approved by FEMA yet.
 - NC EM has not been able to procure any contractors to implement the HMGP acquisition project and it appears to be at a standstill.
-



Pender County Presentation of the FY2021 Audit Report

TO: Board of County Commissioners
FROM: Meg Blue
DATE: April 4, 2022
SUBJECT: Presentation of the FY2021 Audit Report

SUMMARY:

Presentation of the FY2021 Audit Report

ACTION REQUESTED:

Presentation of the FY2021 Audit Report



Pender County Public Information

TO: Board of County Commissioners
FROM: Allen Vann
DATE: April 4, 2022
SUBJECT: Update on New Law Enforcement Center / Jail

SUMMARY:

Moseley Architects will provide an update on the progress of the new Law Enforcement Center / Jail.

ACTION REQUESTED:

We're asking the BOCC to provide direction on their wishes for placement/orientation of the building on the property.



PENDER COUNTY

LAW ENFORCEMENT CENTER

AGENDA

1. SITE PLAN
2. FLOOR PLANS
3. EXTERIOR RENDERINGS
4. PROJECT COSTS
5. SCHEDULE

SITE PLAN

OVERALL SITE PLAN

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SITE PLAN – OPTIONS

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OPTION #1

- Site location maximizes remaining site for future development of more publicly oriented uses.
- Orients detention center away from public roads and potential future uses.
- Further from planned pump station at Old Savannah Road leads to increase sewer costs.

ROADWAY CONNECTION

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OPTION #1

- Driveway offers improved accessibility to Penderlea Highway for staff, service and inmate transfer
- Driveway provides a second point of access to west and south around flood prone areas at Old Savannah Road.
- Driveway occupies utility corridor that will be needed to serve the site.
- Higher cost to construct additional roadway to Penderlea Highway.

SITE PLAN – OPTIONS

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OPTION #2

- Lower cost of construction due to proximity to Old Savannah Road.
- Makes use of existing driveway as second point of access for on-site for service, staff and inmate transfer.
- Second point of access is back to Old Savannah where access is already planned to be provided.
- Detention Center is closer to public right-of-way.
- Option #1 approximately \$2M higher costs than Option #2.

FLOOR PLANS

FLOOR PLAN

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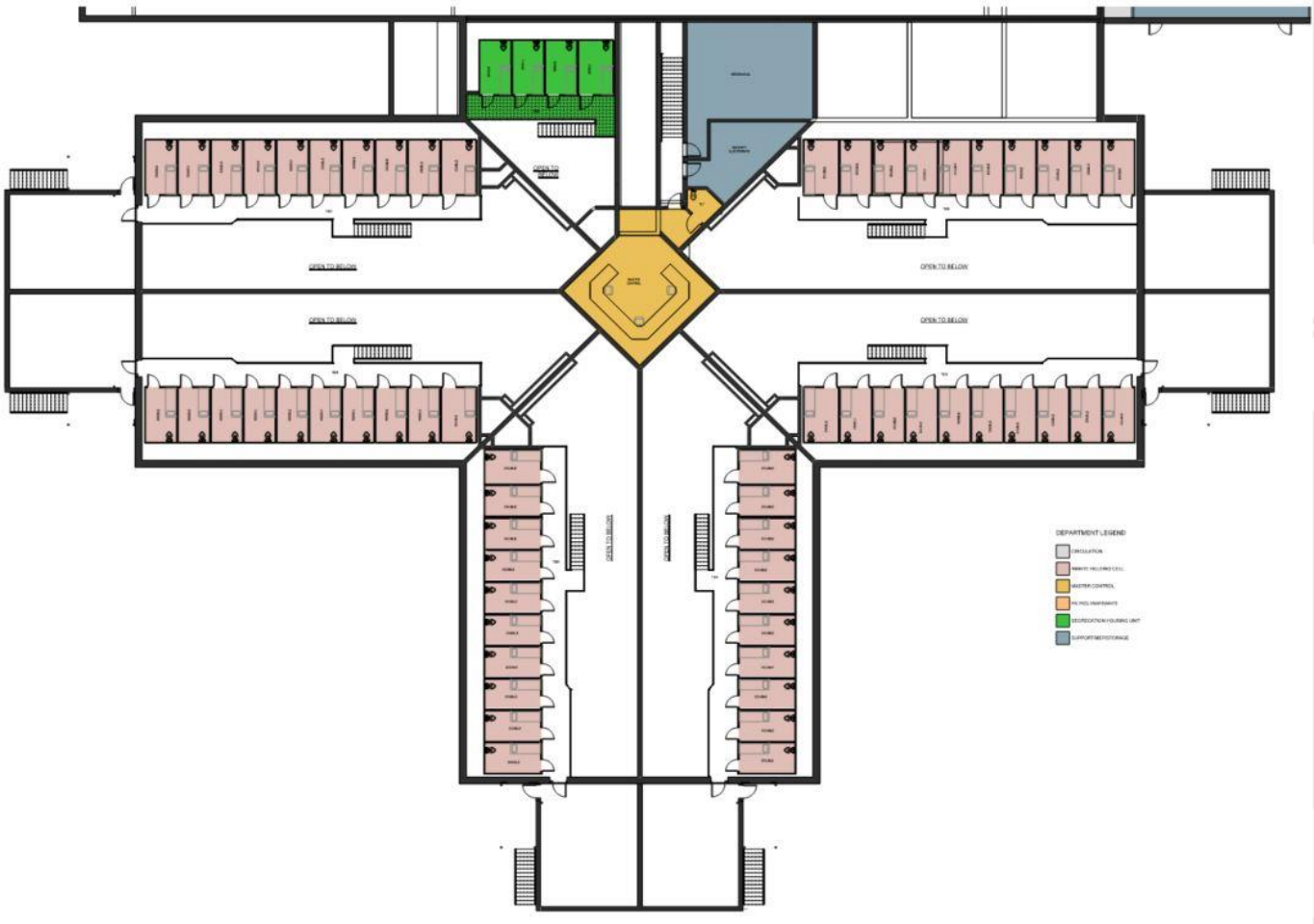


HIGHLIGHTS

- 242 beds/ 350 “Core”
- Approximately 96,900 sf
- New Sheriff’s Office
- New 911 Center
- New Detention Center

TIER LEVEL FLOOR PLAN

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EXTERIOR RENDERINGS

EXTERIOR RENDERINGS

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EXTERIOR RENDERINGS

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EXTERIOR RENDERINGS

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PROJECT COSTS

SUMMARY

BASE BID <i>(Construction Cost – Building and Sitework)</i>	\$38,900,000
Includes 164 beds/ 350 “Core” – approx. 87,000 SF Site development cost based on Option #1 which include building site, roadway connection to Penderlea Hwy and all infrastructure extensions to project site	
ALTERNATE <i>(Construction Cost – Building and Sitework)</i>	\$ 4,900,000
Includes 78 additional beds (brings total bed count to 242) – approx. 9,900 SF	
CONSTRUCTION COST	\$43,800,000
MISC. PROJECT COSTS	\$ 4,400,000
Includes costs for furnishings, equipment, construction testing, building systems commissioning	
TOTAL PROJECT COST	\$48,200,000

SCHEDULE

MILESTONE DATES

SCHEMATIC DESIGN PHASE <i>(BOCC meeting on April 4, 2022 – Request to proceed to DD phase)</i>	March 2022
DESIGN DEVELOPMENT PHASE	July 2022
CONSTRUCTION DOCUMENTS PHASE	December 2022
AGENCY REVIEW/ APPROVAL	March 2023
BIDDING/ AWARD	April 2023
SUBSTANTIAL COMPLETION	March 2025

MOSELEYARCHITECTS

BALTIMORE | CHARLESTON | CHARLOTTE | COLUMBIA | FAIRFAX | HARRISONBURG | RALEIGH | RICHMOND | ROANOKE | VIRGINIA BEACH | WARRENTON

DESIGNING SOLUTIONS. BUILDING TRUST. ENRICHING LIVES

2022



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: April 4, 2022

SUBJECT: Approval of a Budget Amendment for funds in Insurance/Property Loss
in the amount of \$9,864.00.

SUMMARY:

This budget amendment is to be transferred from Revenue to Capital Outlay/Vehicles to purchase a new vehicle from insurance funds for two totaled vehicles.

ACTION REQUESTED:

Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of \$9,864.00.



Pender County Budget Ordinance Amendment

Monday, March 21, 2022

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Date Monday, March 21, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer revenue funds to expenditure line

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-320017	Insurance/Property Loss	9,864.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-407403	Capital Outlay/vehicles	9,864.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 9864

Total Expenditures 9864

Budget Amendment Balances when Zero. 0

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



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: April 4, 2022

SUBJECT: Approval of Budget Amendment for Grant funding by the Governor's Crime Commission for Interview room Recording Equipment Upgrades in the amount of \$21,770.00.

SUMMARY:

The Pender County Sheriff's Office has been approved for a JAG grant in the amount of \$21,770 from the Governor's Crime Commission for upgrades to the recording equipment in the interview rooms.

These funds will come from account 510019-407400.

ACTION REQUESTED:

Approval of Budget Amendment for Grant funding by the Governor's Crime Commission for Interview room Recording Equipment Upgrades in the amount of \$21,770.00.

Monday, March 21, 2022

Pender County Budget Ordinance Amendment

Date Monday, March 21, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Division, Program, Project, etc. 2021 - Pender County Sheriff's Office - Interview Rooms Recording System Upgrades Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Requesting to have funds transferred from revenue to expenditure.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510019-348300	Gov Crime Commission grant	21,770.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510019-407400	Capital Outlay	21,770.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 21770

Total Expenditures 21770

Budget Amendment Balances when Zero. 0

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



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: April 4, 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 March 2022.



Pender County

Request For Board Action

DATE OF MEETING: April 4, 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
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BUHR, ISAIAH JOHN	239404263	327.09	MILTRY EXEMPT
2021	CUNNINGHAM, JAMISON	239969835	334.79	MILTRY EXEMPT
2020	DAVID M HURLBUTT INC	319586612	144.47	SITUS
2020	DAVID M HURLBUTT INC	320611776	263.76	SITUS
2018	DAVID M HURLBUTT INC	320611780	167.11	SITUS
2021	DAVID M HURLBUTT INC	320611784	236.32	SITUS
2019	DAVID M HURLBUTT INC	320611792	139.38	SITUS
2021	DAVID M HURLBUTT INC	320611796	236.32	SITUS
2018	DAVID M HURLBUTT INC	320611908	167.11	SITUS
2020	DAVID M HURLBUTT INC	320611916	212.66	SITUS
2020	DAVID M HURLBUTT INC	320611920	202.31	SITUS
2021	FURNARI, GERALD DF	240458163	432.73	MILTRY EXEMPT
2021	GALINDO, ROSE PATRICIA	321477960	473.28	SITUS
2021	HILLIS, MICHAEL HILTON	240802953	105.80	SOLD
2020	MCNALLY, TERESA NORWOOD	239526384	144.64	OUT OF STATE
2021	OSTRANDER, SIMON JUSTIN	239138115	146.31	MILTRY EXEMPT
2021	PRITT, DONALD WAYNE	239969865	155.40	SOLD
2021	SCHUMAN, ZACHARY JAMES	320732232	132.20	SITUS
2021	SPENCER, ELOISE SIMMONS	239767254	102.25	ADJSTD VALUE
2021	SWEENEY, THOMAS ROBERT	239969406	126.86	SOLD
2021	TAYLOR, BENJAMIN KENNETH	239526597	303.87	SOLD
2021	VISILIAS, BRADLEY STEPHEN	320611424	261.29	SOLD
2021	VOLLMER, MATTHEW FREDERICK	239689878	163.34	MILTRY EXEMPT
2021	VOLLMER, MATTHEW FREDERICK	239689881	189.47	MILTRY EXEMPT
2021	WARE, GEORGE FRANCIS IV	240149088	114.30	MILTRY EXEMPT

TOTAL REFUNDS OVER \$100

\$5,283.06

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2021	ARMSTRONG, MARK	240148608	65.01	DOUBLELIST
2021	DAVID M HURLBUTT INC	320611788	9.00	SITUS
2018	DAVID M HURLBUTT INC	320611904	52.67	SITUS
2018	DAVID M HURLBUTT INC	320611912	26.50	SITUS
2020	ESPERSEN, SUSAN GOODNITE	239245665	49.16	DESTROYED
2020	GOFF, JAMIE BRYAN JR	321070184	60.57	SITUS
2021	GOFF, JAMIE BRYAN JR	321477476	42.70	SITUS
2020	HARRIS, MATT CLIFTON	240059898	31.70	SOLD
2020	HEDGE, JERRY DALE JR	239329920	14.06	SOLD
2020	HENZLER, TODD ANDREW	239526468	6.51	SOLD
2021	KESSLER, ERIC JACOB	239690175	17.49	MILTRY EXEMPT
2021	KNOX, JOSEPH TAFT	321477236	58.68	SITUS
2021	LEAHY, PATRICE ANN	239969640	13.39	SOLD
2021	MORGAN, TERRY EVERHART	239969862	24.42	SOLD
2021	OSTRANDER, SIMON JUSTIN	239138118	75.63	MILTRY EXEMPT
2020	SPOON, HUNTER CHASE	240549309	3.30	SOLD
2020	TARON, DOUGLAS ANTHONY	239969856	61.27	DESTROYED
2021	VOLLMAR, ANDREANA LINN	239137578	49.03	SOLD

TOTAL REFUNDS UNDER \$100

\$661.09

TOTAL OF ALL RELEASES

NONE

TOTAL OF ALL REFUNDS

\$5,944.15



Pender County Request for Board action

TO: Board of County Commissioners
FROM: Capt. Randolph King
DATE: April 4, 2022
SUBJECT: Approve the request to reclassify the current Transportation Supervisor Position to the rank of Sergeant with the target salary of \$47,963.54.

SUMMARY:

The Pender County Sheriff's Office is requesting to reclassify the Jail Division Transportation Supervisor Position from a Grade 6 Step 0 to a Grade 9 Step 0. This reclassification is to identify, designate and reinstate the supervisor position within the Unit. Prior to the recent pay study and approved pay increase, this supervisor position was identified as a Deputy II. With the removal of the Deputy II position, it was reclassified as a Deputy Position. The next position is the first line supervisor which is as a Sergeant.

ACTION REQUESTED:

To approve the request to reclassify the current Transportation Supervisor Position to the rank of Sergeant with the target salary of \$47,963.54.



OFFICE OF THE SHERIFF PENDER COUNTY

Alan W. Cutler, Sheriff

Jail Transportation Sergeant

General Definition of Work

FSLA Status: Non-Exempt

Performs intermediate protective service work supervising the Jail Transportation Unit, transporting inmates to and from other facilities throughout the state, testifying in court if applicable, training new personnel to the transportation unit, maintaining records, preparing reports, preparing unit schedule, overseeing unit's daily activities, maintaining the unit's vehicle fleet, and related work as apparent or assigned. Work is performed under the moderate supervision of the Jail Administrator and or designee. Continuous supervision is exercised over unit personnel. Assist with other duties as needed or assigned.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.

Essential Functions

- Plans, organizes, directs, coordinates and supervises the activities of assigned to the unit.
- Schedules and is assigned to the unit's On Call duties.
- Maintains and operates the unit's vehicle fleet.
- Supervises and trains deputies in the unit and submits quarterly evaluations.
- Transports prisoners to facilities throughout the state to include but not limited to jails, prisons, medical, dental and mental health appointments.
- Serves warrants, summons, subpoenas, court orders, and makes arrests, testifies in court.
- Assists with conducting investigations of crimes; interviews victims and witnesses, secures property and evidence and documents facts and incidents, as it relates to the jail division.
- Assists with court security as necessary.
- Provides jail transportation during special events when applicable.
- Assists the public as necessary; assists disabled motorist as necessary.
- Assists other agencies as necessary.
- Maintains all equipment to include but not limited to restraints for the Jail Division.



OFFICE OF THE SHERIFF PENDER COUNTY

Alan W. Cutler, Sheriff

Knowledge, Skills and Abilities, Education and Experience

Thorough knowledge of the laws and regulations relating to law enforcement administration; thorough knowledge of the Sheriff's Office and Jail Division Policy and Procedures to include all rules and regulations; thorough knowledge of local and state laws and ordinances; thorough knowledge of the geography of the State of North Carolina and the location of confinement facilities; direct and supervise the work of subordinate staff; ability to deal with the public firmly and tactfully; ability to analyze complex law enforcement problems and to adopt quick and effective reasonable courses of action with due regard to surround hazards and circumstances; possession of physical agility and endurance; skill in the use of firearms, chemical agents, weapons of defense and the operation of a motor vehicle; ability to establish and maintain effective working relationships with County officials and other law enforcement agencies and associates.

- High school diploma or GED and considerable experience in law enforcement, or equivalent combination of education and experience.
- Possession of Basic Law Enforcement Training certification.
Recommend attending Detention Officer Certification Course to achieve certification.
- Attend the annual Statewide Misdemeanant Confinement Program Training.
- Must meet and maintain minimum qualifications for the position established by Pender County Sheriff's Office and the State of North Carolina.
- Valid driver's license in the State of North Carolina.

Physical Requirements

This work requires the frequent exertion of up to 10 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires speaking or hearing and reaching with hands and arms, frequently requires sitting, using hands to finger, handle or feel, lifting and repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling and pushing or pulling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection



OFFICE OF THE SHERIFF PENDER COUNTY

Alan W. Cutler, Sheriff

involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to extreme heat (non-weather), exposure to the risk of electrical shock, working with explosives, exposure to vibration and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

Acknowledgement:

Employee: _____

Date: _____



Pender County Approval of a Budget Amendment for Fuel Depot

TO: Board of County Commissioners
FROM: Meg Blue
DATE: April 4, 2022
SUBJECT: Approval of a Budget Amendment for Fuel Depot

SUMMARY:

Fuel prices are significantly higher than anticipated when originally budgeted in prior year. This budget amendment will increase the expenses related to fuel depot bulk pricing as well as the offsetting revenues from outside agencies to allow for fuel purchases and sales through the remainder of the fiscal year.

ACTION REQUESTED:

Approval of attached budget amendment for fuel depots



Pender County Budget Ordinance Amendment

Tuesday, March 15, 2022

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Date Tuesday, March 15, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Division, Program, Project, etc. Fuel Department VARIOUS

Purpose of Request

To increase Fuel revenues and expenditures to accommodate for fuel increases

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	53-332100	Sales of Fuel	425,000
2	53-332200	Sale - Outside Agencies	325,000
3	53-334104	Overhead Fees	90,000
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	53-403101	Fuel Depot - Burgaw	425,000
2	53-403102	Fuel Depot - Hampstead	215,000
3	53-403103	Fuel Depot - Rocky Point	200,000
4			
5			
6			
7			
8			
9			
10			

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

Total Revenues

840000

Total Expenditures

840000

Budget Amendment Balances when Zero.

0

Prepared By:

Kimberly Leonard

Email

kleonard@pendercountync.gov



Pender County
Approval of Budget Amendment for
Concealed Weapon Permit Revenues &
State Distributions through remainder of
FY2022

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 4, 2022
SUBJECT:	Approval of Budget Amendment for Concealed Weapon Permit Revenues & State Distributions through remainder of FY2022

SUMMARY:

A portion of Conceal Weapons Permit revenues are required to be distributed back to the State monthly. This budget amendment will increase the budgeted amount for revenues and related expenditures for Concealed Weapons Permits through the remainder of FY2022.

ACTION REQUESTED:

Approval of Budget Amendment for Concealed Weapon Permit Revenues & State Distributions through remainder of FY2022



Pender County Budget Ordinance Amendment

Friday, March 11, 2022

Page 2 of 3

Date Friday, March 11, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Budget Concealed Weapon Permit Revenues & Expenses through remainder of 2022

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-357550	Concealed Weapon Permit	80000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-404499	NCSBI-Concealed Weapon Permit	80000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 80000

Total Expenditures 80000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** amiller@pendercountync.gov



**Pender County
Approval of Budget Amendment for
Cooperative Extension Program
Revenues & Expenses for the remainder
of FY2022**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 4, 2022
SUBJECT:	Approval of Budget Amendment for Cooperative Extension Program Revenues & Expenses for the remainder of FY2022

SUMMARY:

This budget amendment is to increase budget for programming revenues received from the State for Cooperative Extension program expenses for the remainder of FY2022.

ACTION REQUESTED:

Approval of Budget Amendment for Cooperative Extension Program Revenues & Expenses for the remainder of FY2022



Pender County Budget Ordinance Amendment

Friday, March 11, 2022

Page 2 of 3

Date Friday, March 11, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Department VARIOUS

Purpose of Request

Budget Cooperative Extension Programs Revenues & Expenses for remainder of 2022

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	41-336000	Registration Fees	10000
2	41-336041	Program Sponsor/Materials	2000
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	41-403300	Supplies & Materials	12000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 12000

Total Expenditures 12000

Budget Amendment Balances when Zero. 0

Prepared By: Angela Miller **Email** amiller@pendercountync.gov



Pender County
Approval of BOCC meeting minutes from
March 14, 2022

TO: Board of County Commissioners
FROM: Tera Cline
DATE: April 4, 2022
SUBJECT: Approval of BOCC meeting minutes from March 14, 2022

SUMMARY:

BOCC meeting minutes, March 14, 2022

ACTION REQUESTED:

Approval of BOCC meeting minutes from March 14, 2022



MINUTES
Board of County Commissioners Meeting
Monday, March 14, 2022 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

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

MEMBERS ABSENT:

OTHERS PRESENT:

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

Page

1 CALL TO ORDER

Chairman Piepmeyer called the meeting to order at 4:00 PM

2 INVOCATION

Presented by Commissioner Williams

3 PLEDGE OF ALLEGIANCE

Presented by Commissioner Brown

4 ADOPTION OF AGENDA

- 4.1 Motion to remove agenda items 8.12 and 17.1 and add item numbers 9.7,9.8,9.9, and 9.10.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to remove agenda items 8.12 and 17.1 and add item numbers 9.7,9.8,9.9, and 9.10.

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

CARRIED.

4.2 Motion to adopt amended agenda.

Moved by Jacqueline A. Newton, seconded by David Williams

Amended agenda adopted

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

CARRIED.

5 PRESENTATIONS

5.1 Resolution requesting funding of a 10 Mile Parallel line for the Lower Cape Fear Water and Sewer Authority

19

Tim Holloman with Lower Cape Fear Water and Sewer presented a resolution for approval by the board requesting funding of a 10 Mile Parallel line.

Moved by Jacqueline A. Newton, seconded by David Williams

Resolution approved

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

David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

[10 Mle Parallel Line](#)

5.2 Focus Broadband Great Grant Program

21 - 30

Kris Ward with Focus Broadband presented to the board information on the 2022 NC GREAT grant program.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to add item 5.2 formal vote to the agenda to appropriate funds as well as approve partnership agreement with Focus Broadband NC GREAT grant program.

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

CARRIED.

[NC GREAT Grant - Pdf](#)

6 PUBLIC INFORMATION

6.1 2022-2032 Parks and Recreation Master Plan

Vanessa Lacer, Long Range Planner, presented the draft Parks and Recreation Master plan. Staff provided information on the public input process, key findings, and the goals and recommendations that are contained within the draft Plan. Staff have already presented this item to the Pender County Parks and Recreation Advisory Board on February 28th and the Pender County Planning Board on March 1st, receiving unanimous recommendations of approval from both, and will present this item to the Commissioners again in a final adoption public hearing on April 4th.

7 PUBLIC COMMENT

- 7.1 Donald Sullivan, Atkinson NC, suggested to the board to table the new construction contracting until the economy stabilizes. He stated that investing in construction that is not needed immediately would not be good judgement.

8 CONSENT AGENDA

- 8.1 Approval of a Purchase Order to SHI for Microsoft Enterprise Licensing Annual Renewal in the amount of \$122,113.15.
- 8.2 Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of \$35,275.00..
- 8.3 Approval of the Board of Commissioner Meeting Minutes February 22, 2022
- 8.4 Approval of Budget Amendment for funds received from North Carolina Department of Public Safety in the amount of \$84,269.66.
- 8.5 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: \$692
- 8.6 Accepting Funds from the Office of State Budget Management BOA
- 8.7 Approval Petition for a Road Addition
- 8.8 Approval of surplus Mosquito Control vehicle
- 8.9 Approval of Tax Releases and Refunds
- 8.10 Budget Amendment to add two new positions to the Pay and Classification plan
- 8.11 Approval of BOA to Purchase Johanson Property
- 8.12 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: \$104,598
- 8.13 Approval of BOA to accept funds by the General Assembly
- 8.14 Approval of BOA to purchase 9.26 acres
- 8.15 Approval of BOA to purchase Shiloh convenience site land. Parcel ID 2361-80-7713-0000

Moved by David Williams, seconded by Fred McCoy

Motion to approve consent agenda with removal of item 8.12

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

David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Resolution Approving Contract for Mowing the Pender Commerce Park Roadsides and Expanded Shoulder Areas

Allen Vann, Assistant County Manager, presented bids for mowing of Pender Commerce Park roadsides and expanded shoulder areas. The RFP was advertised from 2-7-2022 to 2-25-2022. The bids ranged as Casteen Property Maintenance - \$36,000 Phillip's Lawn Care - \$24,000 Cutting Edge Lawn Care - \$6,400 Intercoastal Land Maintenance - \$12,800 The RFP requires a service contract/period of seven months beginning Monday, April 4, 2022 and ending on Friday, November 4, 2022. We have increased the number of cut times for the contract period from 14 to 16 times to further enhance the PCP appearance. The board had a discussion on the difference of bids and the process.

Moved by Fred McCoy, seconded by David Williams

Motion to award a contract in the amount of \$12,800.00 to Intercoastal Land Maintenance, Inc. for mowing the Pender Commerce Park Roadsides and Expanded Shoulder Area(s) and approve a purchase order in the same amount to be paid from the Grounds Department Contracted Services budget code 570-404500.

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

CARRIED.

9.2 Resolution Approving Contract for Geotechnical Engineering Services for the new Pender County LEC/Jail

Allen Vann, Assistant County Manager, presented to the board a RFQ. Mr. Vann stated in conjunction with Moseley Architects moving forward

with the design development stage of the new Pender County Law Enforcement Center/Jail, a Request for Qualifications (RFQ) for Geotechnical Engineering Services was issued on February 8 with a due date for responses of February 25, 2022. Pender County chose to waive the Mini-Brooks Act and therefore also requested a proposal for pricing of the services as outlined in the attached RFQ. Two firms responded as follows: ECS in the amount of \$10,300.00 S&ME in the amount of \$18,000.00 In considering the responses, it is recommended to utilize ECS for the Geotechnical Services for the New Jail project in order to perform an in-depth assessment of the property.

Moved by Fred McCoy, seconded by David Williams

Motion to approve a contract with ECS in the amount of \$10,300.00, a Budget Ordinance Amendment as attached for \$11,000, and a subsequent purchase order in the amount of \$10,300.00 to be paid from the New LEC/Jail budget code of 60-404500-6093.

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

CARRIED.

9.3 Approval of Purchase Order to Fairway Ford for the purchase of 2023 Ford Transit Van in the amount of \$52,275.00.

Alan Cutler, Sheriff, requested approval of a Purchase Order to purchase a 2023 Ford Transit 20 mid-roof cargo van. 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, etc.

Moved by David Williams, seconded by Fred McCoy

Motion to approval of Purchase Order to Fairway Ford for the purchase of 2023 Ford Transit 250 mid-roof cargo van in the amount of \$52,275.00.

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

David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9.4 Offer on three surplus lots located on River Bend.

Tera Cline, Clerk to the Board, presented a bid for the county surplus property located at River Bend. (3331-96-5342-0000, 3331-96-4262-0000, 3331-96-3196-0000) with a minimum bid amount of \$28, 000 as assessed by the tax office. Joel Reyes is interested in purchasing the property for \$28,000.00 minimum bid. There is no building on the land. Mr. Reyes recently purchased the parcel located at 1810 Riverbend and realized Lot 7, 8 and 9 would need to be purchased as well for access and septic is located on Lot 7 and some of the home. The tax assessment information was shared with the board as well as the GIS map.

Moved by David Williams, seconded by Fred McCoy

Motion to accept offer of \$28,000.00 on parcel ID 3331-96-5342-0000, 3331-96-4262-0000, 3331-96-3196-0000 Lots 7, 8, 9 Riverbend and direct clerk to advertise upset bid notice.

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

CARRIED.

9.5 Recommendation to award the Internet Services contract to Spectrum Enterprise for a 36-Month term and award the Wide Area Network, 911 Backup, and Hampstead Convenience Center contract to AT&T for a 36-Month term.

Earl Moore, IT, presented to the board information in regards to the contract for Internet Services and Wide Area Network (WAN) Services ends at the end of this fiscal year. In collaboration with the County's E-Rate Consultant, E-Rate Services, LLC, Pender County issued a Request for Proposal (RFP) on January 6th, 2022, requesting proposals

for Fiber Internet and Wide Area Network (WAN) for Pender County Buildings. Based on the submitted proposals, the County will see an estimated annual savings of \$16,640. This includes an estimated savings of \$5,509.80 for Internet Services and \$11,130 for WAN Services. In addition, Pender will receive an estimated \$10,980 annually, in E-Rate funding, for the eligible sites. Staff are requesting that the Board of County Commissioners consider approving the two contracts to allow work to begin in preparation for service beginning after July 1, 2022. Once the Fiscal Year 2022-2023 Budget has been approved, staff will request a purchase order to encumber the funds for the entire fiscal year.

Moved by David Williams, seconded by Fred McCoy

Motion to award the Internet Services contract to Spectrum Enterprise for a 36-Month Term and award the Wide Area Network, 911 Backup, and Hampstead Convenience Center contract to AT&T for a 36-Month Term.

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

CARRIED.

9.6 Emergency Management & Facilities Purchase Order for Generators

Tommy Batson, Emergency Management Director, requested the board to authorize a purchase order in the amount of \$310,376.40 to National Power to purchase one (1) 250kVA Generator and three 100kVA generators. Purchase from Account 500-407480 & 525002-407400. The purchase is for three (3) 100kVA generators and one (1) 250kVA generator. This will replace four of the six generators used primary for shelter operations during storms. In addition, these generators are portable and if needed to support critical sites, county facilities, disaster response, pump stations, lift stations and any emergency service station if needed. These generators will be purchased from National Power out of Raleigh, NC under the NC Sheriffs Association contract. These generators are expected to be delivered in 24- 28 weeks. Currently, we plan on releasing the four oldest generators to the Asset Manager for surplus.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion to approve a purchase order in the amount of \$310,376.40 to National Power to purchase one (1) 250kVA Generator and three 100kVA generators. Purchase from Account 500-407480 & 525002-407400.

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

CARRIED.

- 9.7 Resolution Supporting Grant Application to North Carolina Emergency Management (NCEM) Transportation Infrastructure Resiliency Fund for a Resiliency Analysis of the NC 210 Corridor between Rocky Point and Hampstead 31 - 32

Travis Henley, Planning Director, presented a resolution supporting a grant for transportation infrastructure resiliency fund.

Moved by David Williams, seconded by George Brown

Motion to adopt resolution

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

CARRIED.

[Grant NC Emergency Management](#)

- 9.8 Resolution for approval of sale of county property parcel number 2291-78-1338-0000 (Lot 6)

Moved by David Williams, seconded by George Brown

Agenda items 9.8 and 9.9 and 9.10 resolutions for sale of county owned land all presented and approved at one time.

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

CARRIED.

9.9 Resolution for approval of sale of county property parcel number 2291-78-7704-0000 (Lot 7)

9.10 Resolution Authorizing the Sale of County Owned Real Property Land totaling approximately 150 +/- net acres located at Vitamin Drive and US Highway 421 in Pender County, parcel numbers 2291-95-4885-0000 and 2291-84-9960-0000 also generally known as all or parts of Lots 12,15,16,17 and 18 and 19 in Pender Commerce Park.

10 DISCUSSION

10.1 Review and or Approval of BOCC Rules of Procedures

33 - 49

The board discussed the adoption of the rules of procedures that were first presented in 2017 but not adopted. They all reviewed and approved.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to adopt BOCC Rules of Procedures

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

CARRIED.

[Rules of Procedure](#)

11 APPOINTMENTS

11.1 Approval of an Appointment to the Pender Fire and EMS Board

Moved by David Williams, seconded by George Brown

Motion to approve

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

CARRIED.

11.2 Approval of an Appointment to the Pender Fire and EMS Board

Moved by Fred McCoy, seconded by David Williams

Motion to approve

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

CARRIED.

11.3 Motion to excuse Commissioner Brown from the meeting.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion approved

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

David Williams	x			
	5	0	0	0

CARRIED.

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

Opened as Pender County Board of Health at 5:30 PM and closed at 5:33 PM

- 17.1 Carolyn Moser, Health Director, gave a brief covid update. She noted the state is requesting citizens to use the CDC covid tracker for information pertaining to the virus.

18 SOCIAL SERVICES BOARD

Opened as Pender County Social Services Board at 5:33 pm and closed at 5:38 PM

- 18.1 Wes Stewart, Director of DSS, explained to the board an email he sent to them in regards to a letter of support of Trillium Health Resources to continue to manage all healthcare for children, young adults, and their family members with Medicaid who are involved in the foster care system. He discussed his issues with the attached letter of support with Dennis Williams, Trillium's Southern Regional Director. The LME/MCO's across the state are advocating for a regional approach which would allow all LME/MCO's to be positioned to continue business as usual. Mr. Stewart believes that Trillium has tried in a multitude of ways to expand their network to date, they have been unsuccessful, especially with those children that are difficult to place. Because of his responsibility as the DSS Director to act as this child's parent equates to my having to house these children in the DSS building. Beyond the obvious challenges with this scenario, no private sleeping quarters, no showers, etc.. Other challenges that come with this are things like medication management, the use of physical or pharmaceutical restraints, etc., none of which are DSS Social Workers qualifications.

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

19.1 Trey Thurman, County Attorney

- Closed session items :
- Three attorney client
- Four economic development
- Five acquisition of real property

Chad McEwen, County Manager

- Informed the board that a BOA would be coming forward to approve the receipt of \$4 million dollars from DOT for road construction at Pender Commerce Park.
- Moving forward with closing on the DBL tract and Kauffman tract.
- Updated the board on an under ground vault found on the BASF property and let them know there would be a change order for demolition.

Doug Shipley, Assistant Manager, followed up on the parks and rec master plan presentation.

Commissioner Newton, expressed her concern for possible caution light or something at the Malpass Corner intersection at 421. She also thanked the animal shelter staff for a job well done.

Commissioner McCoy, stated he enjoyed the ground breaking ceremony for the new bypass.

Vice-Chairman Williams, dismissed a rumor that he is pushing for the Pender Fire and EMS merger due to going to work with Novant.

Chairman Piepmeyer, thanked the staff on a very good retreat.

20 CLOSED SESSION (IF APPLICABLE).

- 20.1 Motion to move to closed session at 5:55 PM made by Vice Chairman Williams Second by Commissioner Newton. Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the

attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development.5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment.

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

21.1 SUP 2022-24

Vanessa Lacer, Long Range Planner, presented on behalf of Cellco Partnership d/b/a Verizon Wireless, applicant, on behalf of Jimmy and Lisa Shackelford, owners, is requesting approval of a Special Use Permit for the construction and operation of a passive, unstaffed telecommunications facility including a 280' tower, 5' lightning rod and associated equipment within a 70'x70' fenced compound within a 100'x100' lease area. The subject property is on the north side of HWY 53 East in the Holly Shelter township, approximately 7.5 miles east of Burgaw. The project site will be near the eastern parcel border, set back 845' from the right-of-way and may further be identified by Pender County PIN 3351-48-5352-0000. She confirmed that the conditions were based on the Pender County Unified Development Ordinance.

Ralph Winegarden, Faulk and Foster, on behalf of Cellco Partnership stated to the board that this location is desperately needed to fill in the

dead space between Burgaw and Maple Hill. He also addressed the idea of other providers being able to use the property as well. Mr. Winegarden confirmed the height of the tower.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion approved

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

CARRIED.

21.2 SUP 2022-26

Travis Henley, Planning Director, presented on behalf of Old North State Water Company, LLC, applicant and owner, is seeking a revision to an existing Special Use Permit for the Majestic Oaks Wastewater Treatment Facility. Specifically, the request is to accommodate an existing Sewage Lift Station that was constructed prior to a needed revision to the existing Special Use Permit. The subject property is located within the Majestic Oaks subdivision on the southern side of Dan Owen Drive near the terminus of Milne Way, approximately 0.5 miles east of the intersection of US HWY 17 and NC HWY 210 in the Topsail Township. There are two tracts totaling approximately 5.39 acres of land associated with this request and may be further identified by Pender County PINs 3292-05-6741-0000 and 3292-05-8598-0000. Mr. Henley shared the conditions set forth by the Board of Adjustment on the variance case. First being, fencing shall be installed in accordance with the Pender County UDO for structures above grade and the second being, all fines incurred or to be incurred due to the zoning violation currently pending on subject property shall be paid.

Tammy Kemerait, Attorney, representing Old North State Water Company. She stated the variance has already been approved by the Board of Adjustment to reduce the setback and the buffer requirements. The Old North State facility has some environmental issue therefore they are requesting an amendment to the current special use permit. Ms. Kemerait stated they are working with NC Utilities Commission to transfer ownership of the wastewater treatment facility from Old North

State to Pluris as well as getting limitations. Once the approvals are complete and the construction of the new facility is complete then the existing wastewater treatment facility is going to be decommissioned and removed. Chairman Piepmeyer requested a timeline of the project. Maurice Gallarda, Pluris, stated the easement issue falls on Pluris and anticipate approval from the commission within a 60-day horizon. Ms. Kemerait stated the beginning construction on the new lift station was an inadvertent mistake being rushed to treat the wastewater with the Pluris plant. Construction has been halted until appropriate permits have been received by the county. She gave a brief overview of the Pluris plant and reviews. She shared the site plan and location map of the new lift station as well as the landscaping. Ms. Kemerait confirmed that all the standards for the special use permit have been met to grant the amendment to the current special use permit. An engineer from Pluris confirmed the lift station would not be at capacity and it could be increased if needed. She closed stating she spoke Tammy Bailey and understands Pluris will be working with her on her issues.

Trey Thurman, County Attorney, and John McDonald, Owner of Old North State Water Company, confirmed a condition of decommissioning the old plant will be approved by the NC Utilities Commission.

Karin Kemerait, attorney, stated they would be happy to add the condition that once decommissioning is approved by the NC Utilities Commission they will file an updated site plan with the county to satisfy the approved SUP.

Tammy Bailey, 102 Bay Blossom, stated she spoke with John McDonald with Old State and Mr. Hoffer with Pluris and they have agreed to help her with her concerns.

Leon Els, 302 Chuckanut Dr., spoke in support of Pluris taking the plant over.

Moved by David Williams, seconded by Fred McCoy

Motion to approve the SUP with condition added that a modified site plan be given once decommissioning is done.

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

David Williams	x			
	4	0	0	1

CARRIED.

21.3 ZTA 2021-15

Vanessa Lacer, Long Range Planner, presented on behalf of Pender County, applicant, is requesting the approval of a Zoning Text Amendment to the Pender County Unified Development Ordinance. Specifically, the request is to amend Article 3, Sections 3.1.1 'Pre-Submittal Meeting with Staff,' 3.1.2 'Application Requirements,' 3.5.3 'Pre Application Conference,' 3.5.4 'Review,' 3.9.2 'Pre Application Conference,' 3.9.3 'Review,' 3.10.2 'Pre Application Conference,' and 3.14.3 'Pre-Application Conference' and various workflow figures within Article 3 'Review Procedures' to ensure conformance with updated ordinance language. This request revises the current requirements for presubmittal meetings, fees and waiting periods in order to improve the efficiency of the application review process. A detailed description of the proposed change is available in the Pender County Planning and Community Development Department offices. The applicant requests to remove the requirement in Section 3.1.1.C for face-to-face presubmittal meetings and a thirty (30) day wait period prior to submission of an application following the pre-submittal meeting. Staff have found applicants are often well-versed in application requirements and the review process, sometimes rendering a pre-submittal meeting unnecessary. Removing the requirement for a pre-submittal meeting would simplify the application process for experienced applicants and increase efficiency for all parties involved, including Staff and applicants, as only necessary meetings would be conducted. For applications where a presubmittal meeting is necessary, advances in virtual communication technology, such as Microsoft Teams or Zoom, easily replace face-to-face meetings. A virtual or conference call option reduces barriers for applicants such as mobility or distance while providing the same level of service as a face-to-face meeting. Ms. Lacer confirmed with the board the exact intent of the text amendment.

Doug Shipley, Assistant County Manager, asked about consistency of Environmental Health taking payments in advance. Travis Henley stated that the UDO is only for planning.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion approved

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

CARRIED.

22 NEXT MEETING DATE

22.1 Monday April, 4 2022 4:00 PM
805 S. Walker Street Burgaw NC
BOCC meeting Room

23 ADJOURNMENT

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Meeting adjourned at 8:16 PM

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

CARRIED.

**Resolution Requesting funding of a 10 Mile Parallel line
For the Lower Cape Fear Water and Sewer Authority**

WHEREAS, the Lower Cape Fear Water and Sewer Authority (Authority) serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments; and

WHEREAS, the Authority, as the largest regional water system in Eastern North Carolina, has the primary role of providing raw water from the Cape Fear to supply treatment facilities that serve 550,000 customers in three separate counties; and,

WHEREAS the Pender County Board of Commissioners wish to ensure reliable availability and redundancy; and

WHEREAS, this past November, the Authority experienced a major leak on a segment of line without redundancy; and

WHEREAS, should this same type of leak have occurred during the peak seasonal months, the potable water needs of the Authority's wholesale customers, to include the State Port, ten regional medical facilities, the Sunny Point Military Terminal, the rail terminal in Leland and the Port terminal in Boiling Springs Lakes, and numerous other essential operating businesses and facilities would be at risk, forcing those users to take extreme conservation measures during a worst-case crisis scenario; and

WHEREAS the current estimated cost for a 48" parallel line to resolve this risk is projected to be \$54 million; and

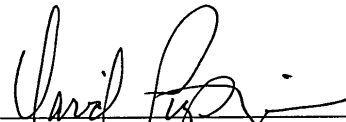
WHEREAS such funding burden would endanger or preclude funding for routine maintenance or other critical projects for the foreseeable future; and

WHEREAS the Pender County Commissioners along with the Authority's Board of Directors calls upon the legislators to assist in funding this critical regional infrastructure for eastern North Carolina.

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and the Pender County Board of Commissioners request members of the North Carolina Legislature to allocate funding for a ten-mile parallel line for the purposes of redundancy, reliability, and emergency management.

THEREFORE, BE IT FURTHER RESOLVED, that a copy of this resolution be recorded in the permanent minutes of this Board.

Adopted this 14th day of March 2022.


David Piepmeyer, Chairman


Tera Cline, Clerk to the Board



**Pender County
Focus Broadband Great Grant Program**

TO: Board of County Commissioners
FROM: Kris Ward and Jody Heustess
DATE: March 14, 2022
SUBJECT: Focus Broadband Great Grant Program

SUMMARY:
Presentation on the 2022 NC GREAT Grant Program

2022 NC GREAT Grant Program

- \$350 million appropriated from the American Rescue Plan Act for the GREAT Grant Program.
- Application Window - January 31st to April 4th
- Maximum grant size is \$4 million.
- Maximum grants per county is \$8 million per fiscal year. Only one can be given to a county unless additional funds remain after all grants to different counties have been awarded.
- Any project applied for and not funded in an award round will be eligible for the Completing Access to Broadband (CAB) program.



2022 NC GREAT Grant Program

- Eligible Project Areas - A designated geographic area without access to 25/3 Mbps offered by a wireline or fixed wireless provider.
- Projects must be completed within 2 years of execution of grant agreement.
- Speed Requirement for NC GREAT Grant: 100:20 minimum initially and reliably provide 100:100 by December 31, 2026.
- Tier One and Tier Two counties are eligible as well as rural census tracts for Tier Three counties.



2022 NC GREAT Grant Program

- Partnerships- Up to 4 partnership points available. A formalized written agreement must exist between the provider and the partner providing specific terms and conditions and be signed and attested to by both parties.
- A county can enter into a partnership with more than one provider.
- 1 point - will be awarded where infrastructure that has been installed for the partner's non-consumer broadband purposes is made available, or other property, buildings, or structures, for a proposed project.
- 3 points will be awarded for a partnership where the county's financial match is comprised entirely from federal ARP funds intended for broadband infrastructure.
- If a county in a partnership makes a financial contribution to a project with funds *entirely* from ARP funding, the required amount of matching funds will be reduced to 15%.



2022 NC GREAT Grant Program

➤ SCORING

➤ Partnership: Possible 4 points

- Infrastructure - 1 point
- Financial Match - 3 points (completely from ARP)

➤ Unserved Households - This is chart determined.

- Pender County shows having 5,149 unserved homes providing 3 points.

➤ Unserved Households to be Served - Chart determined

- Divide number of HHs project proposes (1,331) to serve by total unserved HH (5,149), for Pender this is just above 25%.
- This will provide 3 points.

Unserved HH	Points
500 or less	1
501-1400	2
Over 1400	3

Unserved HH to be served	Points
Less than 15%	1
15% - 25%	2
Over 25%	3

FOCUS
BROADBAND

2022 NC GREAT Grant Program

➤ SCORING Cont'd.

➤ Unserved Businesses

- More than 10 businesses yields 3 points. We have identified 34 businesses in the proposed project area, so we anticipate 3 points.

➤ Cost Per Household or Business

- Points will be awarded based on the estimated cost per household or business to be served.
- Engineering studies have determined the cost per location to be around \$3,800 per address which would yield 8 points.

➤ Base Speed Multiplier

- Based on the minimum speeds offered, a base speed multiplier will be used as a multiple of the sum of the points awarded in the scoring categories.
- FOCUS Broadband will offer symmetrical speeds up to 2 Gig, so we would qualify for the 3x multiplier.

Unserved Businesses	Points
Between 1 and 4	1
5 to 10	2
More than 10 or a business w/31 or more employees	3

Est. Cost Per Location	Points
Up to \$3,500	9
\$3,500 to \$5,000	8
\$5,000 to \$6,000	7
\$6,000 and over	0

Minimum Speeds	Multiplier
100:20 up to 100:100	1.00
100 Mbps, symmetrical	2.00
Greater than 100:100 Mbps	3.00



2022 NC GREAT Grant Program

➤ SCORING Cont'd.

- Additional Points - 1 point (after the base speed multiplier)
 - Community Broadband Playbook, or Current Broadband Planning Committee, or a broadband study within the past two years (Pender County's recently approved Digital Broadband Plan).
- County must write a letter stating they have one of these.
- County Match Amount
 - A county can contribute a maximum of 50% of the required project match.
 - The overall grant amount can't exceed \$4 million.

County Match Amount	Points
\$1,000,000 to \$2,000,000	1
\$2,000,001 to \$4,000,000	2
\$4,000,001 to \$6,000,001	3
\$6,000,001 to \$8,000,000	4
More than \$8,000,000	5
<i>This is for counties who received more than \$8 million in ARP Funding</i>	

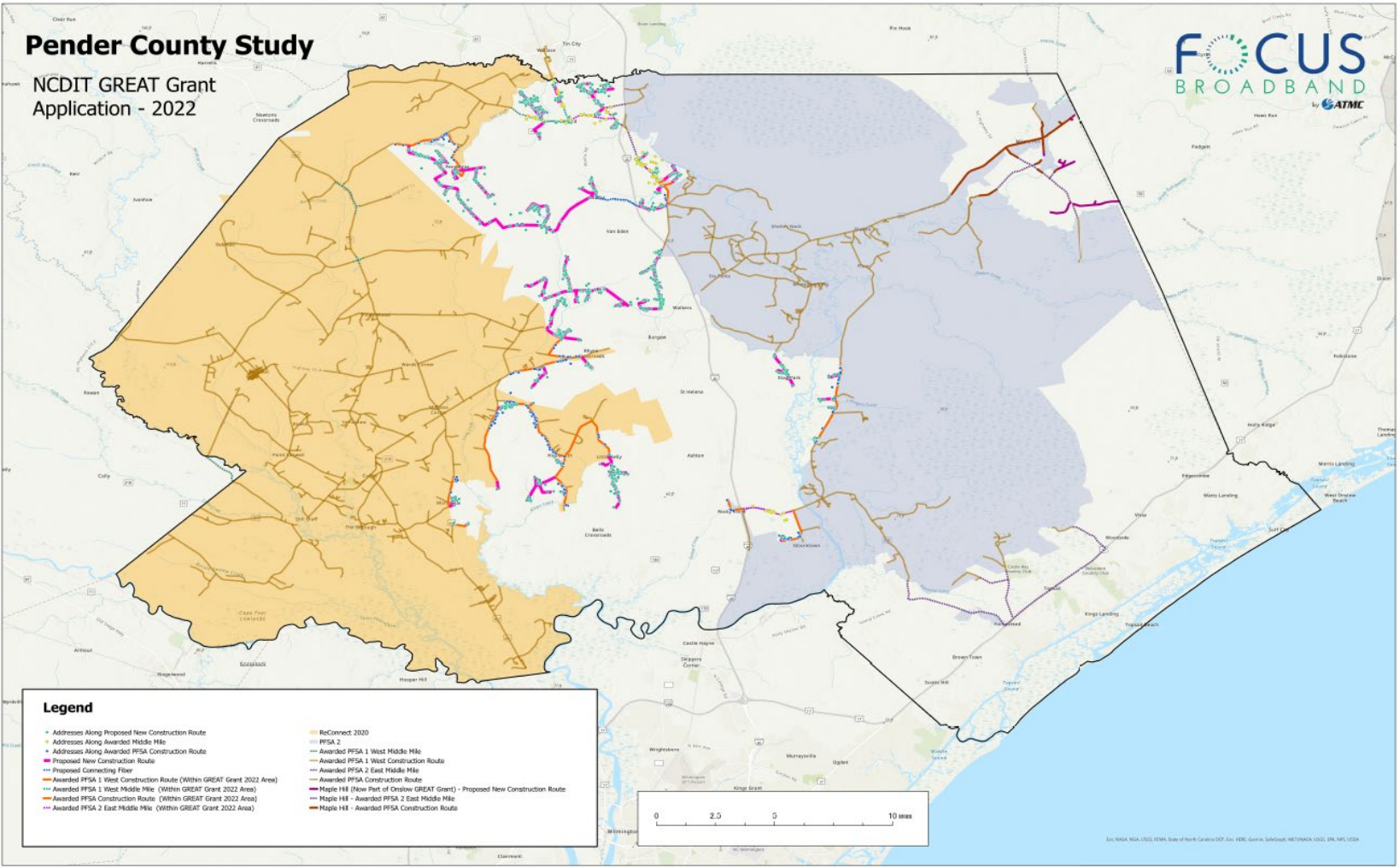
County Match Amount	Points
\$250,000 to \$6,000,000	6
\$6,000,000 to \$8,000,000	7
<i>This is for counties who received less than \$8 million in ARP Funding</i>	



2022 NC GREAT Grant Program

➤ Scoring Summary:

Scoring Category	Max Points	Pender Anticipated Score
Partnership Infrastructure	1	1
Partnership Match from ARP	3	Up to 3
Unserved Households	3	3
Unserved HH to be Served	3	3*
Unserved Businesses	3	3*
Cost Per HH or Business	9	8*
Base Speed Multiplier	X 3	X 3
Initial Points	66	54-63
Community BB Planning	1	1
County Match	6	TBD
Final Point Total	73	55-64



2022 NC GREAT Grant Program

➤ Summary:

➤ Pender

- Network to be built is estimated at 110.3 miles
- Estimated cost - \$5,095,350
- Estimated number of unserved HHs – 1,297
- Estimated number of unserved Businesses and Anchor Institutions - 34

- Possible county match of \$547,675 using ARP funds or unrestricted general funds.



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



County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk To the Board
Tera Cline

**Resolution Supporting Grant Application to North Carolina Emergency Management (NCEM)
Transportation Infrastructure Resiliency Fund for a Resiliency Analysis of the NC 210 Corridor
Between US 17 in Hampstead, NC and US 117 in Rocky Point, NC**

WHEREAS, Pender County supports efforts toward a resilient transportation system across the County and the Cape Fear Region; and

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

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

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

WHEREAS, NC 210 is currently susceptible to flooding in numerous locations between Hampstead and Rocky Point, including the Northeast Cape Fear River crossing and other creek crossings, as evidenced by the impacts during and following Hurricane Florence; and

WHEREAS, a resilient NC 210 corridor between Hampstead and Rocky Point provides numerous safety and economic benefits in the immediate and long-term aftermath of tropical systems, flooding events, wildfires, and other hazards; and

WHEREAS, grant funding is available at 100% funded through the North Carolina Emergency Management (NCEM) Transportation Infrastructure Resiliency Fund to ensure transportation resilience against natural disasters; and

WHEREAS, Pender County Planning and Community Development staff propose to submit a grant application to fund a Resiliency Analysis of the NC 210 corridor between US 17 in Hampstead, NC and US 117 in Rocky Point, NC.

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



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

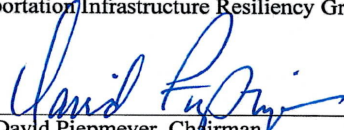


Board of Commissioners
David A. Piepmeyer, Chairman
J. David Williams, Jr. Vice Chairman
Jaqueline A. (Jackie) Newton
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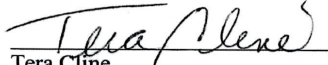
County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk To the Board
Tera Cline

NOW THEREFORE, be it resolved that the Pender County Board of Commissioners hereby supports an application for funding through the NCEM Transportation Infrastructure Resiliency Grant.

Adopted this the 14th March 2022.


David Piepmeyer, Chairman
Pender County Board of Commissioners

ATTEST:


Tera Cline
Clerk to the Board



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



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



**Rules of Procedure
Pender County Board of Commissioners**

Adopted the 14 day of March, 2022.

I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Board of Commissioners of Pender County at which the board is empowered to exercise any of the executive, quasi-judicial, administrative, or legislative powers conferred on it by law.

II. Open Meetings

Rule 2. Meetings to Be Open

(a) It is the public policy of North Carolina and of Pender County that the hearings, deliberations, and actions of this board and its committees be conducted openly.

(b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Pender County Board of Commissioners shall be open to the public and any person is entitled to attend such a meeting.

(c) For the purposes of the provisions of these rules concerning open meetings, an official meeting of the board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the board.

Rule 3. Closed Sessions

(a) Notwithstanding the provisions of Rule 2, the board may hold a closed session and exclude the public under the following circumstances and no others:

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or is not considered a public record within the meaning of Chapter 132 of the General Statutes.
2. To consult with the county attorney or another attorney employed or retained by the county in order to preserve the attorney–client privilege.
3. To discuss matters relating to the location or expansion of industries or other businesses in the county.
4. To consider and take action with respect to the position to be taken by the county in negotiating the price or other material terms of an agreement for the acquisition or lease of real property.
5. To consider and take action with respect to the position to be taken by the county in negotiating the amount of compensation or other material terms of an employment contract.
6. To consider the initial employment or appointment of an individual to any office or position, other than a vacancy in the board of county commissioners or any other public body, and to consider the qualifications, competence, performance, character, and fitness of any public officer or employee, other than a member of the board of commissioners or of some other public body.

7. To hear or investigate a charge or complaint by or against an individual public officer or employee.

8. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.

(b) The board may go into closed session only upon motion made and adopted at an open meeting. A motion to go into closed session must cite one or more of the permissible purposes listed in subsection (a) of this rule. In addition, a motion to go into closed session pursuant to Rule 3(a)(1) must state the name or citation of the law that renders the information to be discussed privileged or confidential, and a motion to go into closed session pursuant to Rule 3(a)(2) must identify the parties in each existing lawsuit, if any, concerning which the board expects to receive advice during the closed session.

(c) Unless the motion to go into closed session provides otherwise, the county manager, county attorney, and clerk to the board may attend the closed session. No other person may attend the closed session unless specifically invited by majority vote of the board.

III. Organization of the Board

Rule 4. Organizational Meeting

(a) **Even-Numbered Years.** The board shall hold an organizational meeting at its regular meeting place at 4:00 P.M. on the first Monday in December of each even-numbered year. The first order of business will be the approval of any prior minutes. The induction of newly elected members of the board of county commissioners will then follow. The previous chairman will ask the County Attorney to preside until a chair is elected. If they have not already been sworn and inducted into office, the newly elected members of the board shall take and subscribe the oath of office. Then the board shall elect a chair and vice-chair from among its members. The attorney will turn the meeting over to the new Chairman. For the last orders of business, the board may (re)appoint a clerk and an attorney.

(b) **Odd-Numbered Years.** At the first regular meeting in December of each odd-numbered year, the first order of business shall be approval of the minutes of the previous meeting. The second order of business shall be election of the chair and vice-chair for the ensuing year. The third and fourth orders of business shall be appointment of the clerk and county attorney.

Rule 5. Election of the Chair

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 becomes disqualified to serve as a member of the board.

IV. Regular and Special Meetings

Rule 6. Regular and Special Meetings

(a) **Regular Meetings.** The board shall hold a regular meeting on the first and third Monday of each month with the exception of March, July, and December which only have one meeting. If a regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at 805 S. Walker Street, Burgaw and shall begin at 4:00 P.M. unless otherwise advertised. The board may change the place or time of a particular regular meeting or all regular meetings within a specified time period by resolution adopted, posted, and noticed no less than seven days before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the board.

(b) **Special Meetings.** The chair or a majority of the members of the board may at any time call a special meeting of the board by signing a notice stating the time and place of the meeting and the subjects to be considered. The person or persons who call the meeting shall cause the notice to be posted on the door of the regular meeting place and delivered to the chair and all other board members at least 48 hours before the meeting. In addition, the notice shall be delivered to individual persons and news media organizations who have requested such notice as provided in subsection (d), below. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those who are not present have signed a written waiver.

(c) **Emergency Meetings.** If a special meeting is called to deal with an unexpected circumstance that requires immediate consideration by the board, the notice requirements of this rule do not apply. However, the person or persons who call an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations who have requested notice of special meetings as provided in subsection (d), below, shall be notified of such emergency meetings by the same method used to notify board members. Only business connected with the emergency may be discussed at the meeting.

(d) **Sunshine List.** Any individual person and any newspaper, wire service, radio station, and television station may file with the clerk to the board of commissioners a written request for notice of all special meetings of the board.

(e) **Work Sessions and Committee Meetings.** The board may schedule work sessions, committee meetings, or other informal meetings of the board or a majority of the members of the board at such times and with respect to such subject matter as may be established by resolution or order of the board. A schedule of any such meetings that are held on a regular basis shall be filed in the same place and manner

as the schedule of regular meetings. Work sessions and other informal official meetings not held on a regular schedule are subject to the same notice requirements as special board meetings.

Rule 7. All Meetings within the County

All meetings shall be held within the boundaries of Pender County except as otherwise provided herein.

1. A joint meeting with the governing board of any other political subdivision of this state or any other state may be held within the boundaries of either subdivision as may be stated in the call of the meeting. At any such joint meeting, this board reserves the right to vote separately on all matters coming before the joint meeting.
2. A special meeting called for the purpose of considering and acting upon any order or resolution requesting members of the General Assembly representing all or any portion of this county to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or such other place as may be stated in the call of the meeting.

Rule 8. Broadcasting and Recording Meetings

(a) Except as provided in this rule, any radio or television station is entitled to broadcast all or any part of an official meeting of the board that is required to be open to the public. Any person may photograph, film, tape-record, or otherwise reproduce any part of a meeting required to be open.

(b) Any radio or television station wishing to broadcast any portion of an official meeting of the board shall so notify the county manager no later than twenty-four hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site in the county office building is available, the county manager may require the news media either to pool equipment and personnel or to secure and pay the costs of an alternative meeting site that is mutually agreeable to the board and the media representatives.

V. Agenda

Rule 9. Agenda

(a) The clerk to the board shall prepare the agenda for each regular, special, and emergency meeting. A request to have an item of business placed on the agenda for a regular meeting must be received at least two weeks before the meeting. Any board member may, by a timely request, have an item placed on the agenda.

(b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. A copy of the agenda packet shall be delivered to each member no later than the Thursday before the meeting. Documents in the agenda packet, if not previously available for public inspection, shall become so when packets have been delivered to each board member or left at his or her usual dwelling. The short agenda will also be published in the Pender-Topsail Post and Voice the Thursday Prior to the meeting.

(c) The board may, only by unanimous vote, add an item that is not on the agenda.

Rule 10. Informal Public Comments

The clerk to the board shall include on the agenda of each regular meeting a period of at least thirty minutes for comments or questions from members of the public in attendance. Those wishing to speak must sign in prior to 4:00 P.M. on the sign-in sheet posted outside of the Commissioners Meeting Room. At the time of Public Comment, speakers will be acknowledged by the Board Chair in the order in which names appear on the sign-in sheet. Speakers shall address the Board from the podium, and begin comments by stating name and address. Speakers shall be courteous and respectful in their remarks and shall refrain from personal attacks, the use of profanity, and the discussion of personnel or other matters deemed confidential by law. Speakers are limited to 2-3 minutes depending on the number of people signed up. The Chairman will decide the time limit before starting public comment and speakers will be timed.

Rule 11. Order of Business

At regular meetings, the board shall proceed to business in the following order:

1. Call to Order
2. Invocation
3. Pledge of Allegiance

4. Adoption of Agenda
5. Public Information
6. Public Comment
7. Consent Agenda
8. Approvals & Resolutions (Action Items)
9. Discussion Items
10. Appointments
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, Finance Director, and County Commissioners
19. Closed Session
20. 7PM Public Hearings (Second Meeting of Month unless there is only one meeting)
22. Adjournment

Without objection, the chair may call items in any order most convenient for the dispatch of business.

As a matter of courtesy, by general consent, those items that require the participation of nonmembers, such as members of the public and administrative officials, may be considered first.

VI. Conduct of Debate

Rule 12. Powers of the Chair

The chair shall preside at all meetings of the board. A member must be recognized by the chair in order to address the board. The chair shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes;
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency.

Rule 13. Action by the Board

The board shall proceed by motion and a second. The Chair can neither make nor second a motion. The chair may invite another member to make a motion on his or her behalf.

Rule 14. One Motion at a Time

A member may make only one motion at a time.

Rule 15. Substantive Motion

A substantive motion is out of order while another substantive motion is pending.

Rule 16. Adoption by Majority Vote

A motion shall be adopted if approved by a majority of the votes cast, a quorum being present, unless an extraordinary majority is required by these rules or the laws of North Carolina.

Rule 17. Procedural Motions

(a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption.

(b) In order of priority (if applicable), the procedural motions are:

1. *To Adjourn.* The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
2. *To Take a Recess.*
3. *To Call to Follow the Agenda.* The motion must be made at the first reasonable opportunity or it is waived.
4. *To Suspend the Rules.* The motion requires a vote equal to a quorum.
5. *To Divide a Complex Motion and Consider It by Paragraph.*
6. *To Defer Consideration.* A substantive motion whose consideration has been deferred expires one hundred days thereafter, unless a motion to revive consideration is adopted.
7. *To Postpone to a Certain Time or Day.*
8. *To Amend.* An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.
9. *To Revive Consideration.* The motion is in order at any time within one hundred days of a vote deferring consideration of it. A substantive motion on which consideration has been deferred expires [one hundred] days after the deferral, unless a motion to revive consideration is adopted.
10. *To Reconsider.* The motion must be made at the same meeting at which the original vote was taken, and by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order at any time before adjournment.
11. *To Prevent Reconsideration for Six Months.* The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires a vote equal to a quorum and is valid for six months or until the next regular election of county commissioners, whichever occurs first.

Rule 18. Renewal of Motion

A defeated motion may not be renewed at the same meeting.

Rule 19. Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before the chair puts the motion to a vote.

Rule 20. Duty to Vote

It is the duty of each member to vote unless excused by a majority vote according to law. The board may excuse members from voting on matters involving their own financial interest or official conduct. A member who wishes to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

Rule 21. Prohibition of Secret Voting

No vote may be taken by secret ballot. If the board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, at which time they may be destroyed.

Rule 22. Action by Reference

The board shall not deliberate, vote, or otherwise act on any matter by reference to an agenda or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted on.

Rule 23. Introduction of Ordinances, Resolutions, and Orders

A proposed ordinance shall be deemed introduced at the first meeting at which it is on the agenda, regardless of whether it is actually considered by the board, and its introduction shall be recorded in the minutes.

Rule 24. Adoption, Amendment, or Repeal of Ordinances

To be adopted at the meeting where first introduced, an ordinance or any action with the effect of an ordinance, or any ordinance amending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the board of

commissioners. If the proposed measure is approved by a majority of those voting but not by all the members of the board, or if the measure is not voted on at the meeting where introduced, it shall be considered at the next regular meeting of the board. If the proposal receives a majority of the votes cast at the next meeting or within one hundred days of being introduced, it is adopted.

Rule 25. Quorum

A majority of the board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he or she shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

Rule 29. Public Hearings and Public Comment Periods

(a) **Public Hearings.** Public hearings required by law or deemed advisable by the board shall be organized by a special order, adopted by a majority vote, setting forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted to each speaker and designating representatives to speak for large groups. At the appointed time, the chair shall call the hearing to order and preside over it. When the allotted time expires, the chair shall declare the hearing ended and the board shall resume the regular order of business.

(b) **Public Comment Periods.** The board shall provide at least one period for public comment per month during a regular meeting. The board may adopt reasonable regulations governing the conduct of the public comment period, including but not limited to rules setting time limits for speakers, and providing for (1) the designation of representatives to speak for groups supporting or opposing the same position, (2) the selection of delegates from groups with the same position when the meeting hall's capacity is exceeded, and (3) the maintenance of order and decorum in the conduct of the public comment period. The board shall not restrict speakers based on subject matter, point of view, or the fact that the board may find the remarks offensive or insulting, as long as the comments pertain to a subject that is within the board's real or apparent jurisdiction.

Rule 30. Quorum at Public Hearings

A quorum of the board shall be required at all public hearings required by law.

Rule 31. Minutes

The Clerk to the Board will prepare and keep all minutes and they shall be adopted at the following Board Meeting.

Rule 32. Appointments

The board shall use the following procedure to make appointments to fill vacancies in the board itself or in other boards and public offices over which the board has power of appointment. The chair shall open the floor to nominations, whereupon the members shall put forward and debate names of possible appointees. When debate ends, the chair shall call the roll of the members, and each member shall vote. The votes shall not be tallied until each member has voted. The policy of the County of Pender governing Board of County Commissioners appointments to various boards, commissions, committees or authorities is as follows:

- a) Any citizen of Pender County is eligible to be appointed to serve on boards, commissions, committees or authorities where such appointment is necessary and is not prohibited by state statute, ordinance or this policy.
- b) No citizen of Pender County may serve in more than two appointed positions of Pender County government unless exempted by nature of the position he or she may hold in governmental service. Pender County employees are prohibited from being appointed to boards, commissions, committees or authorities that are created by the County, except in an ex-officio capacity. Members of the Board of Commissioners are exempt from this limitation due to the multiple boards on which elected officials must be represented.
- c) Unless otherwise stated by statute, resolution or ordinance, all terms of office to Pender County created Boards shall be three (3) years. No citizen may serve more than three (3) consecutive terms or ten (10) years total in any one position. The ten (10) year term limit may be waived only in the event an appointment has not been made by the Board of Commissioners for an expired term, and the current appointment to that position whose term has expired is willing and able to continue serving until such time as the new appointment is made. Unless otherwise provided, appointments to fill vacancies of unexpired terms shall be to fill the unexpired term of office.
- d) Unless otherwise stated by statute, resolution or ordinance, if an appointee misses more than 25% of the meetings in any twelve month period in which they are required to attend pursuant to their appointment, they may be removed from that board by action of the Board of Commissioners, unless otherwise provided by statute or local law. Members of the Board of Commissioners are exempt from this attendance provision due to the numerous boards on which elected officials must serve.
- e) Appointments to boards, commissions, committees or authorities not created by the Board of Commissioners shall be governed by the statute, resolution or ordinance creating that board, commission, committee or authority.
- f) Appointments shall be made on the basis of qualification, merit and willingness to serve, and free from favoritism, illegal discrimination and

potential legal or ethical conflicts of interest.

- g) Appointments of persons to a board, commission, committee or authority whereby an appointee would govern or supervise an immediate relative is prohibited. Immediate family is defined as spouse, mother, father, guardian, children, sister, brother, uncle, aunt, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named. Situations involving appointments of this nature that currently exist, or that which may be created by employment, shall be grandfathered; however, appointees shall be recused from participating in any personnel actions or decisions that involve an immediate family member. **(This section is subject to the discretion of the Board.)**
- h) Immediate family members of a member of the Board of Commissioners are prohibited from being appointed to a board, commission, committee or authority. Immediate family is defined as spouse, mother, father, guardian, children, sister, brother, uncle, aunt, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named. **(This section is subject to the discretion of the Board.)**
- i) Procedure for filling vacancies for appointed positions:
 - a. Advertisement and Selection of Appointments
 - i. Pender County will make a good faith effort to advertise, seek and identify qualified candidates for appointments. All board, commission, committee and authority appointments shall be advertised, even if the current appointee is qualified, eligible and willing to be considered for reappointment. At a minimum, a list of available appointments will be published in a newspaper covering Pender County prior to appointments being considered. The appointments will also be posted on the Pender County government website.
 - ii. Applications for appointments shall be made available to all citizens interested in serving on any board, commission, committee or authority. Applications shall be current (even for reappointment consideration), completed in full and given to the County Clerk. All applications will be reviewed for eligibility.
 - iii. All eligible applications for appointments or re-appointments will be provided to all County Commissioners in their meeting agenda packets for the meeting at which appointments are being considered.
 - b. Notification of Appointment
 - i. The County Clerk shall prepare a letter of notification to the appointee notifying him or her of the appointment, and will notify the person responsible for the board, commission, committee or authority to which they have been appointed.
 - ii. The County Clerk shall ensure all appointees have read and understand Section D of this policy governing attendance, and

will provide them with an oath of office to be administered (if required) by the appropriate officer of the board, commission, committee or authority to which they have been appointed.

- iii. All applications will be kept on file and will remain active for consideration in the Office of the County Clerk for a period of two (2) years, or through the expiration of the appointment term of an appointee.
- j) Persons appointed to various boards, commissions, committees or authorities not created by the Board of Commissioners may be removed as governed by the statute, resolution or ordinance creating that board, commission, committee or authority. Persons appointed to various boards, commissions, committees or authorities created by the Board of Commissioners may be removed upon majority vote of the Board of Commissioners, subject to provisions of the ordinance or policy creating the board, commission, committee or authority.
- k) All individuals appointed by the Board of Commissioners to Pender County boards, committees, commissions or authorities shall comply with the Code of Conduct Governing Board of Commissioner Appointments adopted by the Board of Commissioners.

Rule 33. Reference to *Robert's Rules of Order*

To the extent not provided for in, and not conflicting with the spirit of, these rules, the chair shall refer to *Robert's Rules of Order* to resolve procedural questions.



Pender County Special Event Liability Insurance Policy Change

TO: Board of County Commissioners
FROM: Zack White
DATE: April 4, 2022
SUBJECT: Special Event Liability Insurance Policy Change

SUMMARY:

Pender County staff met recently with our insurance provider, the North Carolina Association of County Commissioners' Risk Management Pool. Our insurance provider presented staff with two different options moving forward for liability insurance coverage that would be acceptable from events and festivals that take place on Pender County Property. This policy change is addressed in Special Event Guideline number six in the special event packet. Attached you will find the updated Special Event Packet and the Memorandum sent to event & festival organizers.

ACTION REQUESTED:

Approve the changes to the Special event package.



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

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk To the Board
Tera Cline

MEMORANDUM

To: Festival and Event Planners
From: Zachary White, Parks and Recreation Supervisor
Date: March 21, 2022
Re: Special Event Liability Insurance Policy Change

Pender County staff met recently with our insurance provider, the North Carolina Association of County Commissioners' Risk Management Pool. Our insurance provider presented staff with two different options moving forward for liability insurance coverage that would be acceptable from events and festivals that take place on Pender County Property.

Option 1: The Event Sponsor and each vendor for your event (food, merchandise, activities, etc.) is responsible for submitting a Certificate of Insurance (COI) with of coverage per event determined by Pender County based on the chart below.

Option 2: The Event Sponsor will be responsible for submitting Special Event or Festival Policy Certificate of Insurance with coverage that would act as an umbrella to include all vendors with a minimum of coverage per event determined by Pender County based on the chart below. With this option, the individual vendors are not required to supply a Certificate of Insurance as the Event Sponsor is obtaining the coverage on their behalf.

Requirements regardless of which option above is chosen:

- The Certificate of Insurance must name Pender County as "Additional Insured." Typically, this will be shown in the "Description" section of the COI.
- The Certificate of Insurance must show the following address regardless of the actual location of the event: **Pender County, 805 South Walker Street, Burgaw, NC 28425**
- The Certificate of Insurance must be provided to Pender County at least 14 days prior the event.

Size of event/participants	Coverage recommendations
0-300	\$1,000,000 general aggregate/per occurrence
301 - 1,000	\$2,000,000 general aggregate/per occurrence
1,001 - 5,000	\$3,000,000 general aggregate/per occurrence
5,001 - 10,000	\$4,000,000 general aggregate/per occurrence
Over 10,001	\$5,000,000 general aggregate/per occurrence

**Liquor Liability should have its own limit and should mirror the limit Pender requests for general liability.*
Please contact us at 910-259-1330 or parksandrec@pendercountync.gov to discuss how this policy change with impact your festival or event.

CC: Chad McEwen, County Manager
Doug Shipley, Assistant County Manager
Jennifer Kimler, Human Resources Director

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



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

So You're Planning an Event ...



Thank you for choosing one of Pender County's parks or facilities as a site for your special event. In order to expedite the permitting process, please review the Special Event Guidelines and list below. Please keep in mind that not all items apply to each event.

*** Event Sponsor shall complete a special event reservation application and submit the form within (30) days of requested reservation to Pender County Parks and Recreation.**

*** Upon preliminary approval by Pender County Parks and Recreation the event sponsor is to submit all required documentation and fees within (14) days of the event.**

General

- ☐ Special Event Permit application
- ☐ Banner Installation Permit Application
- ☐ Tax Exemption Certification (if applicable)
- ☐ Non-profit Documentation (if applicable)

Insurance

- ☐ General liability Insurance (Pender County listed as additionally insured)

Maps and Layouts

- ☐ Site Map

Food Vendor Information

- ☐ General Liability Insurance Certificates (naming Pender County additionally insured)
- ☐ Copy of Pender County's Health Department Food Establishment Permit (if applicable)
- ☐ Copy of Pender County's Temporary Food Establishment Permit (if applicable)

Event Attractions

____ Copy of State Department of Labor Elevator and Amusement Device Bureau Inspection/
Authorization (if applicable)

- Inflatable Rides (e.g. bounce houses)
- Amusement Rides
- Stages Platforms, etc.

____ General liability Insurance (Pender County listed as additionally insured)

Additional requirements for Courthouse Square

____ Temporary Power Service Agreement from Town of Burgaw

____ Trash Hauling contract

____ Port-o-John contract

____ Copy of State Department of Transportation (DOT) and/or Town of Burgaw Street Closure
Authorization

Special Event Application



Name of Event: _____

Sponsoring Organization: _____

Are you a non-profit organization: yes no

Applicant's Name: _____

Address: _____

Phone: _____ Email: _____

Requested Facility: _____

Date (s) of Event: _____ Hours of Event: _____

Estimated Attendance: _____ Admission Charged: yes no

Description of Event: _____

***Application must be submitted 30 days prior to event.**

I have read and understand the terms and conditions of this reservations and do hereby agree, on behalf of the sponsor of this event, that all persons participating in this event shall adhere and abide by all applicable Ordinances, rules, and regulations

Signature _____ Date _____

NO RESERVATIONS WILL BE OFFICIAL UNTIL A CONTRACT HAS BEEN SIGNED BY BOTH PARTIES

Office Use: _____

Preliminary Approval by: _____

Date: _____

**Pender County Parks and Recreation Department
Special Event Guidelines**



Any organizations holding a special event on a facility under the control of the Pender County Parks and Recreation Department shall follow the rules list below:

1. A special event, for these purposes, is defined as one which will attract more than 100 participants, or one which in the opinion of the Pender County Parks and Recreation Department will necessitate special concerns because of its nature. The maximum number of participants for events held at other Pender County Parks shall be determined on a case by case basis by the Parks and Recreation Department staff, based on availability of sufficient infrastructure resources, the overall carrying capacity of the park and the compatibility with other uses of the park during the time requested.
2. A special event shall be sponsored by a local non-profit community organization, co-sponsored by a local non-profit organization and a for-profit concern or sponsored by a for-profit concern so long as a majority of the new proceeds derived from the event are contributed to a non-profit organization. Pender County retains the right to verify contributions to non-profit organizations. User costs vary depending upon the nature of the user. Nonprofits must be able to produce proof of such designation, such as the organization's 501-C(3) number.
3. The event sponsor shall complete a special event reservation application and submit the form within thirty (30) days of the requested reservation to Pender County Parks and Recreation Department for preliminary approval.
4. Upon preliminary approval by the Parks and Recreation Department, the event sponsor shall submit all required documentation and fees within fourteen (14) days of the event. If request is approved, a contract will be prepared.
5. A special event shall follow all state and local laws, including Pender County Park Ordinances (attached).
6. **The event sponsor is responsible for obtaining liability insurance coverage with a minimum of one million dollars (\$1,000,000) of coverage per event. A certificate of insurance verifying this coverage must be submitted 14 days before the reservation. Pender County (805 South Walker Street, Burgaw, NC 28425) shall be named as an additional insured in the policy. Pender County may require a higher aggregate amount of liability insurance coverage for some events based on the options below.**

Option 1: The Event Sponsor and each vendor for your event (food, merchandise, activities, etc.) is responsible for submitting a Certificate of Insurance (COI) with of coverage per event determined by Pender County based on the chart below.

Option 2: The Event Sponsor will be responsible for submitting Special Event or Festival Policy Certificate of Insurance with coverage that would act as an umbrella to include all vendors with a minimum of coverage per event determined by Pender County based on the chart below. With this option, the individual vendors are not required to supply a Certificate of Insurance as the Event Sponsor is obtaining the coverage on their behalf.

Requirements regardless of which option above is chosen:

- The Certificate of Insurance must name Pender County as “Additional Insured.” Typically, this will be shown in the “Description” section of the COI.
- The Certificate of Insurance must show the following address regardless of the actual location of the event: Pender County, 805 South Walker Street, Burgaw, NC 28425
- The Certificate of Insurance must be provided to Pender County at least 14 days prior the event.

<u>Size of event/participants</u>	<u>Coverage recommendations</u>
0-300	\$1,000,000 general aggregate/per occurrence
301 - 1,000	\$2,000,000 general aggregate/per occurrence
1,001 - 5,000	\$3,000,000 general aggregate/per occurrence
5,001 - 10,000	\$4,000,000 general aggregate/per occurrence
Over 10,001	\$5,000,000 general aggregate/per occurrence

****Liquor Liability should have its own limit and should mirror the limit Pender requests for general liability.***

To be Replaced:

The event sponsor is responsible for obtaining liability insurance coverage with a minimum of one million dollars (\$1,000,000) of coverage per event. A certificate of insurance verifying this coverage must be submitted 10 days before the reservation. Pender County (805 South Walker Street, Burgaw, NC 28425) shall be named as an additional insured in the policy. Pender County may require a higher aggregate amount of liability insurance coverage for some events. 7.

The event sponsor is responsible for submitting a certificate of insurance with a minimum of one million dollars (\$1,000,000) of coverage per event, naming Pender county as an additional insured (805 South Walker Street, Burgaw, NC 28425), from all vendors of food, merchandise or

other products to be sold during the event. These certificates shall be submitted prior to approval of the reservation request for the event.

7. The event sponsor shall schedule a meeting with the Pender County Parks and Recreation Department for the purpose of coordinating logistical issues. This meeting is required before final approval will be given for the event. The meeting should take place at least fourteen (14) days prior to the event. Alterations to the facility in any way are prohibited unless written authorization has been obtained from the Pender County Parks and Recreation Department. The event sponsor shall only have use of the space for which a contract was granted. Unauthorized use of any facilities on the park grounds for which authorization was not specified may result in immediate suspension of the use of the facility.
8. The Pender County Parks and Recreation Department shall determine the number of trash receptacles and port-o-johns required for the event. The sponsor is responsible for contracting with a private hauler for these services. The cost of providing these services shall be sponsor's responsibility. Proof of a trash hauling and port-o-john contract must be provided to the county.
9. The placement of tent stakes, anchors, or any other objects into the ground may only be permitted in certain areas. These locations must be approved in advance by the Pender County Parks and Recreation Department.
10. Dogs and other pets are strictly prohibited from the site of the event. The event sponsor shall include notice of this prohibition in all advertising for the event and shall monitor the event for compliance with this prohibition. The event sponsor shall be responsible for removal of dogs and pets from the event site.
11. Event organizer must provide map/layout of event 14 days prior to event. Layout must include food vendors, port a johns, entrances, power sources, etc. Pender County Parks and Recreation may require there to be emergency services on site prior, during, and closing of event.
12. The event sponsor shall provide adequate staffing to direct traffic and parking for the entire duration of the event. The event sponsor shall provide the number of staffing for traffic and parking, a map of the park detailing where staffing will be positioned and a detailed plan for overflow parking.
13. Motorized vehicles and trailers are restricted from driving on the Pender County Courthouse square. This restriction includes passenger vehicles, full sized trucks, tractors, food trucks and all trailers. Small utility vehicles may be utilized only on the sidewalks to deliver merchandise and set up booths.

14. Pender County Parks and Recreation may require a facility attendant to be onsite during setup, throughout the event and during breakdown for an additional fee.

Park Ordinances

ARTICLE II. - PARKS

DIVISION 1. - GENERALLY

Sec. 28-19. - Applicability.

This article shall apply to all *parks* owned, operated or maintained by the county.

Sec. 28-20. - Hours of operation.

All *parks* shall be open to the public during posted hours. It shall be unlawful for any person or vehicle to enter or be within a *park* beyond posted hours of operation unless approved by a permit issued by the director of *parks* and recreation or his designee, or unless such person is participating in authorized and scheduled programs, classes, special events or meetings.

Sec. 28-21. - Closing when necessary.

Any section or part of any *park*, recreation area or facility may be temporarily closed to the public by the director of *parks* and recreation or his designee at any time for maintenance and/or other purposes.

Sec. 28-22. - Reservations.

Unless an area is specifically reserved for a person or group by the director of *parks* and recreation or his designee, areas such as picnic shelters or ball fields shall be used or occupied on a "first come, first served" basis. No person shall refuse to vacate a reserved area, such as a picnic shelter or a ball field, which has been properly reserved by another person. No person shall continue to occupy a reserved area beyond the time limitation of his reservation if there is another person with a valid reservation waiting to use the area.

Sec. 28-23. - Vehicles in parks.

(a) It shall be unlawful for any person to operate any motor vehicle, minibike, motorcycle, ATV or other motorized vehicle on any area except the *park* roads or *parking* areas. It shall be unlawful for vehicles to be *parked* in other than the designated *parking* areas.

(b) It shall be unlawful to leave a vehicle *parked* overnight. In such instances, the vehicle may be towed at the owner's expense.

(c) Law enforcement, emergency services and *parks* and recreation employees whose duties require them to drive vehicles and/or equipment shall be exempt from the above restrictions.

Sec. 28-24. - Speed limit.

It shall be unlawful to drive at a rate of speed in excess of ten miles per hour in any *park*.

Sec. 28-25. - Destruction of property.

(a) It shall be unlawful for any person to remove, destroy, mutilate or deface any structure, monument, statue, planter, fountain, wall, fence, railing, vehicle, bench, picnic table, tree, plants or any other property in any *park* area.

(b) It shall be unlawful for any person to dig, cut, bruise, debark or mutilate or cause to be transplanted, cut, bruised, debarked, or mutilated any plant material within any *park* area.

(c) The prohibitions above shall not apply to any person acting under authorization or directive of the director of *parks* and recreation or his designee.

Sec. 28-26. - Disorderly conduct.

(a) It shall be unlawful for any person to use any profane, boisterous or insulting language or to engage in disorderly conduct in any *park* area.

(b) It shall be unlawful for any person to make or cause to be made any loud, disturbing or unnecessary noises in any *park* area except normal cheering and applauding during the progress of an activity or event sponsored, authorized or approved by the county or director of *parks* and recreation.

Sec. 28-27. - Inappropriate conduct.

(a) It shall be unlawful to commit any nuisance; or use threatening, abusing, insulting, obscene or indecent language; or act in an indecent lascivious or improper manner; or do any act which constitutes a breach of the public peace.

(b) It shall be unlawful to harass any visitor or behave in a reckless manner which would endanger any visitor or the visitor's property.

Sec. 28-28. - Firearms and weapons.

It shall be unlawful for any person, except those exempted under G.S. 14-269(b) to carry, possess or discharge any type of firearm, explosive device, air guns of any description (BB guns, paintball guns, pellet guns etc.), or bowie knife, dirk, dagger, sling shot, leaded cane, switchblade knife, blackjack, metallic knuckles, razor, shuriken, stun gun, bow and arrow or other deadly weapon as defined in Article 35 of [Chapter 14](#) of the North Carolina General Statutes within any *park*. This prohibition shall not apply to a weapon which is in a motor vehicle so long as the weapon is not brandished. This prohibition shall not apply to an authorized event, such as an archery demonstration/program.

Sec. 28-29. - Pyrotechnics.

It shall be unlawful for any person to possess, display, use, set off or attempt to ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics, without written permission from the director of *parks* and recreation or his designee and permits from the local fire marshal. Permission will only be granted for community firework events.

Sec. 28-30. - Alcoholic beverages and narcotic drugs.

(a) It shall be unlawful for any person to possess, consume or display beer, wine, malt or alcoholic beverage or any narcotic drugs in any *park* area.

(b) It shall be unlawful for any person under the influence of the above-listed beverages or any narcotic drugs to enter or remain within any *park* area.

Sec. 28-31. - Smoking.

(a) It shall be unlawful for any person to smoke, including electronic cigarettes, in any *park* area except in the *parking* lot, which is the designated smoking area.

(b) Smoking may be prohibited by the director of *parks* and recreation or his designee in the entire *park* when it is deemed necessary or advisable due to fire and weather conditions.

Sec. 28-32. - Pets/horses/animals.

(a) It is unlawful to bring pets/horses/animals in the *park* except for service animals.

(b) It shall be unlawful to dispose of or release waterfowl, deer, rabbits, or other pets/animals in the *park*.

Sec. 28-33. - Mistreatment/hunting of animals.

It shall be unlawful for any person to hunt, shoot, injure or molest any bird or animal, nor shall any person have any wild bird or animal in his possession within any *park*.

Sec. 28-34. - Games and sports.

(a) It shall be unlawful for any person to participate in games or athletic contests in any *park* area except in specifically designated areas.

(b) It shall be unlawful to strike or otherwise propel a regulation golf ball on any/all portions of *park* property/boundaries.

Sec. 28-35. - Fires.

(a) It shall be unlawful for any person to kindle, build, maintain or use a fire other than in *park*-provided or department-approved grills designated for such purposes. Any fire shall be continuously under care and direction of a competent person over 16 years of age from the time it is kindled until it is extinguished.

(b) No person within the confines of any *park* shall throw away or discard any lighted match, cigarette, cigar, or other burning object.

Sec. 28-36. - Leaving refuse in *park* areas.

(a) Except in containers provided for that purpose, no person shall leave, deposit, dump, throw, cast, lay or place, or cause to be deposited, dumped, thrown, cast, laid, or placed any ashes, trash, rubbish, soil, earth, paper, garbage, refuse, debris, plant clippings, limbs or leaves in or upon any *park* areas or in any watercourse, lake, pond or slough within any *park* areas.

(b) Dumpsters placed on *park* areas shall be used for *park* refuse only. It shall be unlawful for private citizens or businesses to use *park* dumpsters for their private refuse.

Sec. 28-37. - Advertising.

It shall be unlawful for any person to post or erect any structure, sign, bulletin board, poster or advertising device of any kind at any place within any *park* without the written permission from the director of *parks* and recreation or his designee and in conformance with all applicable zoning regulations.

Sec. 28-38. - Charge of admission.

It shall be unlawful for any person and/or organization to charge an admission fee to the *park* or a facility within the *park* without written permission from the director of *parks* and recreation or his designee.

Sec. 28-39. - Meetings and exhibitions.

It shall be unlawful for any person to erect any structure, stand or platform, hold any meeting or exhibition, perform any ceremony, or make any speech or address without written permission from the director of *parks* and recreation or his designee.

Sec. 28-40. - Selling, peddling, begging.

It shall be unlawful for any person to engage in soliciting, peddling, begging or selling of any kind in any *park* area. This section shall not apply to fundraising events conducted by private, non-profit entities or organizations. Any such fundraising activities must have prior written approval from the director of *parks* and recreation or his designee.

Sec. 28-41. - Camping.

(a) It shall be unlawful for any person to set up tents, shacks or any other temporary shelter for the purpose of overnight camping,

(b) It shall be unlawful for any person to leave in any *park* after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a camper/trailer, house trailer or the like.

Sec. 28-42. - Aviation.

It shall be unlawful for any person to voluntarily bring, land or cause to descend or alight within or upon any *park* any airplane, flying machine, balloon, parachute or other apparatus for aviation. The term "voluntarily," as used in this section, means anything other than a forced landing. Law enforcement, military and emergency services aircraft may land in the *park* boundaries if necessary in the course of their duties.

Sec. 28-43. - Engine-powered models or toys restricted.

It shall be unlawful for any person to start, fly or use any fuel-powered engine, jet-type or electric-powered model aircraft, boat, car, truck or rocket or like powered toy or model except in areas specifically designated for such use.

Sec. 28-44. - Excavating.

It shall be unlawful for any person to make an excavation in any *park* area for any purpose, unless authorized or approved by the county or director of *parks* and recreation or his designee.

Sec. 28-45. - Rules and regulations.

(a) A copy of the rules and regulations governing the use and maintenance of *parks* and recreational facilities may be obtained from the *parks* and recreation department or viewed online.

(b) All *park*, municipal, county, state and federal ordinances apply.

Sec. 28-46. - Establishment, enforcement of rules and regulations.

The director of *parks* and recreation has the authority and responsibility to establish and enforce any rules and regulations governing the use and maintenance of *parks* and recreational facilities not inconsistent with this article. Such rules and regulations shall not be deemed part of this article and violations shall not be punishable as a misdemeanor or by civil citation.

Sec. 28-47. - Misuse of facilities.

Flagrant misuse of *parks* and recreational facilities will result in forfeiture of future reservation privileges and/or being banned from *parks* and recreational facilities within the county.

Sec. 28-48. - Enforcement; penalties.

(a) This division shall be enforced by *park* personnel or their designee and any authorized law enforcement officer within their jurisdiction. Violators of this article shall, upon conviction, be guilty of a misdemeanor pursuant to G.S. 14-4 and shall be fined not more than \$50.00, or imprisoned for not more than 30 days.

(b) Violation of this division also shall subject the offender to a civil penalty of \$100.00 for each offense to be recovered by the county in a civil action in the nature of debts, as provided in G.S. 153A-123(c). The county shall make written demand for payment, delivered by certified mail, return receipt requested, upon the person or persons responsible or their agents and assigns, and shall set forth in detail the violation for which the penalty has been invoked. If payment is not received or equitable settlement reached within 30 days after demand for payment is received, the county may refer the matter to the county attorney for the institution of a civil action in the nature of debt in the name of the county in the appropriate division of the general court of justice in the county, for recovery of the penalty and any equitable remedy available to the county.

(c) In addition to the above-listed criminal and civil penalties, offenders may be liable for paying restitution for repairs and/or replacement of any *park* property damaged as a result of violations of this article. Each day a violation continues shall constitute a separate and distinct offense, punishable as set forth herein and described above.

(d) Repeat violations of this division shall subject the offender to a civil penalty not to exceed \$500.00 for each offense to be recovered by the county in a civil action in the nature of debts, as provided in G.S. 153A-123(c). The county shall make written demand for payment, delivered by certified mail, return receipt requested, upon the person or persons responsible or their agents and assigns, and shall set forth in detail the violation for which the penalty has been invoked. If payment is not received or equitable settlement reached within 30 days after demand for payment is received, the county may refer the matter to the county attorney for the institution of a civil action in the nature of debt in the name of the county in the appropriate division of the general court of justice in the county, for recovery of the penalty and any equitable remedy available to the county.

ARTICLE III. - FIREARMS ON COUNTY PROPERTY

Sec. 28-103. - Firearms prohibited on county property.

Pursuant to G.S. 14-415.11(c), as amended, it shall be unlawful to possess, carry or have upon the person a firearm upon any property owned or leased by the county.

Sec. 28-104. - Notice.

Pursuant to G.S. 14-415.11, the county shall cause the conspicuous posting of notices at or near the entrance to all county buildings and property that the possession or carrying of firearms on county property is prohibited.

Sec. 28-105. - Exceptions.

(a) This article shall not apply to persons such as authorized law enforcement officers who are exempted from concealed weapons prohibitions under G.S. 14-269.

(b) This article shall not prohibit the possession or placement of unloaded firearms in locked motor vehicles in *parking* lots on county property.

(c) This article shall not be construed to apply to authorized hunting activities lawfully conducted on county property with the approval of county officials having jurisdiction over that property.

Sec. 28-106. - Penalties.

Violations of this article shall be a misdemeanor subject to the penalties set forth in G.S. 14-4 and upon conviction shall be punishable by a fine of not more than \$100.00.

ARTICLE IV. - MISCELLANEOUS NUISANCES

Sec. 28-126. - Water pistols, water rifles, etc., on courthouse square.

(a) Water pistols, water rifles or other mechanical devices designed for and capable of shooting a stream of liquid are hereby declared to be contraband on the courthouse square in the county.

(b) Law enforcement officers observing individuals in possession on courthouse square in the county of such water pistol, rifle or other device capable of shooting a stream of water are authorized to confiscate such devices, obtain the name and address of the owner, and make arrangements to store and return the device to the owner after public events have ended.



**Pender County
Approval of Budget Amendment to
establish 421 Roadway Improvements
Project**

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	April 4, 2022
SUBJECT:	Approval of Budget Amendment to establish 421 Roadway Improvements Project

SUMMARY:

This budget amendment will establish the budget for the previously approved 421 Roadway Improvements Project in fund 60, funded by \$4,000,000 from NCDOT.

ACTION REQUESTED:

Approval of Budget Amendment to establish 421 Roadway Improvements Project

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
ECONOMIC DEVELOPMENT AGREEMENT**

PENDER COUNTY

DATE: 3/03/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 50259

PENDER COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Pender County, hereinafter referred to as the "County", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Department has approved reimbursable state economic development funds for WBS Element 50259 in Pender County for the construction of the "Tuna and Whale" project; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.3, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the County have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

Agreement ID # 11094

1

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

GENERAL PROVISIONS

1. The County shall be responsible for all responsibilities outlined in this Agreement. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this Agreement to other parties or entities.
2. If the Department approves the assignment or transfer of any responsibility of the County to another party or entity, then the County shall ensure compliance by the other party with all provisions of this Agreement. Failure by the County to comply with these provisions, or ensure compliance by a third party, may affect reimbursement of funding by the Department.

SCOPE OF PROJECT

3. The Project consists of the construction of road improvements on US 421 for the Tuna and Whale Project in Pender County, (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

4. If the County causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The County shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The County, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.

- C. The County shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the County. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the County requests it.
- D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the County. If the County elects to procure a private consulting firm to conduct Project administration, the County shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The County, and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.
- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - The County shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
 - If the County fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

- 5. The County, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

6. The County shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

7. The County, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the County beginning construction of the Project. The County shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

8. The County, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the County will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.
9. The County shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The County shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.
10. The County shall convey to the Department the necessary rights-of-way owned by the County that are needed for the Project to the Department. The conveyances shall be made free and clear of all encumbrances and encroachments other than utility encroachments that have been accepted pursuant to encroachment agreements. The County shall provide the Department with all necessary data for the preparation by the Department of the rights-of-way conveyances. The conveyances shall be made prior to the disbursement of any funds by the Department to the Municipality.

CONSTRUCTION

11. The County shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The County shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
- A. Prior to advertising the Project for construction bids, the County or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the County. Upon award of the Project, the County shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.
 - B. The County shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The County shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
 - C. The construction engineering and supervision will be furnished by the County. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
 - D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the County or the County's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the County with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
 - E. The County shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
 - F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
 - G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.

- H. Upon completion of the Project, the County shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the County shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.
- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the County shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The County shall complete construction of the Project, in accordance with the terms of this Agreement within two year(s) of execution of this Agreement. If the County has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the County shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 12. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>

- B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
- C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

- 13. Subject to compliance by the County with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs up to a maximum amount of \$4,000,000 (estimated costs are \$4,000,000). Costs which exceed this amount shall be borne by the County. Reimbursement to the County shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.
 - A. The County may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. By submittal of said invoice, the County certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
 - B. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at www.ncleg.net/gascripts/Statutes/Statutes.asp. Written approval from the Division Engineer is required prior to the use of force account by the County. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (http://www.whitehouse.gov/omb/circulars_a087_2004/). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the County or its Project partners. Reimbursement rates for equipment owned by the County or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
 - C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"

(http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), the County shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the County's fiscal year ends.

- D. The County shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
- E. The County agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- F. Failure on the part of the County to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

- 14. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

15. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

TERMINATION OF AGREEMENT

16. If the County decides to abandon completion of the Project, then it shall notify the Department of its intent to terminate this Agreement for convenience. If the Department does not concur with the intent to abandon the completion of the Project, then the County shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the Department. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.

ADDITIONAL PROVISIONS

17. The County shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
18. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
19. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the County certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
20. The County shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments

or other penalties resulting from noncompliance by the County or any entity performing work under contract with the County.

21. The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the County costs which exceed the total funding for this Project.
22. The County will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
23. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this Agreement to other parties or entities.
24. In compliance with state policy, the County, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.
25. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
26. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
27. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the

terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

28. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
29. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).
30. IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the County.

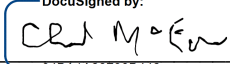
IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and Pender County by authority duly given.

L.S. ATTEST:

PENDER COUNTY

DocuSigned by:

BY: _____

BY:  _____

04BA1A28798B442...

TITLE: _____

TITLE: County Manager

DATE: 03/06/2022

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Pender County

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: 04/07/2022 (date)



Pender County Budget Ordinance Amendment

Tuesday, March 22, 2022

Page 14 of 15

Date Monday, April 4, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 60 - CIP

Division, Program, Project, etc. NC DOT Highway 421 Roadway Improvements Department 652 - ECONOMIC DEVELOPMENT

Purpose of Request
To budget grant funding for the NCDOT Highway 421 Roadway Improvements

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-387003-6502	NC DOT	4,000,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-407460-6502	Construction	4,000,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 4000000

Total Expenditures 4000000

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue **Email** mblue@pendercountync.gov



Pender County Approval to Terminate Easement

TO: Board of County Commissioners
FROM: Chad McEwen
DATE: April 4, 2022
SUBJECT: Approval to Terminate Easement

SUMMARY:

Request to terminate an easement that runs through the BASF property Seefried is purchasing. See attached documents.

ACTION REQUESTED:

Approval to Terminate Easement

Prepared by and return to:
John Lewis, Esq.
Hartman Simons & Wood LLP
400 Interstate North Parkway SE, Suite 600
Atlanta, Georgia 30339

Cross-reference:
Map Book 55, page 84
Pender County, North Carolina

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (this "Termination") is made as of this ____ day of _____, 2022, by **PENDER COUNTY**, a political subdivision of the State of North Carolina (referred to herein as the "**Pender County**").

RECITALS

WHEREAS, Pender County, a political subdivision of the state of North Carolina dedicated a 70' public utility easement (the "**Utility Easement**") for the installation of public utilities over and across certain property located in Pender County, North Carolina, pursuant to Map Book 55, page 84, in the Register of Deeds for Pender County, North Carolina. Said Easement is more particularly depicted on the attached **Exhibit A** attached hereto and incorporated herein by reference.

WHEREAS, Pender County, as the beneficiary of the Easement, has agreed to terminate the Easement and the rights and obligations set forth therein, upon the following terms and conditions.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the foregoing Recitals, the execution of this Termination, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pender County declares as follows:

1. Effective as of the date of the recording of this Termination (the "Termination Date"), the Easement is hereby terminated in its entirety and is of no further force and effect.
2. This Termination shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, this Termination is executed as of the day and year above first written.

PENDER COUNTY, NORTH CAROLINA

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally and voluntarily came before me this day and acknowledged that he/she is the _____ of Pender County, a political subdivision of the State of North Carolina, and that he/she, as _____ being authorized to do so, executed the foregoing on behalf of the Pender County.

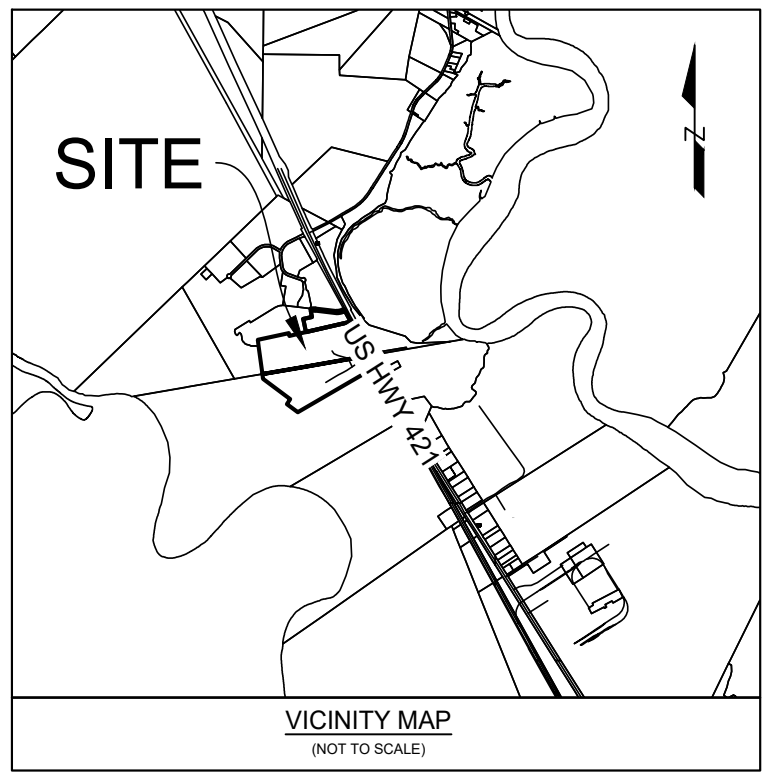
WITNESS my hand and official stamp or seal, this the ____ day of _____, 2022.

[SEAL]

Notary Public
Name typed/printed: _____

My Commission Expires: _____

EXHIBIT A



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	394.05'	127.85'	127.85'	N 87°23'26" E
C2	305.00'	193.18'	189.87'	N 78°32'18" E

LINE	BEARING	DISTANCE
L1	N 78°05'20" E	45.31'
L2	N 77°05'20" E	56.32'
L3	S 29°27'43" E	60.03'
L4	S 12°34'54" E	88.98'

EXHIBIT A (AS PER TITLE COMMITMENT)

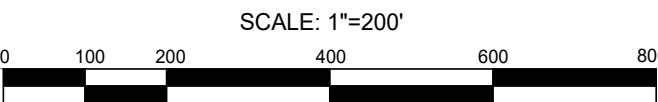
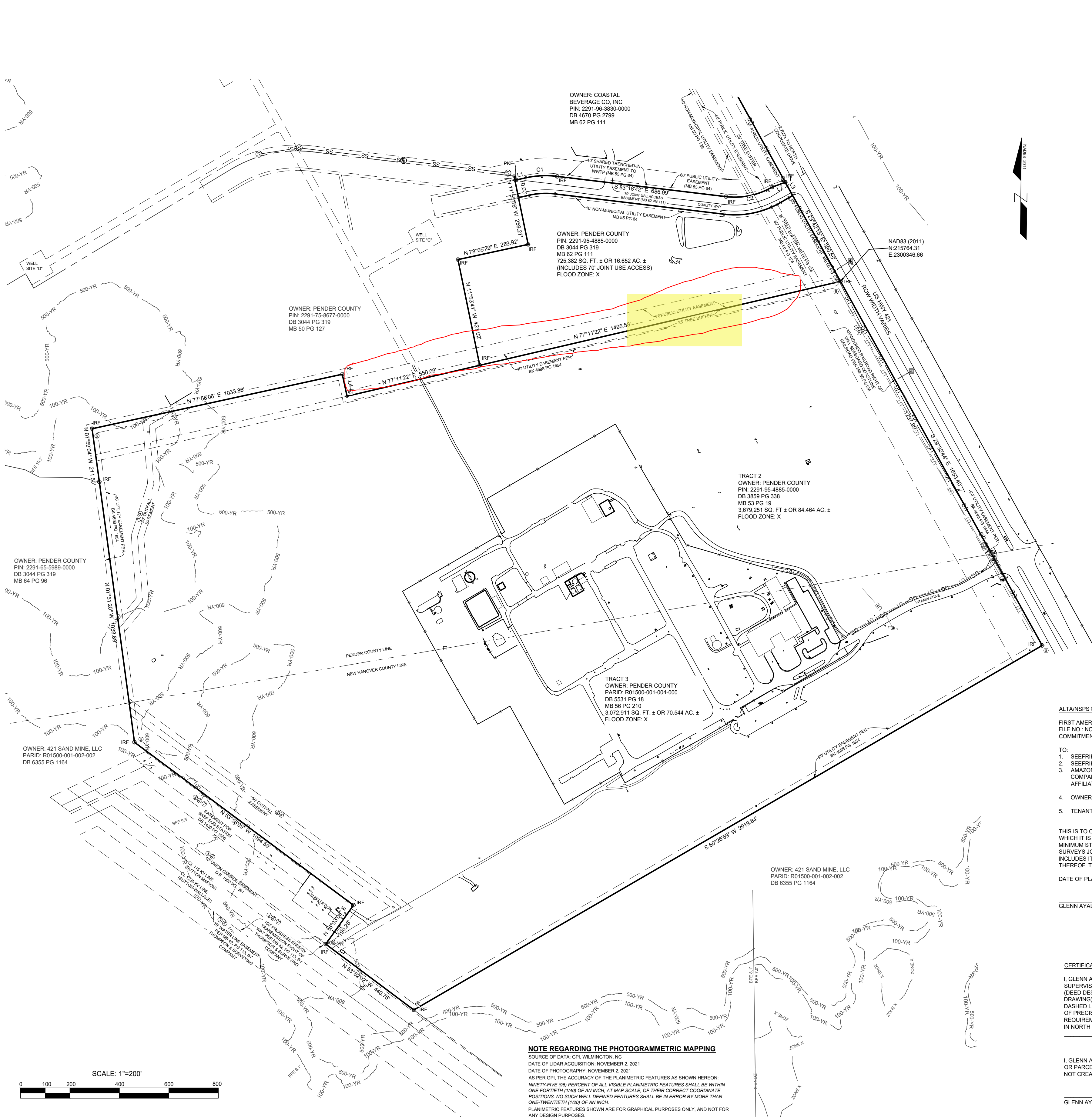
File No.: NCS-1096339-ATL

The Land referred to herein below is situated in the County of Pender, State of North Carolina, and is described as follows:

BEING ALL OF TRACT 1 CONTAINING 201.735 ACRES, TRACT 2 CONTAINING 84.474 ACRES, TRACT 3 CONTAINING 70.545 ACRES AND TRACT 4 CONTAINING 39.861 ACRES AS SHOWN ON THE MAP ENTITLED "BOUNDARY SURVEY FOR PENDER COUNTY" DATED NOVEMBER 1, 2010 PREPARED BY MCKIM & CREED AND RECORDED IN MAP BOOK 55, PAGE 258 OF THE NEW HANOVER COUNTY REGISTRY AND MAP BOOK 51, PAGE 70 OF THE PENDER COUNTY REGISTRY, REFERENCE TO WHICH IS MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

SURVEYED LEGAL DESCRIPTION

BEGINNING AT A IRF WITH NAD83 (2011) COORDINATES OF NORTH 215764.31, EAST 2300346.66;
THENCE SOUTH 29°32'44" EAST A DISTANCE OF 1,237.99' TO A POINT;
THENCE SOUTH 29°32'44" EAST A DISTANCE OF 415.41' TO AN IRF;
THENCE SOUTH 60°29'59" WEST A DISTANCE OF 2,919.84' TO AN IRF;
THENCE NORTH 53°52'02" WEST A DISTANCE OF 440.76' TO AN IRF;
THENCE NORTH 36°03'08" EAST A DISTANCE OF 190.28' TO AN IRF;
THENCE NORTH 53°58'09" WEST A DISTANCE OF 1,084.92' TO AN IRF;
THENCE NORTH 07°51'20" WEST A DISTANCE OF 156.13' TO A POINT;
THENCE NORTH 07°51'20" WEST A DISTANCE OF 862.78' TO AN IRF;
THENCE NORTH 07°59'04" WEST A DISTANCE OF 211.50' TO AN IRF;
THENCE NORTH 77°58'06" EAST A DISTANCE OF 1,033.86' TO AN IRF;
THENCE SOUTH 12°34'54" EAST A DISTANCE OF 88.98' TO A POINT;
THENCE NORTH 77°11'22" EAST A DISTANCE OF 550.09' TO AN IRF;
THENCE NORTH 11°53'41" WEST A DISTANCE OF 427.02' TO AN IRF;
THENCE NORTH 70°05'20" EAST A DISTANCE OF 289.92' TO AN IRF;
THENCE NORTH 11°55'56" WEST A DISTANCE OF 259.27' TO A POINT;
THENCE NORTH 70°05'52" EAST A DISTANCE OF 45.51' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 127.82', A RADIUS OF 394.05', A CHORD BEARING OF NORTH 87°23'26" EAST, A CHORD LENGTH OF 127.82' TO A POINT;
THENCE SOUTH 83°18'42" EAST A DISTANCE OF 686.99' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 193.18', A RADIUS OF 305.00', A CHORD BEARING OF NORTH 78°32'18" EAST, A CHORD LENGTH OF 189.87' TO A POINT;
THENCE NORTH 70°28'32" EAST A DISTANCE OF 56.52' TO A POINT;
THENCE SOUTH 29°27'43" EAST A DISTANCE OF 60.03' TO A POINT;
THENCE SOUTH 29°42'15" EAST A DISTANCE OF 390.55' TO AN IRF;
WHICH IS THE POINT OF BEGINNING.
HAVING AN AREA OF 7,477,544 SQ. FT. OR 171,661 ACRES MORE OR LESS



NOTE REGARDING THE PHOTOGRAMMETRIC MAPPING

SOURCE OF DATA: GPI, WILMINGTON, NC
DATE OF LIDAR ACQUISITION: NOVEMBER 2, 2021
DATE OF PHOTOGRAPHY: NOVEMBER 2, 2021
AS PER GPI, THE ACCURACY OF THE PLANIMETRIC FEATURES AS SHOWN HEREON: NINETY-FIVE (95) PERCENT OF ALL VISIBLE PLANIMETRIC FEATURES SHALL BE WITHIN ONE-FORTIETH (1/40) OF AN INCH AT MAP SCALE, OR THEIR CORRECT COORDINATE POSITIONS. NO SUCH WELL DEFINED FEATURES SHALL BE IN ERROR BY MORE THAN ONE-TWENTIETH (1/20) OF AN INCH.
PLANIMETRIC FEATURES SHOWN ARE FOR GRAPHICAL PURPOSES ONLY, AND NOT FOR ANY DESIGN PURPOSES.

ALTANSPPS SURVEYORS CERTIFICATION

FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NO.: NCS-1096339-ATL
COMMITMENT DATE: NOVEMBER 15, 2021

TO:

1. SEEFRIED INDUSTRIAL PROPERTIES, INC.
2. SEEFRIED DEVELOPMENT MANAGEMENT, INC.
3. AMAZON.COM SERVICES LLC, A DELAWARE LIMITED LIABILITY COMPANY AND AMAZON.COM, INC. AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS AND ASSIGNS.

4. OWNER (TBD)
5. TENANT (TBD)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTANSPPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6(A), 6(B), 8, 9, 11, 14, 15, 17 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 12/20/2021.

DATE OF PLAT OR MAP: 2/02/2022

GLENN AYALA, PLS NO. L-5264

CERTIFICATE OF ACCURACY AND MAPPING

I, GLENN AYALA, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN THE REFERENCES NOTED ON THIS DRAWING); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AS DRAWN FROM INFORMATION NOTED; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 58-180). THIS ____ DAY OF ____ A.D.

I, GLENN AYALA, CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

GLENN AYALA, PLS LICENSE NO. L-5264

LEGEND:

- IRF IRON PIPE FOUND
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- ⊗ PKF PK NAIL FOUND
- PKS PK NAIL SET
- CMF CONCRETE MONUMENT FOUND
- COMPUTED POINT
- LIGHT POLE
- POWER POLE
- GUY ANCHOR
- TELEPHONE RISER
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- CLEAN-OUT
- SANITARY SEWER MANHOLE
- STORM DRAINAGE MANHOLE
- WELL
- CURB INLET
- CATCH BASIN
- GAS METER

- BOUNDARY LINE
- - - ADJOINING BOUNDARY LINE
- - - RIGHT OF WAY
- - - COUNTY LINE
- - - UG ELECTRIC LOCATE
- - - UG NAT/GAS LOCATE
- - - UG FIBER OPTIC LOCATE
- ⊙ EXCEPTION TAG

REVISIONS:

SEEFRIED INDUSTRIAL PROPERTIES, INC.
212 SOUTH TRYON STREET, SUITE 1000
CHARLOTTE, NC 28281

PARAMOUNT
ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

ALTA / NSPS LAND TITLE SURVEY
PIN: 2201-95-4885-0000 & 2201-84-9900-0000
PID: R01500-001-004-000
101 VITAMIN DRIVE, WILMINGTON, NC
GRADY TOWNSHIP, PENDER COUNTY, NC
CAPE FEAR TOWNSHIP, NEW HANOVER COUNTY, NC

PROJECT STATUS

PRELIMINARY LAYOUT

RELEASED FOR CONSTRUCTION

RECORDATION, CONCEALED, OR SALES

DATE: 2/02/2022

SCALE: 1"=200'

DRAWN: JAE/CA

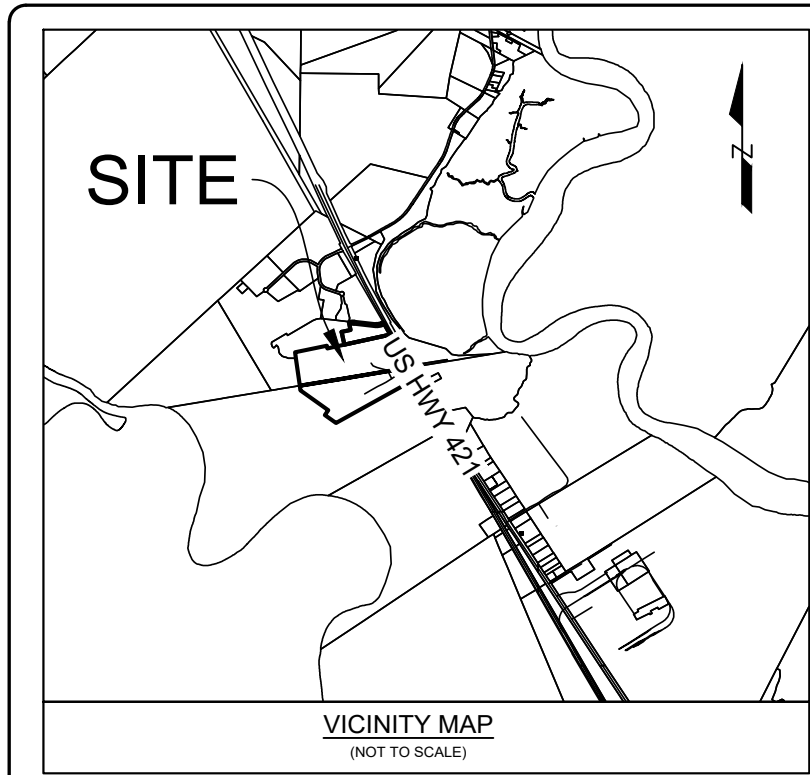
CHECKED: JAE/CA

SEAL

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION
RECORDATION, CONCEALED, OR SALES

SV-1

PEI JOB#: 21569.PE



SITE DATA
SITE ADDRESS(S): 101 VITAMIN DRIVE
WILMINGTON, NORTH CAROLINA

OWNER INFORMATION:
PENDER COUNTY
PO BOX 366
BURGAW, NC 28425

TOTAL SITE AREA: 168.867± AC, or 7,399,419± SQ. FT.

PIN: 2291-95-4885-0000 & 2291-84-9960-0000
DEED BOOK 3044, PAGE 318 & DEED BOOK 3859, PAGE 338
MAP BOOK 62, PAGE 111 & MAP BOOK 53, PAGE 19

PARID: R01500-001-004-000
DEED BOOK 5531, PAGE 18
MAP BOOK 56, PAGE 210

ZONING: G1 - PENDER COUNTY
I2 - NEW HANOVER COUNTY

SURVEY NOTES

- AREA CALCULATED BY COORDINATE METHOD.
- HORIZONTAL DATUM (NAD 83 - 2011) AND VERTICAL DATUM (NAVD 88) WERE ESTABLISHED UTILIZING A TOPCON HIPER-V SURVEY GRADE GPS RECEIVER OPERATING IN VRS MODE WITH REPEAT OBSERVATIONS.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X - NOT A SPECIAL FLOOD HAZARD AREA - THE 0.2% ANNUAL CHANCE FLOOD HAZARD AREA - AND FLOOD ZONE AE - BFE 9.9' TO 10.2' - AS SHOWN BY FEMA PANEL NUMBER 37022910M BEARING AN EFFECTIVE DATE OF DECEMBER 8, 2019 AND FLOOD ZONE X - NOT A SPECIAL FLOOD HAZARD AREA AS SHOWN BY FEMA PANEL NUMBER 3702303100K BEARING AN EFFECTIVE DATE OF FEBRUARY 18, 2007.
- UTILITIES AS SHOWN ARE PLOTTED FROM INFORMATION PROVIDED BY UTILITY COMPANIES. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST. THE APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED PRIOR TO LAND DISTURBING ACTIVITIES.
- SURVEYOR IS NOT AWARE OF ANY CHANGES IN STREET RIGHT-OF-WAY LINES, EITHER COMPLETED OR PROPOSED AND AVAILABLE FROM THE CONTROLLING JURISDICTION.
- NO WETLAND DELINEATION MARKERS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- NO CEMETERIES, GRAVE SITES, AND/OR BURIAL GROUNDS WERE OBSERVED OR NOTED IN RECORD DOCUMENTS OBTAINED OR PROVIDED DURING THE COURSE OF THIS SURVEY.
- FIELD WORK COMPLETED ON 12/20/2021.
- THE SUBJECT PROPERTY HAS ACCESS TO PUBLIC UTILITIES FROM THE PUBLIC STREETS ADJACENT TO THE SUBJECT PROPERTY.
- THE SUBJECT PROPERTY ABUTS, WITHOUT GAPS GORES OR STRIPS, AND HAS VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM US HWY 421, WHICH IS ARE COMPLETED, DEDICATED AND ACCEPTED PUBLIC RIGHT(S) OF WAY.
- EXCEPT AS SHOWN AND NOTED ON THIS SURVEY, BASED ON A CAREFUL PHYSICAL INSPECTION OF THE SUBJECT PROPERTY, A ZONING REPORT OR LETTER PROVIDED BY THE CLIENT, AND MATTERS OF RECORD OR PROVIDED BY THE TITLE COMPANY OR CLIENT, THERE ARE NO VISIBLE:
(1A) HEIGHT OR BULK RESTRICTIONS, SETBACK LINES, PARKING REQUIREMENTS, PARTY WALLS, ENCROACHMENTS OR OVERHANGS OF ANY IMPROVEMENTS UPON ANY EASEMENT, RIGHT-OF-WAY OR ADJACENT LAND OR ENCROACHMENT OF THE IMPROVEMENTS LOCATED ON ADJACENT LAND ONTO THE SUBJECT PROPERTY, OTHER THAN AS NOTED ON THE ENCROACHMENT TABLE; OR
(1B) EASEMENTS, RIGHTS-OF-WAY, PARTY WALLS, OR BUILDING STRUCTURES OR OTHER IMPROVEMENTS, BILLBOARDS, CONFLICTS, OFFICIALLY DESIGNATED 100 YEAR FLOOD PLAINS OR FLOOD PRONE AREAS, SPRINGS, STREAMS, CREEKS, RIVERS, PONDS, LAKES, CEMETERIES OR BURIAL GROUNDS. **NO ZONING REPORT OR LETTER PROVIDED.**
- [EXCEPT AS SHOWN ON THE SURVEY,] THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR UTILITIES, DRAINAGE, STRUCTURAL SUPPORT OR INGRESS OR EGRESS.
- THE LEGAL DESCRIPTION ON AND DEPICTION OF THE SUBJECT PROPERTY CONTAINED IN THE SURVEY DESCRIBE AND DEPICT THE SAME PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION CONTAINED IN THAT CERTAIN TITLE COMMITMENT/PRELIMINARY REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY ON NOVEMBER 15, 2021 UNDER ORDER NO. NCS-1096339-ATL, REFER TO THE **"AS SURVEYED LEGAL DESCRIPTION" AS THE SUBJECT PROPERTY SHOWN HEREON.**
- THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
- THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- THE SURVEY REFLECTS THE LOCATION OF WETLANDS ON THE SUBJECT PROPERTY BASED ON THE WETLAND DELINEATION PROVIDED BY THE CLIENT. **NONE PROVIDED.**
- A 70' JOINT USE ACCESS EASEMENT IS FOUND ON MAP BOOK 62, PAGE 111, PENDER COUNTY.
- A 20' UTILITY EASEMENT ON EACH SIDE OF ALL PROPERTY LINES ARE RESERVED AS PER BOOK 4698, PAGE 1654, PENDER COUNTY REGISTRY AND BOOK 6286, PAGE 1022, NEW HANOVER COUNTY REGISTRY.
- SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY RESERVED FOR FUTURE TRAIL TO TRAIL CORRIDOR PER BOOK 4698, PAGE 1654, PENDER COUNTY REGISTRY AND BOOK 6286, PAGE 1022, NEW HANOVER COUNTY REGISTRY.
- A COPY OF NEW AMENDMENT TO PENDER PARK RESTRICTIVE COVENANTS 12,2021 (UNRECORDED), PROVIDED BY THE CLIENT WHICH DESCRIBES SETBACKS, SUBDIVISION PROHIBITION MINIMUM LOT SIZE, EASEMENTS RESERVED AND SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY ABANDONED.
- PLANIMETRIC FEATURES SHOWN HEREON WERE PROVIDED BY GPI, FLOWN ON NOVEMBER 2, 2021 AND REDUCED AND DIGITIZED BY GPI. SEE NOTE ON FACE OF THE MAP.
- DURING THE FIELD OBSERVATIONS, THE BUILDINGS, PARKING AREAS AND OTHER STRUCTURES APPEARED TO BE ABANDONED OR NOT MAINTAINED AT THE TIME OF THE SURVEY.

TABLE A ITEMS

- ☒ MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
CORNERS FOUND OR SET AS SHOWN HEREON.
- ☒ ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **AS SHOWN HEREON.**
- ☒ FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DERIVED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. **FLOOD ZONE INFORMATION AS SHOWN HEREON - SEE SURVEY NOTES.**
- ☒ GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **AS SHOWN HEREON.**
- ☒ VERTICAL RELIEF WITH THE SOURCE OF INFORMATION (E.G., GROUND SURVEY, AERIAL MAP); GONTOUR INTERVAL; DATUM WITH ORIGINATING BENCH MARK WHEN APPROPRIATE.
- ☒ (A) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **NO ZONING REPORT OR LETTER HAS BEEN PROVIDED AT THIS TIME. SET BACK REQUIREMENTS ARE SHOWN HEREON PER BOOK 4698 PAGES 1654-1656.**
☒ (B) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **AS SHOWN HEREON.**
- ☒ (A) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL:
(1) SQUARE FOOTAGE (SF)
(2) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL:
(3) OTHER AREAS AS SPECIFIED BY THE CLIENT.
(C) MEASURED HEIGHT OF ALL BUILDINGS ABOVE GRADE AT A LOCATION SPECIFIED BY THE CLIENT. IF NO LOCATION IS SPECIFIED, THE POINT OF MEASUREMENT SHALL BE IDENTIFIED.
- ☒ SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **PLANIMETRIC FEATURES PROVIDED BY GPI, INC. AS SHOWN HEREON.**
- ☒ NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES STRIPPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **NO STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE AREAS WERE OBSERVED.**
- ☒ AS DESIGNATED BY THE CLIENT, A DETERMINATION OF THE RELATIONSHIP AND LOCATION OF CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTY.
- EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5.E.I.V.) AS DETERMINED BY:
(A) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OR INFORMATION)
☒ (B) MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE REQUEST. **AS SHOWN HEREON.**
NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.I.V. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, EIT OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. IN WHICH CASE, THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
- ☒ AS SPECIFIED BY THE CLIENT, GOVERNMENTAL AGENCY SURVEY-RELATED REQUIREMENTS (E.G., HUB SURVEYS, SURVEYS FOR LEASER OR BUREAU OF LAND MANAGEMENT MANAGED LANDS) OR RELEVANT SURVEY REQUIREMENTS ARE TO BE PROVIDED BY THE CLIENT OR CLIENTS DESIGNATED REPRESENTATIVE.
- ☒ NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS, IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY 'ET AL.' **AS SHOWN HEREON**
- ☒ AS SPECIFIED BY THE CLIENT, DISTANCE TO THE NEAREST INTERSECTING STREET. **AS SHOWN HEREON.**
- ☒ RECTIFIED ORTHOPHOTOGRAPHY, PHOTOGRAMMETRIC MAPPING, REMOTE SENSING, AIRBORNE/MOBILE LASER SCANNING AND OTHER SIMILAR PRODUCTS, TOOLS OR TECHNOLOGIES AS THE BASIS FOR SHOWING THE LOCATION OF CERTAIN FEATURES (EXCLUDING BOUNDARIES) WHERE GROUND MEASUREMENTS ARE NOT OTHERWISE NECESSARY TO LOCATE THOSE FEATURES TO AN APPROPRIATE AND ACCEPTABLE ACCURACY RELATIVE TO A NEARBY BOUNDARY. THE SURVEYOR MUST (A) DISCUSS THE RAMIFICATIONS OF SUCH METHODOLOGIES (E.G., THE POTENTIAL PRECISION AND COMPLETENESS OF THE DATA GATHERED THEREBY WITH THE INSURER, LENDER, AND CLIENT PRIOR TO THE PERFORMANCE OF THE SURVEY, AND (B) PLACE A NOTE ON THE FACE OF THE SURVEY EXPLAINING THE SOURCE, DATE, PRECISION, AND OTHER RELEVANT QUALIFICATIONS OF ANY SUCH DATA. **NOTED AND SHOWN HEREON.**
- EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- ☒ PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **NOTED AND SHOWN HEREON.**
- ☒ PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 1), INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR. **AS SHOWN HEREON.**
- PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF \$ TO BE EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST, BUT THIS ITEM SHALL NOT BE ADDRESSED ON THE FACE OF THE PLAT OR MAP.
-

SCHEDULE B, PART II EXCEPTIONS
FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NO. NCS-1096339-ATL
COMMITMENT DATE: NOVEMBER 15, 2021

THIS COMMITMENT DOES NOT PUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I REQUIREMENTS ARE MET. **NOT A SURVEY ISSUE.**
- TAXES FOR THE YEAR 2022 AND ALL SUBSEQUENT YEARS. LAND IS CURRENTLY BENEFITED BY A TAX EXEMPTION. THIS POLICY EXCEPTS THE LIEN WHICH MAY ATTACH BY REASON OF ANY RESTORATION OF REAL PROPERTY TAXES RESULTING FROM THE TRANSFER OF TITLE BY THE OWNER ENTITLED TO SAID EXEMPTION, OR THE FAILURE OF THE OWNER TO COMPLY WITH THE TERMS AND CONDITIONS OF ANY AGREEMENT WITH THE MUNICIPALITY REGARDING THE EXEMPTION, INCLUDING, WITHOUT LIMITATION, THE RETROACTIVE IMPOSITION OF TAXES. **NOT A SURVEY ISSUE.**
- EASEMENTS AND ANY OTHER FACTS AS SHOWN ON PLAT RECORDED IN MAP BOOK 51, PAGE 70; PENDER COUNTY REGISTRY OF DEEDS OFFICE AND MAP BOOK 55, PAGE 238, NEW HANOVER COUNTY REGISTRY. **AS SHOWN HEREON, EXCEPT TRACT 1 & 4 OF MAP BOOK 51, PAGE 70, PENDER COUNTY AND MAP BOOK 55, PAGES 238, NEW HANOVER COUNTY.**
- EASEMENTS AND ANY OTHER FACTS AS SHOWN ON PLAT RECORDED IN MAP BOOK 53, PAGE 19; PENDER COUNTY REGISTRY OF DEEDS OFFICE AND MAP BOOK 56, PAGES 210-211, NEW HANOVER COUNTY REGISTRY. **AS SHOWN HEREON, EXCEPT TRACTS 1, 8 & 9 OF MAP BOOK 53, PAGE 19, PENDER COUNTY AND MAP BOOK 56, PAGES 210-212, NEW HANOVER COUNTY.**
- NOTICE OF BROWNFIELD PROPERTY RECORDED IN BOOK 4003, PAGE 191 (PENDER COUNTY REGISTRY OF DEEDS OFFICE) AND BOOK 5605, PAGE 2255, NEW HANOVER COUNTY REGISTRY. **PART OF THE SUBJECT PROPERTY.**
- TERMS, PROVISIONS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS PROVIDED IN AMENDMENT TO RESTRICTIVE COVENANTS, RECORDED IN BOOK 3679, PAGE 59 AND BOOK 4698, PAGE 1654 (PENDER COUNTY REGISTRY OF DEEDS OFFICE) AND BOOK 6286, PAGE 1022, NEW HANOVER COUNTY REGISTRY. **AFFECTS PROPERTY. 20' UTILITY EASEMENT ON EACH SIDE OF ALL LOT LINES AS SHOWN HEREON. STRIPES ARE NOTED AS SHOWN HEREON. SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY RESERVED NOTE AS SHOWN HEREON.**
- EASEMENT TO CAROLINA POWER AND LIGHT COMPANY RECORDED IN ~~BOOK 4003, PAGE 191~~ ~~IN THE PENDER COUNTY REGISTRY OF DEEDS OFFICE, AND, ~~BOOK 5605, PAGE 2255~~~~ ~~BOOK 129, PAGE 1923 AND ~~BOOK 5605, PAGE 2255~~~~ NEW HANOVER COUNTY REGISTRY. **BOOK 129, PAGE 1923 - AS SHOWN HEREON. EASEMENT NOT LOCATED ON SUBJECT PROPERTY.**
- INTENTIONALLY DELETED**
- INTENTIONALLY DELETED**
- TERMS, PROVISIONS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS PROVIDED IN NC SPECIAL WARRANTY DEED WHICH INCLUDES USE RESTRICTIONS AND EASEMENTS) THEREIN, RECORDED IN BOOK 3859, PAGE 338 AND BOOK 5531, PAGE 18, PENDR AND NEW HANOVER (RESPECTIVELY) COUNTY REGISTRY. **PART OF THE SUBJECT PROPERTY.**
- ANY LIEN, OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL OR RENTAL EQUIPMENT HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN ON THE PUBLIC RECORDS. **NOT A SURVEY ISSUE.**
- RIGHTS OF PARTIES IN AND TO THE USE OF EASEMENT(S) APPURTENANT AFFECTING THE LAND, IF ANY. **NOT A SURVEY ISSUE.**
- RIGHTS OF PARTIES IN POSSESSION AS TENANTS ONLY, UNDER UNRECORDED LEASE(S) OR RENTAL AGREEMENT(S). **NOT A SURVEY ISSUE.**
- ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, DEFICIENCY IN AMOUNT OF AREA, RIGHTS, EASEMENTS, EJECTMENTS, SETBACKS, RIGHTS OF PARTIES IN POSSESSION, INTERESTS OR CLAIMS WHICH WOULD BE RESOLVED BY A CURRENT AND ACCURATE SURVEY AND INSPECTION OF THE LAND. **AS SHOWN HEREON, ACRAGE AS SHOWN HEREON COMPUTED BY COORDINATES.**
- RIPARIAN RIGHTS ARE NOT INSURED. **NOT A SURVEY ISSUE.**
- RESERVATION OF GRAS, OR ANY/MORE MINERAL RIGHTS. **NO DEEDS PROVIDED.**
- ANY INCURRY IN THE AREA, SQUARE FOOTAGE OR ACREAGE OF THE LAND TO BE INSURED HEREIN. **ACRAGE AS SHOWN HEREON COMPUTED BY COORDINATES.**
- TITLE TO AND EASEMENTS IN ANY PORTION OF THE LAND LYING WITHIN ANY HIGHWAYS, ROADS, STREETS OR OTHER WAYS. **NOT A SURVEY ISSUE.**
- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER CREATED BY OR ARISING OUT OF OR THE INACCESSIBILITY OF THE RECORDS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, (I) AN INABILITY TO SEARCH THE PUBLIC RECORDS AFTER 11-15-21, OR (II) ANY DELAY IN RECOGNITION OF CONVEYANCE INSTRUMENTS IN THE PUBLIC RECORDS. **NOT A SURVEY ISSUE.**
- ANY INVALIDITY, UNENFORCEABILITY, LACK OF PRIORITY, DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER CREATED BY OR ARISING OUT OF OR THE INACCESSIBILITY OF THE RECORDS AND RECORDS, INCLUDING, BUT NOT LIMITED TO, (I) AN INABILITY TO SEARCH THE PUBLIC RECORDS AFTER 11-15-21, (II) ANY DELAY IN RECOGNITION OF THE DOCUMENTS (SECURITY INSTRUMENTS), OR (III) CREATING THE LIEN OF THE INSURED MORTGAGE IN THE PUBLIC RECORDS, OR (III) ANY CLAIM BASED ON AN ASSERTION THAT THE RECORDING OF THE INSURED MORTGAGE PAID TO BE TIMELY. **NOT A SURVEY ISSUE.**
- NO BUILDING SHALL BE CONSTRUCTED ON ANY PARCEL OF LAND NEARER THAN 50 FEET TO THE RIGHT-OF-WAY LINES OF STREETS.
- IN THE CASE OF CORNER LOTS, BOTH 50 FOOT FRONT SETBACKS WILL APPLY.
- THERE MUST BE AN OWNER-MAINTAINED STRIP WITH A MINIMUM OF 20 FEET IN WIDTH OF LANDSCAPED GROUND ALONG THE STREET PROPERTY LINES, EXCEPT THAT DRIVES AND WALLS MAY BE LOCATED WITHIN THE LANDSCAPED STRIP.
- NO BUILDING SHALL BE ERRECTED NEARER THAN 25 FEET TO A SIDE PROPERTY LINE.
- WHERE NECESSARY AND CONSISTENT WITH THE OVERALL PURPOSES OF THESE COVENANTS, THE 25-FOOT MINIMUM MAY BE WAIVE BY THE BOARD.
- IN THE EVENT MORE THAN ONE PARCEL OF LAND SHALL BE OWNED BY ONE PERSON OR ENTITY, AND IN THE IMPROVEMENT OF EACH PARCEL OF LAND, A BUILDING SHALL BE ERRECTED ON MORE THAN ONE PARCEL OF LAND, THEN THE SIDE LINE RESTRICTION ON THE INTERIOR LINE OR LINES MAY BE WAIVED.
- NO BUILDING SHALL BE CONSTRUCTED NEARER THAN 25 FEET TO A REAR LOT LINE.
- IN THE EVENT MORE THAN ONE PARCEL OF LAND SHALL BE OWNED BY ONE PERSON OR ENTITY, AND IN THE IMPROVEMENT OF EACH PARCEL OF LAND, A BUILDING SHALL BE ERRECTED ON MORE THAN ONE PARCEL OF LAND, THEN THE REAR LINE RESTRICTION ON THE INTERIOR LINES ON THE INTERIOR LINE OR LINES MAY BE WAIVED.
- IT IS SPECIFICALLY PROVIDED THAT IF A PARCEL OF LAND SHALL BE SOLD BEFORE ANY IMPROVEMENT SHALL BE ERRECTED, THE LINE BETWEEN THE PART SOLD BEFORE ANY IMPROVEMENT SHALL HAVE BEEN ERRECTED AND THE PART RETAINED SHALL BE THE PROPERTY LINE TO WHICH THIS SETBACK RESTRICTION SHALL APPLY.

SETBACKS (PER BOOK 4698 PAGE 1654, PENDER COUNTY REGISTRY)

- NO BUILDING SHALL BE CONSTRUCTED ON ANY PARCEL OF LAND NEARER THAN 50 FEET TO THE RIGHT-OF-WAY LINES OF STREETS.
- IN THE CASE OF CORNER LOTS, BOTH 50 FOOT FRONT SETBACKS WILL APPLY.
- THERE MUST BE AN OWNER-MAINTAINED STRIP WITH A MINIMUM OF 20 FEET IN WIDTH OF LANDSCAPED GROUND ALONG THE STREET PROPERTY LINES, EXCEPT THAT DRIVES AND WALLS MAY BE LOCATED WITHIN THE LANDSCAPED STRIP.
- NO BUILDING SHALL BE ERRECTED NEARER THAN 25 FEET TO A SIDE PROPERTY LINE.
- WHERE NECESSARY AND CONSISTENT WITH THE OVERALL PURPOSES OF THESE COVENANTS, THE 25-FOOT MINIMUM MAY BE WAIVE BY THE BOARD.
- IN THE EVENT MORE THAN ONE PARCEL OF LAND SHALL BE OWNED BY ONE PERSON OR ENTITY, AND IN THE IMPROVEMENT OF EACH PARCEL OF LAND, A BUILDING SHALL BE ERRECTED ON MORE THAN ONE PARCEL OF LAND, THEN THE SIDE LINE RESTRICTION ON THE INTERIOR LINE OR LINES MAY BE WAIVED.
- NO BUILDING SHALL BE CONSTRUCTED NEARER THAN 25 FEET TO A REAR LOT LINE.
- IN THE EVENT MORE THAN ONE PARCEL OF LAND SHALL BE OWNED BY ONE PERSON OR ENTITY, AND IN THE IMPROVEMENT OF EACH PARCEL OF LAND, A BUILDING SHALL BE ERRECTED ON MORE THAN ONE PARCEL OF LAND, THEN THE REAR LINE RESTRICTION ON THE INTERIOR LINES ON THE INTERIOR LINE OR LINES MAY BE WAIVED.
- IT IS SPECIFICALLY PROVIDED THAT IF A PARCEL OF LAND SHALL BE SOLD BEFORE ANY IMPROVEMENT SHALL BE ERRECTED, THE LINE BETWEEN THE PART SOLD BEFORE ANY IMPROVEMENT SHALL HAVE BEEN ERRECTED AND THE PART RETAINED SHALL BE THE PROPERTY LINE TO WHICH THIS SETBACK RESTRICTION SHALL APPLY.

SUBDIVISION PROHIBITION/ MINIMUM LOT SIZE: (PER BOOK 4698 PAGE 1654, PENDER COUNTY REGISTRY)

THE BOARD RESERVES THE RIGHT TO SUBDIVIDE THE REAL PROPERTY IN THE PARK INTO PARCELS CONTAINING A MINIMUM OF FIVE (5) ACRES. IN ADDITION, OWNERS OF ADJACENT LOTS OR SITES IN THE PARK MAY EXCHANGE STRIPS OR PARCELS OF LAND BETWEEN THEMSELVES WITHOUT CREATING A SUBDIVISION WHERE THE NUMBER OF PARCELS IS NOT INCREASED AND WHEN NO NEW PARCEL IS CREATED.

EASEMENTS RESERVED: (PER BOOK 4698 PAGE 1654, PENDER COUNTY REGISTRY)

EASEMENTS ARE SPECIFICALLY RESERVED OVER AND THROUGH ALL FRONT, SIDE, REAR AND INTERIOR LOT LINES AND AT ALL CORNERS OF ALL LOT LINES FOR A DISTANCE OF TWENTY (20) FEET, ON EACH SIDE OF THE PROPERTY LINE FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITY SERVICES THROUGHOUT THE PARK. ADDITIONAL EASEMENTS MAY ALSO BE RESERVED FOR MAINTENANCE AND SERVICE BY THE BOARD AT THE TIME OF APPROVAL OF PLANS BY THE BOARD.

SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY ABANDONED: (PER AMENDMENTS TO RESTRICTIVE COVENANTS FOR PENDR COMMERCE PARK) NOT RECORDED, PROVIDED BY CLIENT.

THE ABANDONED RIGHT-OF-WAY OF THE FORMER SEABOARD COASTLINE RAILROAD, WHICH RUNS PARALLEL TO US-421 AS DEPICTED ON W-6 PAGE 113 OF THE PENDR COUNTY REGISTRY, SHALL NOT BE REQUIRED TO BE PRESERVED, THE INTENT OF THIS AMENDMENT IS TO MAKE CLEAR THAT THE PRIOR PRESERVATION AND RESTRICTION ON USE UNDER THIS SECTION EIGHTEEN (18) IS REMOVED. OWNERSHIP SHALL BE GOVERNED BY NCOS 1-44.2 .

REVISIONS:	

CLIENT INFORMATION:
SEEFRED INDUSTRIAL PROPERTIES, INC.
212 SOUTH TRYON STREET, SUITE 1000
CHARLOTTE, NC 28281

PARAMOUNT ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

ALTA / NSPS LAND TITLE SURVEY
PIN: 2291-95-4885-0000 & 2291-84-9960-0000
PID: R01500-001-004-000
101 VITAMIN DRIVE, WILMINGTON, NC
GRADY TOWNSHIP, PENDR COUNTY, NC
CAPE FEAR TOWNSHIP, NEW HANOVER COUNTY, NC

PROJECT STATUS
CONCEPTUAL LAYOUT: 3/20/2022
FINAL DESIGN: 11-2021
RELEASED FOR CONSTRUCTION: JAC:GA
DATE: 11-2021
DESIGNED: JAC:GA
DRAWN: JAC:GA
CHECKED: JAC:GA

SEAL

PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION,
RECORDATION,
CONVEYANCES, OR
SALES.

SV-2

PEI JOB#: 21569 PE



Pender County Approval of final change order for BASF property for SR&R

TO: Board of County Commissioners
FROM: Chad McEwen
DATE: April 4, 2022
SUBJECT: Approval of final change order for BASF property for SR&R

SUMMARY:

**Excavation and removal of additional found utilities, not found in original spec.
\$35,100.00**

This change order covers substantial amounts of pipe (PVC, CMP, RCP) found all over the site. These unmarked lines were not on the original plans, but were encountered, removed, and disposed of. The trenches for removal were also backfilled, compacted, and tested. These lines took considerable amount of time to remove and were pretty much all over the site. We also encountered significant amounts of concrete structures (concrete piles, footers, pump bases, foundations, etc.) There were also additional manholes, drop inlets, and components for sanitary and storm water.

[\[TC1\]](#)

ACTION REQUESTED:

Approval of final change order for BASF property for SR&R

Final Change Order, Detail Description and Justification

1) Excavation and removal of additional found utilities, not found in original spec. \$35,100.00

This change order covers substantial amounts of pipe (PVC, CMP, RCP) found all over the site. These unmarked lines were not on the original plans, but were encountered, removed, and disposed of. The trenches for removal were also backfilled, compacted, and tested. These lines took considerable amount of time to remove and were pretty much all over the site. We also encountered significant amounts of concrete structures (concrete piles, footers, pump bases, foundations, etc.) There were also additional manholes, drop inlets, and components for sanitary and stormwater.







Change order 1. continued

2) Removal and Disposal of Giant Basin near Fire Water Tank
\$69,843.00

During the final removal of the lines running parallel to the road, a giant, partially demolished concrete basin was discovered beneath the surface of the soil. This basin was the largest of the vessels on site and took substantial time and effort to remove. It was filled with soil which had to be removed and stockpiled. It was also deep in the ground and required three excavators and an excavator with hammer to remove. And, owing to the size of the vessel, backfilling and compacting in the required lifts took considerable time. It also took quite a few loads of concrete being shipped out in dump trailers that would have otherwise been assigned to hauling out debris, asphalt, etc. No mention of this vessel was made in the spec, nor in the subsurface utilities plan.



Change order 2, continued.



This picture shows the vessel when it was partially excavated. Large volumes of soil had to be removed, stockpiled, staged back from the excavation, then brought back in and compacted. The vessel's bottom 10 feet below grade approximately.

3) Additional Disposal of Impacted Soil, additional backfill

\$5,133.15 for Contaminated soil (60.39 tons @ \$85.00)

\$1,660.73 for Additional Backfill (50.33 yards @ \$33.00)

The bid spec stated 90 tons. We removed a total of 150.39 tons from the site. Per item #11 on our unit price sheet in the proposal doc, we have an overage of 60.39 tons at the stated rate of \$85.00. This additional amount also required additional backfill of 50.33 yards at \$33.00/ yd.

4) Additional silt fence, per Linear Foot.

\$1,608.00

During the change order work for additional removals outside of the fence on the Eastern Edge of the property, 402 additional linear foot of silt fence was installed.

5) Removal of 4" – 6" water line, front of facility.

\$5,583.00

Significant length of 4 to 6" lines removal, disposal, excavation, backfill, compaction, etc. Includes hauling and disposal of pipe.

6) Sampling of wet well for disposal.
\$1,380.00

In field sampling by field chemist and analytical cost. Includes rush charge.

7) Sampling of white substance in process pipe.
\$2,173.00

This includes the sampling by a field chemist and analytical cost for TCLP, plus rush charge to identify the contents in a found process pipe. Pipe contents were found to be non-haz.

Credit to Pender for De-scope of Chain Link Fence removal
\$6,982.00

Per discussions with Chris (Wood) and Chad (Pender), the decision was made to leave the chain link fence in place. Since our proposal to Pender reflected costs to remove this ~5,200 feet of fencing, a credit will be issued against our invoice. This amount is \$6,982.00 and reflects the labor and equipment saved to remove, transport, and dispose of the fence.



**Pender County
Approval for increase of purchase order
464 and Budget Amendment for SR&R
Change Order**

TO: Board of County Commissioners
FROM: Chad McEwen
DATE: April 4, 2022
SUBJECT: Approval for increase of purchase order 464 and Budget Amendment for SR&R Change Order

SUMMARY:

BOA to increase purchase order 464 in the amount of \$99,277.00
695-399000 GF Fund Balance to 500-404500 Contracted Services

ACTION REQUESTED:

Approval for increase of purchase order 464 and Budget Amendment for SR&R Change Order



Pender County Budget Ordinance Amendment

Tuesday, March 22, 2022

Page 2 of 3

Date Monday, April 4, 2022
Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Department 660 - NON-DEPARTMENTAL

Purpose of Request
To increase final budget amount for SR&R change order

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	GF Fund Balance	99,277
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	500-404500	Contracted Services	99,277
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 99277

Total Expenditures 99277

Budget Amendment Balances when Zero. 0

Prepared By: Margaret Blue **Email** mblue@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: April 4, 2022

SUBJECT: Approve Amendment No. 1 to Contract with CDM Smith for Engineering Services During Construction for the Elevated Tank & Wells Project, Budget Ordinance Amendment, and Associated Purchase Order Revision

SUMMARY:

The original contract with CDM Smith for the SHWSD elevated tank & wells project (which includes the RO plant project as well) only included engineering design and bidding services. This contract amendment # 1 for engineering services during construction is needed to ensure that the construction project is properly managed and inspected.

In addition, some additional work has been performed that was outside the original scope of the contract due to our difficulty in finding an acceptable RO plant site. This work includes evaluating various parcels for potential viability as plant and wellfield sites, evaluating alternative pipeline and discharge locations, and changing to two separate design reports (needed for funding) due to RO plant project delays. There has also been some additional costs for the tank & wells project due to some issues installing one of the test wells necessary for project design completion, some additional survey work required, and adding an alternative tank style to the bid documents.

The amendment shows some revisions in red that were made during negotiations between PCU and CDM Smith to ensure better control of costs and tasks to be performed under the contract. A "clean" copy of the amendment is being provided for the Chairman's signature, which has eliminated the deleted portions.

Purchase Order # 468 (FY21) will need to be revised to reflect this contract amendment # 1. Also, a budget ordinance amendment (attached) is required to move funds from the project contingency to make them available for this work.

The total cost of Amendment # 1 is \$869,170. Funds are available within the project budget for this amendment (fund/org 61 and 68).

ACTION REQUESTED:

Approve Amendment No. 1 to the Contract with CDM Smith, Budget Ordinance Amendment, and Associated Purchase Order Revision

ATTACHMENTS:

Amendment No. 1
Budget Ordinance Amendment

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No.1 is made and entered into this day of , 2022 to the Agreement between CDM Smith Inc. (CDM Smith) (“ENGINEER”) and Pender County (“OWNER”) dated November 2, 2020, (“the Agreement”).

WHEREAS, ENGINEER and OWNER entered into the Agreement for the *Eastern Pender Service Area Water System Improvements*, and

WHEREAS, the parties desire to amend the Agreement for the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties;

NOW THEREFORE, in consideration of the mutual understanding and Agreements contained herein, the parties agree to amend the Agreement as follow.

- A. Amendments to Task 010 – DUE DILEGENCE FOR WTP SITE and Task 200 – PRELIMINARY DESIGN and Task 300 – FINAL DESIGN

Modifications to the Agreement are included for several out-of-scope items of work performed for the planning and design of the Scotts Hill Elevated Tank and Wells, and the Rocky Point Reverse Osmosis (RO) Water Treatment Plant (WTP). Details regarding the added scope of work and tasks to be modified are provided below.

- B. Addition of Task 700 – CONSTRUCTION CONTRACT ADMINISTRATION, RECORD DRAWINGS, AND CLOSEOUT

This scope and fee are added for the Scotts Hill Elevated Tank and Wells only and will be adjusted by amendment with the water plant construction proceeds.

- C. Addition of Task 800 – RESIDENT PROJECT REPRESENTATIVE SERVICES

This scope and fee are added for the Scotts Hill Elevated Tank and Wells only and will be adjusted by amendment with the water plant construction proceeds.

- D. Addition of Task 900 – START-UP AND COMMISSIONING SERVICES.

This scope and fee are added for the Scotts Hill Elevated Tank and Wells only and will be adjusted by amendment with the water plant construction proceeds.

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

- a. Scope modification to **Subtask 010.1 – General Due Diligence**, for wetlands mitigation analysis and memorandum.

All available parcels of land being considered for the Rocky Point RO Water Treatment Plant contain large areas of wetlands. A memorandum was prepared that summarized the procedures and project impacts when pursuing wetlands mitigation to consolidate useable land for the new facility. The fee for **Task 010 – DUE DILIGENCE FOR WTP SITE** has been increased by \$7,200 for these added services.

- b. Scope modification to **Subtask 202 – Concentrate Pipeline Routing and Discharge Location Analysis** for the analysis of concentrate discharge to the Northeast Cape Fear River.

The Master Plan Report for the *Eastern Pender Service Area Water System Improvements*, dated December 2019 recommends that alternative locations be considered for discharge of concentrate to the Intracoastal Waterway. Considering the recent challenges identifying available land for the new WTP, the OWNER requested that CDM Smith evaluate the possibility for concentrate discharge to the Northeast Cape Fear River. This is in addition to the current scope of work, which provides for an evaluation of two potential discharge locations along the Intracoastal Waterway. These analyses have yet to be conducted and funds must be reserved to complete that work. Therefore, the analysis and memorandum developed for the Northeast Cape Fear River discharge is added to the scope of services. The fee for **Task 200 – PRELIMINARY DESIGN** has been increased by \$4,320 for these added services.

- c. Scope modification to **Subtask 204 – Production Well Planning**, for added well construction.

This subtask defines the requirements to install test wells at the Rocky Hill Tank and Well locations. This work was completed and unforeseen below grade conditions required additional work by the subcontractor to properly secure the wells. One location had numerous caves and voids, and a second location had burial debris to drill through and install additional well casings. The fee for **Task 200 – PRELIMINARY DESIGN** has been increased by \$8,000 for these added services.

- d. Scope modification to **Task 200 – PRELIMINARY DESIGN**, for development of a second Basis of Design Report.

The intent of the Agreement was for development of one Basis of Design Report for both the Scotts Hill Tank and Wells, and Rocky Point RO WTP. A schedule adjustment was required for each project and therefore, preliminary designs could not be performed concurrently. A fee adjustment is required to account for the added effort to complete a second report. The fee for **Task 200 – PRELIMINARY DESIGN** has been increased by \$24,650 for these added services.

Delete the following in the first paragraph of Subtask 201;

“ENGINEER will perform a preliminary design and summarize the results in a Basis of Design Report (BODR) for the Eastern Pender Service Area Water Systems Improvements.”

and insert the following therefore:

“ENGINEER will perform a preliminary design and summarize the results in two Basis of Design Reports (BODR), one report for the Scotts Hill Tank and Wells, and a second report for the Rocky Point RO Water Treatment Plant.”

- e. Scope modification to **Task 200 – PRELIMINARY DESIGN**, for an analysis and summary for indirect raw water withdrawal from the Northeast Cape Fear River.

The Master Plan Report for the *Eastern Pender Service Area Water System Improvements*, dated December 2019 concludes that raw water for the new water plant will be sourced from multiple production wells and not a surface water. The Agreement defines engineering services to advance aquifer sourced water without consideration of alternative sources. The OWNER requested that alternative sources be considered and to document the viability of indirect (riverbed infiltration) from the Northeast Cape Fear River. A memorandum was prepared that summarized the process of riverbed infiltration and the potential for being a raw water source for the new water plant. The fee for **Task 200 – PRELIMINARY DESIGN** has been increased by \$5,400 for these added services.

- f. Scope modification to **Subtask 302 - Survey**, for additional survey required for Miscellaneous Distribution Piping.

Page 14 of the Agreement states: “Miscellaneous Distribution Piping: This piping is excluded from survey as the assumption is that plans will be prepared utilizing GIS files and aerial photography.” Design for the 210 North Water Line Extension and Country Club Water Line Extension could not be completed using existing GIS and aerial photography. Additional survey was completed in these areas to aid in development of the construction drawings. The fee for **Task 300 – FINAL DESIGN** has been increased by \$23,940 for these added services.

- g. Scope modification to **Subtask 304 – Construction Drawings and Subtask 305 – Construction Specifications**, for design services to define a second elevated storage tank style as a bid alternate. The work included the creation of additional drawings, specification, and alterations to the bid form. The fee for **Task 300 – FINAL DESIGN** has been increased by \$24,760 for these added services.

- h. Insert the following Task 700.

TASK 700 - CONSTRUCTION CONTRACT ADMINISTRATION, RECORD DRAWINGS, AND CLOSEOUT

The ENGINEER will provide construction contract administration for the Scotts Hill Tank and Wells project (Project). These services are in addition to, and not including Project Management services as defined under Task 100.

This scope of services assumes that construction contract administration will be provided over the anticipated duration of the construction contract. Services will begin one month prior to when Notice of Award is issued to a construction contractor and continue through Final Acceptance of construction followed by one month for Project Contract Closeout (total of 17 months). The construction period is assumed to be fifteen (15) months of actual construction contract time from Notice to Proceed to Final Acceptance for the Project.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents. The ENGINEER will rely on the OWNER to provide Construction Management duties such as those required to enforce the General Conditions of the Contract Documents.

Subtask 701 - General Administration of Construction Contract

ENGINEER will consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions will not be modified, except to the extent provided herein. The OWNER's instructions to Contractor will be issued through ENGINEER who will have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

Subtask 701.1 – Conformed Documents. ENGINEER will incorporate addendum material into the bid drawings and specifications to prepare conformed drawings and specifications. Clarification comments from the building permit review process will also be included provided the comments and clarifications are simple and incidental and do not require redesign. It is assumed that up to eight sets of printed conformed documents (drawings and specifications) will be prepared and issued for construction, by the Notice to Proceed date.

Subtask 701.2 – Preconstruction Meeting. ENGINEER will prepare a pre-construction meeting agenda and conduct a preconstruction meeting with the Contractor, and others as appropriate, to explain construction administration procedures and to delineate project requirements and constraints. ENGINEER will prepare and distribute minutes of the meeting within one week of the meeting. It is assumed that this meeting will be attended in person by the construction project manager, OWNER project manager, Contractor and the onsite personnel. The meeting will also be attended remotely by other project staff.

Subtask 701.3 –Project Construction Coordination Meetings. The ENGINEER will attend ~~two one virtual progress~~ meetings per month. ~~one meeting in person and the second virtual. The inperson meeting will be held in the ENGINEER'S construction trailer with the OWNER'S representative and Contractor, to coordinate the work.~~

ENGINEER will prepare each meeting agenda and conduct each meeting with the OWNER and Contractor, and others as appropriate, to review construction progress since

the prior meeting and construction progress forecasted to the next meeting; coordination with OWNER operations and local authorities; status of permits, submittals, requests for information, and Change Management; safety and environmental controls issues; and other action items as appropriate. ENGINEER will prepare and distribute minutes of each monthly meeting within one week.

Subtask 702 - Visits to Site and Observation of Construction

In connection with observations of the Contractor's work while in progress:

ENGINEER will make site visits at intervals appropriate to the various stages of construction as ENGINEER deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER will provide the services of a Resident Project Representative at the site to assist ENGINEER and provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this scope of services and the Contract Documents. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER will keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth herein and other express or general limitations in this Agreement and elsewhere. In addition to site visits, the ENGINEER will also attend the factory witness testing for the instrumentation and controls systems to be furnished by the Contractor.

The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's Work nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither

guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

This scope assumes 2024 sites visit by the ENGINEER (including trade/discipline engineers when appropriate), for the construction duration (estimated to be 15 months).

Subtask 703 - Testing and Inspections

The Project will require special inspections or tests of the work for quality assurance and compliance with Building Code Requirements. ENGINEER will receive and review certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.

ENGINEER's scope of services includes the subcontracted services of an independent testing laboratory and special inspections staff to perform specialty inspections and construction materials testing and will include earthwork compaction/density testing, bearing capacity, tank painting inspection, concrete sampling and strength testing, steel and aluminum inspections, seismic and wind resistance inspections, laboratory services for soil proctors and associated project management and administration services by the subcontractor. There are other special inspections and testing required by the Contractor including welding (radiographic) inspections and well testing, and other.

For this Project, Factory Witness Testing (FWT) and Field Acceptance Testing (FAT) will not be required.

Subtask 704 - Defective Work

During site visits and on the basis of such observations, ENGINEER will have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that generally conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated per the Contract Documents.

Subtask 705 - Clarifications and Interpretations: Field Orders and Request for Information

ENGINEER will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. ENGINEER will respond to Request for Information (RFI) submittals from the Contractor. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders (FO) authorizing minor variations from the requirements of the Contract Documents. This scope of services assumes up to 60 RFIs and 4 FOs.

Subtask 706 - Change Orders and Work Change Directives

ENGINEER will recommend Change Orders and Work Change Directives to OWNER as appropriate and will prepare Change Orders and Work Change Directives as required. This scope of services assumes review and response of up to 10 Contractor-initiated change requests and subsequent processing of Work Change Directives and formal change orders for these items. ENGINEER will receive an amendment for additional compensation if the assumptions above are exceeded. Claim support, mediation participation, or other dispute resolution is not included.

Subtask 707 - Shop Drawings and Submittals

ENGINEER will review and approve (or take other appropriate action in respect of) Shop Drawings, Samples, test reports and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. It is assumed that shop drawings will be reviewed no more than twice by the ENGINEER. Subsequent submittal reviews will be at the Contractor's expense. A total of 90 shop drawings/submittals are assumed including "B" submittals.

Subtask 708 - Substitutes

ENGINEER will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project will only be performed pursuant to an amendment to this Agreement for additional compensation.

Subtask 709 - Disagreements between OWNER and Contractor

ENGINEER will render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER will be fair and not show partiality to OWNER or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. Follow-up claim support, mediation participation, or other dispute resolution is not included.

Subtask 710 - Applications for Payment

Based on ENGINEER's on-site observations as an experienced and qualified design professional and review of Applications for Payment and the accompanying data and schedules:

ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to

the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER are expressly subject to the limitations set forth in this Scope of Services or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER will not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid. A total of 15 pay applications are assumed and will be reviewed and recommended by the ENGINEER.

Subtask 711 - Contractor's Completion Documents

ENGINEER will receive, review and transmit to the OWNER (with written comments) manufacturer operating and maintenance instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

Subtask 712 - Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, will conduct an inspection to determine if the work is substantially complete. After considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER will deliver a certificate of Substantial Completion (SC) to OWNER and Contractor. The SC certificate may include a list of items to be completed as conditions for SC.

Subtask 713 - Final Notice of Acceptability of Work

ENGINEER will conduct a final inspection to determine if the completed work of Contractor is acceptable, so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will indicate that the work is acceptable to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

Subtask 714 - Limitation of Responsibilities

ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

Subtask 715 - Record Drawings and Closeout

ENGINEER will prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER. The record prints will also incorporate the Resident Project Representative's observation of changes made during construction. These record drawings will be prepared on reproducible hard copies and on disk (in PDF format) for delivery to the OWNER. One (1) hardcopy of the final record drawings will be provided.

ENGINEER will provide services in conjunction with Project closeout including submission of record drawings to permitting agencies for final certifications.

- i. Insert the following Task 800.

TASK 800 - RESIDENT PROJECT REPRESENTATIVE SERVICES

ENGINEER will furnish a Resident Project Representative (RPR) to assist ENGINEER in observing progress and work quality of the Contractor. This Agreement includes one Lead RPR budgeted at ~~23~~ days/week average over a 13-month period commencing approximately 2 months after Notice to Proceed (total assumed construction duration, NTP to final completion, is 15 months). This Agreement will require an amendment to provide additional compensation for RPR services should the 15-month construction duration be exceeded. Contractor will provide the RPR with an onsite field trailer and associated facilities for the construction duration.

OWNER and ENGINEER agree that representation at the site will be provided. ENGINEER will provide one RPR to assist ENGINEER in observing the progress and work quality of the Contractor. Project representation level of effort is sufficient to inspect the Contractor's Work and discharge its responsibilities under Tasks 700 and 800.

The RPR will be selected, employed, and directed by ENGINEER. The duties, responsibilities, and limitations of authority of the RPR will be described in the General Conditions of the Contract Documents and as detailed herein.

Through more extensive on-site observations of the work in-progress and field checks of materials and equipment by the RPR, ENGINEER will use reasonable effort to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER will not, during such visits or as a result of such observation of Contractor's work in-progress, supervise, direct, or have control over Contractor's work, nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and per the Contract Documents and are further limited and described as follows:

Subtask 801 - General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealing with Contractor's subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

Subtask 802 - Duties and Responsibilities of RPR

- a. Schedules: RPR will review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
- b. Conferences and Meetings: RPR will attend meetings with Contractor such as pre-construction conferences, monthly progress meetings, job conferences, and other Project-related meetings.
- c. Liaison: RPR will serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- d. RPR will assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

Subtask 803 - Shop Drawings and Samples

- a. RPR will advise ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

Subtask 804 - Review of Work, Rejection of Defective Work, Inspections and Tests

- a. RPR will conduct on-site observation of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents.
- b. RPR will report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. RPR will verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel; and that Contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
- e. RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory.
- f. Interpretation of Contract Documents: RPR will report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- g. Modifications: RPR will consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

Subtask 805 - Records

- a. RPR will maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Work Changes, Addenda, Change Orders, FO's, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor, and other Project-related documents.
- b. RPR will prepare a daily report for each day on the site, recording Contractor's hours on the job site, weather conditions, number and types of labor personnel onsite, equipment onsite, equipment in use, work completed since the prior visit, data relative to questions regarding Work Change Directives, Change Orders or changed conditions, list

of job site visitors, ongoing construction activities, decisions, observations (in general), and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

- c. RPR will record names, addresses and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.

Subtask 806 - Reports

- a. RPR will furnish to ENGINEER periodic reports as required of progress of the work and Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. RPR will consult with ENGINEER in advance of scheduled major tests, inspection, or start of important phases of the work.
- c. RPR will recommend to ENGINEER Change Orders, Work Change Directives, and FO's.
- d. RPR will report promptly to ENGINEER and OWNER the occurrence of any accident.

Subtask 807 - Payment Requests

RPR will review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requests to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Subtask 808 - Certificates, Maintenance and Operation Manuals

During the course of the work, RPR will verify that certificates, operations and maintenance manuals, spare parts and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to ENGINEER to review for forwarding to OWNER prior to final payment for the work.

Subtask 809 - Completion

- a. Before ENGINEER issues a Certificate of Substantial Completion, RPR will submit to Contractor a list of observed items requiring completion or correction.
- b. RPR will observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work including, but not limited to, those to be performed by public agencies having jurisdiction over the work.
- c. RPR will conduct a final walk-through in the presence of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. RPR will observe whether items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the work.

Subtask 810 - Limitations of Authority by RPR

- a. RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items) unless authorized by ENGINEER.
- b. RPR will not exceed limitations of ENGINEER’s authority as set forth in the Agreement or the Contract Documents.
- c. RPR will not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
- d. RPR will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
- e. RPR will not accept Shop Drawing or sample submittals from anyone other than Contractor.
- f. RPR will not authorize OWNER to occupy the Project in whole or in part.
- g. RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.
- j. Insert the following Task 900.

TASK 900 - EQUIPMENT STARTUP AND TRAINING

Subtask 901 - Start-Up and Operational Assistance Services

Operational services shall include start-up assistance, operational assistance, and system operations optimization (commissioning). During the construction phase, ENGINEER will provide an Operations and Maintenance (O&M) Specialist to assist with equipment and process check-out, demonstration testing, instrumentation loop check-out, and instrumentation and controls (I&C) testing.

Subtask 902 - Commissioning Coordination

An O&M Specialist will lead up to ~~five-three~~ (35) startup and commissioning meetings; advise of startup and operational issues and provide input to RFI; and review and provide guidance on startup and commissioning related tasks.

Subtask 903 - Equipment Check-out, Testing and Commissioning

An O&M Specialist will assist in equipment and process check-out and demonstrational testing activities and commissioning. ENGINEER will provide on-site assistance of one person for up to ~~105~~ cumulative days. The O&M Specialist will keep written logs to include operating and testing parameters, test observations, feed rates, estimated operating costs and chemical consumption where applicable. The Specialist logs will be utilized during process and equipment start-up.

ENGINEER’s O&M specialist will provide the following during this task:

- a. On-site assistance (1 person)

- b. Assist plant staff in preparation of equipment systems for initial operation
- c. Recommend process control adjustments
- d. Monitor and recommend process optimization adjustments
- e. Prepare process equipment status log sheets
- f. Provide informal hands-on guidance to plant staff
- g. Coordinate construction warranty-related issues
- h. Troubleshoot operational issues

Subtask 904 - Review Equipment Service Manuals and Training Materials

ENGINEER will review the vendor and manufacturers' service manuals. The review will assure that proper operations, preventive maintenance, repair procedures and applicable service information is provided for all specified equipment. The submitted manuals will be compared to the specifications to ensure that the submittals are sufficient in content and quantity to enable staff training and proper guidance after startup. An O&M Specialist will review and comment on training plans provided by manufacturers and vendors.

Subtask 905 - Monitor Vendor Training Sessions

The O&M Specialist will monitor select vendor and manufacturer training to determine if it complies with the intent of the specifications, offers classroom and field instruction, and the material is covered adequately and professionally. ENGINEER will take attendance and provide feedback during the training session to augment the students learning experience. Vendor courses will not be accredited by ENGINEER. The O&M specialist will attend up to two (2) training days by the vendors as determined through consultation with the OWNER.

Subtask 906 - Engineer Training

An O&M specialist shall develop and deliver an operations and maintenance training program for the new and/or upgraded processes that includes placing the systems in- and out-of-service, operating sub-system equipment, process control and recommended maintenance practices. This will include the following tasks:

Subtask 906.1 - Training Development

ENGINEER will prepare training materials and provide ~~2-(two)~~ 1 (one) training modules, approximately 2 (two) hours ~~each~~, for the OWNER to overview the general operations of specific unit process areas and how these integrate into the overall treatment process. The three planned modules include:

Subtask 906.2 - Systems Operations Training

The operations training program will present detailed information on the plant equipment and process modifications. Lesson plans will be produced, and training conducted for new and upgraded process equipment and systems as outlined above. Each training session will include classroom and hands-on training where appropriate. The final draft operations manual will be used along with PowerPoint slide presentations will be used to

create and display overheads for the training program. The training will prepare OWNER personnel for the operation of the equipment and processes associated with the upgraded facilities. Training sessions will be limited to no more than 2 hours a day and scheduled between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday.

Subtask 907 - Operations and Maintenance Manual

An electronic O&M (e-O&M) Manual will be developed for the OWNER to provide O&M guidance for the new processes and associated equipment. The O&M manual will be provided as a comprehensive PDF-based facility e-O&M for the Project. The e-O&M will be provided as a standalone platform that is simultaneously accessible to multiple personnel, navigable, searchable and linked to other pertinent O&M documentation such as manufacturer O&M manuals, record drawings, standard operating procedures (SOPs), operating permits, facility schematics, training modules, MSDS, and other useful data types. The SOPs are designed to provide OWNER staff with specific procedures for startup, shutdown, process operations and other related tasks for maintaining and optimizing operations of the process.

A final draft O&M manual for the OWNER will be submitted in hard copy format and will include all developed text and figures. Two copies will be provided for review. ENGINEER will provide the final source files for Microsoft Word, Microsoft Excel, and associated figures and photos in their native format for subsequent use in updates to these manual sections. This information will be provided using a standardized file structure so that the information can be easily located when updates are required.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

No changes.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

In Section 1.0, ENGINEER'S SERVICES, delete Table 1:

Table 1 -Task Descriptions and Schedule

Task Number	Task Description	Duration of Services	Start Goal	Completion Goal
010	Due Diligence for WTP Site	3 months	November 3, 2020	January 31, 2021
100	Project and Quality Management	22 months	February 1, 2021	November 30, 2022
200	Preliminary Design	3 months	February 1, 2021	April 30, 2021
300	Final Design	10 months	May 1, 2021	February 28, 2022
400	Funding Program Support	as required		
500	Permitting Assistance	as required		
600	Services During Bidding	4 months	August 1, 2022	November 30, 2022
700	General Services During Construction (TBD)	TBD		
800	Construction Observation Services (TBD)	TBD		
900	Start Up and Commissioning Services (TBD)	TBD		
1000	Unspecified Services Allowance	as required		

and insert the following therefor.

Table 1 -Task Descriptions and Schedule

Task Number	Task Description	Duration of Services
010	Due Diligence for WTP Site	3 months
100	Project and Quality Management	22 months
200	Preliminary Design	3 months
300	Final Design	10 months
400	Funding Program Support	as required
500	Permitting Assistance	as required
600	Services During Bidding	4 months
700	General Services During Construction	17 months for Elevated Tank & Wells
800	Construction Observation Services	13 months for Elevated Tank & Wells
900	Start Up and Commissioning Services	3 months for Elevated Tank & Wells
1000	Unspecified Services Allowance	as required

4. The payment for services rendered by ENGINEER shall be as set forth below:

In Section 4.0 METHOD OF PAYMENT, delete the following compensation table:

Lump Sum Compensation Tasks	RPTWSD	SHWSD	Total
Task 010 - Due Diligence for WTP Site	\$111,200	\$ 0	\$111,200
Task 100 - Project and Quality Management	\$952,080	\$96,500	\$1,048,580
Task 200 - Preliminary Design	\$650,190	\$65,900	\$716,090
Task 300 - Final Design	\$5,129,290	\$519,710	\$5,649,000
Task 400 - Funding Program Support	\$126,250	\$12,800	\$139,050
Task 500 - Permitting Assistance	\$515,750	\$52,300	\$568,050
Task 600 - Services During Bidding	\$238,970	\$24,210	\$263,180
Task 700 - General Services During Construction	-	-	-
Task 800 - Construction Observation Services	-	-	-
Task 900 - Start Up and Commissioning Services	-	-	-
SUBTOTAL LUMP SUM	\$7,723,730	\$771,420	\$8,495,150
Task 1000 - Unspecified Services Allowance			\$250,000
AUTHORIZED UPPER LIMIT (Not to Exceed)			\$8,745,150

and insert the following therefor:

Lump Sum Compensation Tasks	RPTWSD	SHWSD	Total
Task 010 - Due Diligence for WTP Site	\$118,400	\$ 0	\$118,400
Task 100 - Project and Quality Management	\$952,080	\$96,500	\$1,048,580
Task 200 - Preliminary Design	\$688,682	\$69,778	\$758,460
Task 300 - Final Design	\$5,173,512	\$524,188	\$5,697,700
Task 400 - Funding Program Support	\$126,250	\$12,800	\$139,050
Task 500 - Permitting Assistance	\$515,750	\$52,300	\$568,050
Task 600 - Services During Bidding	\$238,970	\$24,210	\$263,180
Task 700 - General Services During Construction	-	\$550,500 602,100	
		\$550,500 602,100	
Task 800 - Construction Observation Services	-	\$146,700 205,800	
		\$146,700 205,800	
Task 900 - Start Up and Commissioning Services	-	\$73,788 000	
		\$73,788 000	
SUBTOTAL LUMP SUM	\$7,813,644 3	\$1,550,676 675,632	
	\$9,364,320 489,320		

Task 1000 - Unspecified Services Allowance

\$250,000

AUTHORIZED UPPER LIMIT (Not to Exceed)

\$9,~~671~~349,320

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER:

ENGINEER:

By: David Piepmeyer
Title: Chairman, Board of Commissioners
Date:

By: Reed Barton
Title: Client Services Leader
Date:

Address for giving notices:
Pender County
P.O. Box 5
Burgaw, North Carolina 28425

Address for giving notices:
CDM Smith Inc.,
5400 Glenwood Avenue, Suite 400,
Raleigh, North Carolina 27612

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2022.

Meg Blue, Finance Officer



Pender County Budget Ordinance Amendment

Monday, March 21, 2022

Page 21 of 21

Date Monday, April 4, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund VARIOUS

Division, Program, Project, etc. RO Plant & Elevated Tank/Wells Projects Department VARIOUS

Purpose of Request Move funds from contingency to the engineering services line-items for additional contract services for Tank/Wells project engineering services during construction and additional costs due to RO project delays, etc.

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	61-409600	Contingency	-779256
2	61-404505	Contract Svcs-Engineer	779256
3	68-409600	Contingency	-89914
4	68-404505	Contract Svcs-Engineer	89914
5			
6			
7			
8			
9			
10			
11			
12			
13			

Total Revenues 0 Total Expenditures 0

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel Email kkeel@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: April 4, 2022

SUBJECT: Approve Amendment No. 2 to Contract with CDM Smith for Engineering Services for the Surface Water Plant High Service Pump Upgrade Project, Capital Project Ordinance & Resolution, Budget Ordinance Amendment, and Associated Purchase Order

SUMMARY:

The Surface Water Plant High Service Pump Upgrade project will double the official capacity of the surface water plant on US 421 to 4 MGD by providing additional pumping capacity to the distribution system. As part of the RO Plant/Elevated Tank & Wells project contract, CDM Smith prepared a submittal to NCDEQ to approve the official increase in capacity of the existing US 421 surface water plant from 2 MGD to 4 MGD. Their evaluation showed that the existing plant is already capable of treating up to 4 MGD, but pumping capacity into the distribution system was insufficient to maintain this flow due to the lack of sufficient backup pump capacity. Basically, in order to provide a plant's full production volume, it must be able to operate with one pump out of service to provide a backup in case of mechanical failure. The existing plant needs an additional high service pump to allow it to produce 4 MGD and meet State requirements.

Since this evaluation work was included in the original contract with CDM Smith, it is acceptable to proceed with CDM Smith performing this additional work through a contract amendment (rather than a new RFQ process for engineer selection). Also, CDM Smith is the original designer of this water plant, and therefore has a unique insight and knowledge of the existing plant to make them extremely well qualified to perform the work.

This project was funded in the FY22 budget for the water plant (Fund/Org 77), so funds are available for the project. However, since the project will take 18 to 24 months to design and construct, a capital project ordinance is needed to provide an account to complete the project through multiple fiscal years. A capital project budget ordinance in

the amount of \$586,000 is provided for the Board's consideration to document the proposed project expenditures and funding from Fund/Org 77.

ACTION REQUESTED:

Approve Amendment No. 2 to Contract with CDM Smith, Capital Project Ordinance & Resolution, Budget Ordinance Amendment, and Associated Purchase Order

ATTACHMENTS:

Amendment No. 2
Capital Project Ordinance & Resolution
Budget Ordinance Amendment

**AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No.2 is made and entered into this day of , 2022 to the Agreement between CDM Smith Inc. (CDM Smith) (“ENGINEER”) and Pender County (“OWNER”) dated November 2, 2020, (“the Agreement”).

WHEREAS, ENGINEER and OWNER entered into the Agreement for the *Eastern Pender Service Area Water System Improvements*, and

WHEREAS, the parties desire to amend the Agreement for the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties;

NOW THEREFORE, in consideration of the mutual understanding and Agreements contained herein, the parties agree to amend the Agreement as follow.

The OWNER is proceeding with pumping upgrades in the High Service Pump Station at their existing Surface Water Treatment Plant (WTP). This Amendment No.2 adds scope and fee for the ENGINEER to provide professional services including preliminary design, final design, bidding and engineering services during construction. Details defining these services and how the Agreement is to be modified are provided below.

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

- a. Insert the follow Task 1100.

TASK 1100 – DESIGN, BIDDING AND ENGINEERING SERVICES DURING CONSTRUCTION FOR SURFACE WTP PUMP UPGRADES

The ENGINEER will provide professional services required to develop construction documents, assist with bidding, and provide engineering services during construction for upgrades to the existing Surface WTP. Construction work to be performed includes installation of a new 200 Hp vertical turbine pump at the High Service Pump Station, electrical feed from the existing MCC with new variable frequency drive, mechanical piping, fittings, valves, automation and SCADA modifications.

Subtask 1101 – Project and Quality Management

ENGINEER will provide management services, as defined in Task 100 of the Agreement, and required to lead the professional services defined below. Additional effort is required for project status reporting, meetings, quality control, scheduling, data and document control.

Subtask 1102 – Preliminary Design

ENGINEER will provide preliminary design services required to complete 30 percent design. Design memoranda will be provided that defines design criteria, equipment selection, power source and control strategies. A conceptual layout will be provided along with a process and instrument diagram. An Opinion of Probable Construction Cost will ~~be provided for the 30 percent definition of the work~~not be provided for the 30 percent design.

Subtask 1103 – Final Design

ENGINEER will provide final design services required to complete 100 percent design.

The ENGINEER shall prepare detailed design Drawings as required to construct the work detailed in accordance with the preliminary design. The final documents will include general, process mechanical, electrical, and instrumentation drawings. The Drawings will be prepared to OWNER standards for public bid. The Drawings shall conform to the ENGINEER's CAD Standards. Construction drawings will be submitted at ~~90 and~~ 100 percent completion and have content typical of the Standard of Care for such services.

The ENGINEER shall prepare detailed Front-End Series 0 Documents and Technical Specifications in the CSI (Construction Specifications Institute) 50 Division format as required to construct the work detailed in the Design Memoranda. The Series 0 will be prepared to OWNER standards for public bid. The ENGINEER will prepare Front End Contract (Series 0) Forms based on the OWNER's standard documents, including Introduction to Bidders, Bid Form, Agreement, General Conditions, and Special Conditions, and forms.

~~90% Design Submittal. Comments from the 30% submittal will be incorporated and all drawings will be included in this submittal and all major design completed. Development of new drawings is not expected after this submittal. An updated OPCC will be submitted.~~

~~The required systems shall be shown complete with all the details. Calculations, databases, construction cost estimates, schedules and other project support documentation will reflect the status of the Drawings. An in-house integrated multidiscipline design quality review/cross check of the Project deliverables will be completed in accordance with the Project QA/QC requirements to maintain consistency with other documents.~~

100% Design Submittal. Final comments from ~~30~~90% submittal will be incorporated into the design and the Contract Documents will be submitted, signed and sealed, ready for bidding. The required systems shall be shown complete with all the details. Calculations and other project support documentation will reflect the status of the Drawings. An in-house integrated multidiscipline design quality review/cross check of

the Project deliverables will be completed in accordance with the Project QA/QC requirements to maintain consistency with other documents.

Development of new drawings is not expected after this submittal and an Opinion of Probable Construction Cost will not be provided.— The project is finished, checked, and complete with adjustments and corrections that have addressed, resolved, and/or incorporated to the OWNER's satisfaction including the comments from the previous submittals, ~~workshops~~, and reviews.

These services also include the effort to apply for and receive an Authorization to Construct from Public Water Supply, a Division of Water Resources at the North Carolina Department of Environmental Quality. This is the only permit anticipated for the Project.

Subtask 1104 – Bidding

ENGINEER will provide bidding services required to advertise, conduct pre-bid meeting, respond to bidder questions, issue addenda, open and evaluate bids, and make recommendation for award. Contractor prequalifications are not included. A single bid package will be developed and a rebid is assumed to not be required.

Subtask 1105 – Engineering Services During Construction

ENGINEER will provide engineering services during construction, as defined in Task 700, 800 and 900 of the Agreement, and added by Amendment No.1. The specific quantity of services defined in Tasks 700, 800 and 900 are amended as follows:

- Construction duration from Notice to Award to Project Close Out is assumed to be 8 months.
- One in person preconstruction meeting and monthly (virtual) construction progress meetings will occur.
- A part time Resident Project Representative (RPR), as defined in Task 800, will be provided for up to 6080 hours.
- Up to 4 ENGINEER site visits.
- Assumed to be 10 RFIs, 14 shop drawings, 1 field order, 2 contractor-initiated change requests and 6 applications for payment.
- ENGINEER will provide 2 days of startup services for the new work. There will be no factory witness testing.
- Services not included are an O&M manual, record drawings, special testing and inspections (Subtask 703), training and commissioning.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

No changes.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

In Section 1.0, ENGINEER'S SERVICES, insert the following in Table 1:

Table 1 -Task Descriptions and Schedule

Task Number	Task Description	Duration of Services
1100	DN, BD and ESDC for Surface WTP Pump Upgrades	14 months

4. The payment for services rendered by ENGINEER shall be as set forth below:

In Section 4.0 METHOD OF PAYMENT, add the following to the table:

Lump Sum Compensation	Tasks	RPTWSD	SHWSD	Total
	Task 1100 - DN, BD and ESDC for Surface WTP Pump Upgrades	-	-	
\$199,900				<u>162,300</u>

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER:

ENGINEER:

By: David Piepmeyer
Title: Chairman, Board of Commissioners
Date:

By: Reed Barton
Title: Client Services Leader
Date:

Address for giving notices:

Pender County

P.O. Box 5

Burgaw, North Carolina 28425

Address for giving notices:

CDM Smith Inc.,

5400 Glenwood Avenue, Suite 400,

Raleigh, North Carolina 27612

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2022.

Meg Blue, Finance Officer

**CAPITAL PROJECT BUDGET ORDINANCE
SURFACE WATER PLANT HIGH SERVICE PUMP UPGRADE PROJECT**

WHEREAS, the Board of Pender County Commissioners desire to adopt a capital project budget ordinance pursuant to and as provided by NCGS 159- 13.2; and

WHEREAS, the Board of Pender County Commissioners desire to construct a Surface Water Plant High Service Pump Upgrade Project to add more potable water supply and resiliency to Pender County Utilities;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Pender County Commissioners, as follows:

SECTION 1: The amounts herein set forth are hereby appropriated for the expenses related to the project:

Engineering Fees	\$ 162,300.00
Construction	\$ 385,000.00
Project Contingency	<u>\$ 38,700.00</u>
TOTAL PROJECT COST	\$ 586,000.00

SECTION 2: The amounts herein set forth are hereby designated as the funding to be made available for the project to meet the foregoing appropriations:

Transfer from Fund 77	<u>\$ 586,000.00</u>
TOTAL PROJECT FUNDING	\$ 586,000.00

SECTION 3: Authorized activities for the Surface Water Plant High Service Pump Upgrade Project include the expenditure of budgeted funds for construction, engineering, site work, and contingency. The officials of Pender County are hereby directed to proceed with the project within the terms of the budget contained herein,

SECTION 4: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to provide the accounting of federal, state and local regulations.

SECTION 5: Funds may be advanced from the enterprise fund for the purpose of making payments as due.

SECTION 6: Copies of this ordinance shall be filed with the Finance Director and the Clerk to the Board of Commissioners to be kept by them for their direction in carrying out this project.

This ordinance was introduced and passed at this meeting of the Board of Pender County Commissioners and was adopted this the ____ day of _____, 2022.

David Piepmeyer, Chairman

ATTEST:

Tera Cline, Clerk to the Board

RESOLUTION

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

that the Capital Project Budget Ordinance for the Surface Water Plant High Service Pump Upgrade Project to document the proposed project expenditures and funding in the amount of \$586,000.00 is approved and adopted.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

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

David Piepmeyer, Chairman

Date

ATTEST:

Tera Cline, Clerk to the Board



Pender County Budget Ordinance Amendment

Tuesday, March 22, 2022

Page 11 of 12

Date Monday, April 4, 2022

Board Meeting Date (If Applicable) Monday, April 4, 2022

Fiscal Year FY 2021-2022 Fund 77 - WTP

Division, Program, Project, etc. Surface Water Plant High Service Pump Upgrade Project Department 77 - WATER TREATMENT PLANT

Purpose of Request

Transfer budgeted project funds to a Capital Project fund for the design and construction of the surface water plant high service pump upgrade project.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	68-397077-6964	Transfer from Fund 77	586000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	68-404505-6964	Contract Svcs-Engineering	162300
2	68-407460-6964	Construction	385000
3	68-409600-6964	Contingency	38700
4	77-409068	Transfer to Fund 68	586000
5	77-407400	Capital Outlay	-586000
6			
7			
8			
9			
10			

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

Total Revenues

586000

Total Expenditures

586000

Budget Amendment Balances when Zero.

0

Prepared By:

Kenny Keel

Email

kkeel@pendercountync.gov



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: April 4, 2022

SUBJECT: Approval of Purchase Order to O.C. Welch Ford Lincoln, Inc for the purchase of 2022 Ford F-150 Responder pickup truck in the amount of \$35,320.80.

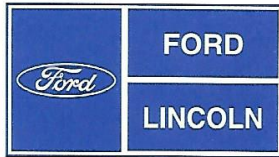
SUMMARY:

Pender County Sheriff's Office is requesting the approval of a Purchase Order to purchase a 2022 Ford F-150 Responder pickup truck. This vehicle will be purchased at O.C. Welch Ford Lincoln in Hardeeville, South Carolina. 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, etc.

These funds will come from account 510-407403

ACTION REQUESTED:

Approval of Purchase Order to O.C. Welch Ford Lincoln for the purchase of 2022 Ford F-150 Responder pickup truck in the amount of \$35,320.80.



O.C. WELCH FORD LINCOLN, Inc.

4920 Independence Blvd., Highway 278
Hardeeville, South Carolina 29927
Telephone (843) 288-0100
Web Site: www.goseeocford.com

3/10/22

PENDER COUNTY SHERIFFS OFFICE
P.O. BOX 1449
BURGAW, N.C. 28425

2022 FORD F-150 RESPONDER
YOU HAVE COPY OF STD EQUIPMENT, HERE ARE FACTORY OPTIONS

- 1. CHROME FRONT & REAR BUMPERS**
- 2. FRONT FOG LIGHTS**
- 3. BLACK PLATFORM RUNNING BOARDS**
- 4. REAR DEFROSTER WITH PRIVACY GLASS INCLUDING REAR DOORS**
- 5. POLICE ENGINE IDLE FEATURE, CAN PUSH BUTTON ON DASH, TAKE KEY OUT AND LEAVE ENGINE RUNNING IN CASE TO HAVE TO SET ON SCENE WITH LIGHTS ON. NO ONE CAN STEAL VEHICLE, WHEN READY TO GO UNLOCK, PUT KEY IN AND DRIVE OFF**
- 6. KEYLESS ENTRY**

NET TOTAL NO TAX IS \$35,320.80

LARRY WILLIAMS
GOVERNMENT SALES

A handwritten signature in black ink, appearing to read "Larry Williams", written over a faint blue circular background.

CELL 706-829-9315
EMAIL LARRY1124@BLUETIEOME.COM



Pender County
Approval of reappointment of Mr. Garry
Silivanch to the Southeastern Economic
Development Commission (SEDC)

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	April 4, 2022
SUBJECT:	Approval of reappointment of Mr. Garry Silivanch to the Southeastern Economic Development Commission (SEDC)

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.

The term of Mr. Garry Silivanch on the Southeastern Economic Development Commission (SEDC) Board of Directors expired on January 31, 2022. Mr. Garry Silivanch has been representing Pender County as a minority representative; and serving on the full board of the Commission. In order to ensure that Pender County has adequate representation on our Board at all times; and that the Commission meets representation requirements imposed by current Federal legislation, we are requesting that your Board of Commissioners reappoint Mr. Silivanch to the SEDC Full Board. The appointment should be for a four-year term to expire on January 31, 2026.

ACTION REQUESTED:

Approval of reappointment



SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

Serving Southeastern North Carolina Since 1968

BOARD OF DIRECTORS

Mark Ward
Chairman
Scotland County

Gary Lanier
Vice Chairman
Columbus County

Angie Stewart
Secretary/Treasurer
Harnett County

Bladen County

Bill Early
Brunswick County

Amy Cannon
Cumberland County

Gwen McGougan
Hoke County

Tony Harrington
New Hanover County

Jackie Newton
Pender County

Martie Butler
Richmond County

Judy Sampson
Robeson County

Stephen Barrington
Sampson County

EXECUTIVE DIRECTOR
Pamela H. Bostic

March 17, 2022

Mr. Chad McEwen, County Manager
County of Pender
PO Box 5
Burgaw, NC 28425

Re: SEDC Board Appointment – Mr. Garry Silivanch

Dear Mr. McEwen,

According to our records, the term of Mr. Garry Silivanch on the Southeastern Economic Development Commission (SEDC) Board of Directors expired on January 31, 2022. Mr. Garry Silivanch has been representing Pender County as a minority representative; and serving on the full board of the Commission.

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

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

Sincerely,

Pamela H. Bostic
Executive Director

"Strives to create new jobs, retain existing jobs, and stimulate economic and industrial growth in southeastern North Carolina"
707 West Broad Street | P.O. Box 921 | Elizabethtown, North Carolina 28337 | TEL 910.862.6985 | FAX 910.862.1482
info@sedcnc.org | www.sedcnc.org



**Pender County
Approval of resolution to appoint
Tiffanie Boswell to the Town of Burgaw
Planning and Zoning Board**

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	April 4, 2022
SUBJECT:	Approval of resolution to appoint Tiffanie Boswell to the Town of Burgaw Planning and Zoning Board

SUMMARY:

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

The Town of Burgaw Board of Commissioners recommends appointment of Tiffanie Boswell to the Town of Burgaw Planning and Zoning Board to represent the town's extraterritorial jurisdiction.

ACTION REQUESTED:

Approval of resolution to appoint Tiffanie Boswell to the Town of Burgaw Planning and Zoning Board

RESOLUTION 2022-03

**A RESOLUTION MAKING A RECOMMENDATION TO THE PENDER COUNTY
BOARD OF COMMISSIONERS REGARDING THE ETJ SEAT ON THE TOWN OF
BURGAW PLANNING AND ZONING BOARD**

WHEREAS, the Town of Burgaw Planning and Zoning Board has one vacant seat that can be filled by a representative of the extraterritorial jurisdiction; and

WHEREAS, the Town of Burgaw Board of Commissioners voted at their January 11, 2022, regular meeting to recommend the appointment of Tiffanie Boswell, a resident of the town's extraterritorial jurisdiction; and

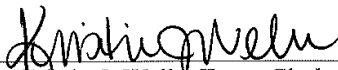
WHEREAS, pursuant to NCGS 160D, extraterritorial representatives on a municipal planning board shall be appointed by the board of county commissioners with jurisdiction over the area;

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF BURGAW BOARD OF
COMMISSIONERS THAT:**

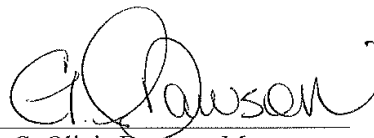
The Town of Burgaw Board of Commissioners recommends the Pender County Board of Commissioners appoint Tiffanie Boswell to fill the vacant seat on the Town of Burgaw Planning and Zoning Board to represent the town's extraterritorial jurisdiction.

ADOPTED this the 8th day of February 2022.

Attest:


Kristin J. Wells, Town Clerk

Signed:


G. Olivia Dawson, Mayor



Pender County Request for Board Action

TO: Board of Rocky Point Topsail Water and Sewer District

FROM: Kenneth Keel

DATE: April 4, 2022

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

SUMMARY:

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

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

The SRF program allows an application document to be considered for up to 2 funding cycles, not to exceed 12 months. Our most recent application has been considered twice now, so we need to renew this resolution. The updated application is also attached (with a few entries that are still being adjusted), and will be provided to the Chairman for signature when it is completed prior to the April 30th submittal deadline.

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

ACTION REQUESTED:

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

ATTACHMENTS:

Resolution and Certification by Recording Officer
Application (mostly complete)

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

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works and drinking water distribution systems, and
- WHEREAS, The Rocky Point Topsail Water and Sewer District has need for and intends to construct a drinking water treatment works project described as a reverse osmosis water plant, well field, and associated piping and distribution improvements, and
- WHEREAS, The Rocky Point Topsail Water and Sewer District intends to request State loan and/or grant assistance for the project,

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

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

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

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

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

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

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

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

Adopted this the 4th day of April 2022 at Pender County Public Assembly Room, Burgaw, North Carolina.

David Piepmeyer, Chairman
Rocky Point Topsail Water and Sewer District

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk of the Rocky Point Topsail Water and Sewer District does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Rocky Point Topsail Water and Sewer District duly held on the 4th day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of April, 2022.

Tera Cline, Clerk



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

(Last updated: February 2022)



1. General Information

Applicant Name	County	DUNS Number
Rocky Point Topsail Water and Sewer District	Pender	802578240
Project Name	Federal Tax ID #	PWSID # (if applicable)
RO Water Treatment Plant and Associated Improvements	56-2115510	NC7071011
Applicant Type	Total Project Cost	Funding Amount Requested
☐ Municipality	\$78,750,000	\$55,000,000
☐ County		
☒ Water and Sewer District		
☐ Water and Sewer Authority		
☐ Sanitary District		
☐ Non-Profit Water Corporation		
☐ Other (Specify:)		

Funding Type(s) Requested

☐ Asset Inventory and Assessment (AIA) Grant	☒ Construction Project
☐ Merger/Regionalization Feasibility (MRF) Grant	☒ Drinking Water
☐ Pre-Construction Planning Grant (without construction)	☐ Wastewater
☐ Other: _____	☐ CWSRF Green Project: stream restoration, stormwater BMP, reclaim water

Acceptance of Funding Offer (for Construction Projects only)

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

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

2. System Parameters

Residential Sewer Connections		Residential Water Connections	
n/a		7,438	
Non-Residential Sewer Connections		Non-Residential Water Connections	
n/a		881	
Monthly Sewer Bill per 5,000 gallons		Monthly Water Bill per 5,000 gallons	
n/a		\$60.00	
Percentage of Utility Bills Collected and Rate Increase Percentages			
Year	Percentage of Utility Bills Collected		Rate Increase Percentage
2021	n/a		0%
2020	n/a		0%
2019	n/a		0%
2018	n/a		0%
2017	n/a		0%

(OVER)

3. Applicant Contact Information

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

4. Application Preparer Contact Information

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

5. Engineer Contact Information

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

6. Project Description (see Instructions)

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

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

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

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

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

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

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

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

**For Construction Projects and Pre-Construction Planning Grants only:**

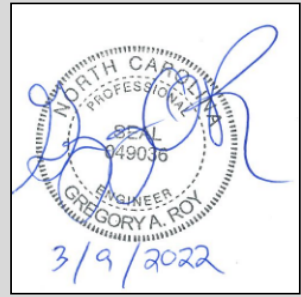
- ☐ The proposed project is a result of an Asset Inventory and Assessment Grant previously awarded by the Division?
- ☐ The proposed project is a result of a Merger / Regionalization Feasibility Grant previously awarded by the Division?
- ☒ None of the above.

7. Additional Information for Consideration

n/a

(OVER)

Page 3 of 7

8a. Project Budget (for Construction Projects and Pre-Construction Planning Grants only)			
	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
Construction Costs			
New Reverse Osmosis Treatment Plant (3 MGD)	\$52,000,000		\$52,000,000
Waterline Segment C: approximately 27,700 LF of 20-inch diameter waterline	\$10,000,000		\$10,000,000
Contingency (10% of construction costs):	\$6,200,000		\$6,200,000
Construction Subtotal:	\$68,200,000		\$68,200,000
Engineering Costs			
Engineering Design	\$5,336,000		\$5,336,000
Permitting	\$575,000		\$575,000
Land Surveying Costs	\$575,000		\$575,000
Engineering Services During Construction	\$3,764,000		\$3,764,000
Engineering Subtotal:	\$10,250,000		\$10,250,000
Administration Costs			
Planning (pre-construction costs)			
Easement Preparation	\$250,000		\$250,000
Engineering Report Preparation			
Environmental Documentation Preparation (if applicable)	\$50,000		\$50,000
Legal Costs			
Compensation for Connection Fees and System Development Fees that will not be charged after connecting residences in disadvantaged, underserved areas (if applicable)			
Project Funding Administration (if applicable)			
Other:			
Administration Subtotal:	\$300,000		\$300,000
TOTAL PROJECT COST:	\$78,750,000		\$78,750,000
A Professional Engineer signature and seal for the estimate <u>must be provided</u> in the space to the right for the application to be considered complete.			

Certification by Authorized Representative

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

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

Completeness Checklist

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

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

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

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

Submittal Information

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

Send complete Application package to:

Mailing Address[†] (US Postal Service *only*)

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

Physical Address (FedEx, UPS)[‡]

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

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

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

Application Signature

Please note: original signatures are required for each application.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

David Piepmeyer	,	Chairman, Rocky Point topsail Water And Sewer District	,	
TYPED NAME		TYPED TITLE		DATE



North Carolina Department of Environmental Quality

Division of Water Infrastructure

Fund Transfer Certification

(Not needed for CDBG-I only projects)

(revised February 2022)



§ 159G-37(b) requires that all local governments applying for funding from the Clean Water State Revolving Fund, the Wastewater Reserve, the Drinking Water State Revolving Fund, the Drinking Water Reserve, or the Viable Utility Reserve for water or wastewater projects certify that no funds received from water or wastewater utility operations have been transferred to the local government's general fund for the purpose of supplementing the resources of the general fund since July 1, 2014. The prohibition contained in § 159G-37(b) shall not be interpreted to include payments made to the local government to reimburse the general fund for expenses paid from that fund that are reasonably allocable to the regular and ongoing operations of the utility, including, but not limited to, rent and shared facility costs, engineering and design work, plan review, and shared personnel costs. **Note:** A payment in lieu of taxes (PILOT) is not exempt from this certification unless the PILOT is calculated to reimburse for these specific expenses.

Applicant's Certification:

I, as a representative of Pender County, North Carolina, hereby certify that since July 1, 2014,
(Local Government Unit)
funds received from the water and/or wastewater utility have: (**CHOOSE ONE**)

☐ been transferred from the water and/or sewer enterprise fund to the general fund **AND**
were reasonably allocable to the regular and ongoing operations of the utility in
accordance with § 159G-37(b),

OR

☒ not been transferred from the water and/or sewer enterprise fund to the general fund.

Any transfers must be consistent with the information provided in the Division of Water Infrastructure's Water & Sewer Financial Information Form and must be accurately reflected in the audits as reported by the Local Government Unit to the Local Government Commission since July 1, 2014.

**SIGNATURE OF AUTHORIZED
REPRESENTATIVE OR FINANCIAL OFFICER**

DATE

Margaret Blue

Finance Director

TYPED NAME

TYPED TITLE



North Carolina Department of Environmental Quality
Division of Water Infrastructure
Water & Sewer Financial Information Form

(Updated: February 2022)



Complete the following information related to your utility's water/sewer Enterprise Fund. If your Enterprise Funds are separate for water and sewer, *please provide sheets for the appropriate fund*. For expenditures, use only absolute values (i.e., no negative values). *Do not modify this form.*

1. Supply the required information below.

☒ Combined System ☐ Water System ☐ Sewer System

Unit Name: Pender County

Fund Name: Rocky Point Topsail Water & Sewer Fund

2. Provide the following information for the past three fiscal years *for which an audit has been completed* and submitted to the Local Government Commission.

	Fiscal Years		
	2018	2019	2020
Operating Revenues			
Customer Charges	\$4,677,653	\$4,986,186	
Connection Fees			
Other Operating Revenues	\$486,072	\$326,169	
Total Operating Revenues	\$5,163,725	\$5,312,355	
Expenditures			
<i>Administration</i>			
Salaries			
Other			
<i>Operations</i>			
Salaries	\$775,943	\$630,201	
Other	\$3,384,004	\$2,889,711	
Total Expenditures	\$4,159,947	\$3,519,912	
Other (do not include depreciation)			
Debt principal	-\$360,000	-\$375,000	
Interest	-\$770,357	-\$759,487	
Capital outlay			
Capital reserve			
Transfer from (to) other funds			
Other (list):	\$2,047,209	\$17,382	
Total Other	\$916,852	-\$1,117,105	
Net Income (Loss)	\$1,920,630	\$675,338	

(OVER)

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3. Certification. Please read and sign below.

I attest that the fiscal information provided in this form, to the best of my knowledge, is accurate, complete, true, and matches audits for the past three years. I further attest that, to the best of my knowledge, if Pender County has made any transfers within the past three years, these transfers are shown in Item #2 of this form.

(Local government unit)

**SIGNATURE OF
FINANCE OFFICER**

DATE

Margaret Blue

Finance Director

TYPED NAME

TYPED TITLE

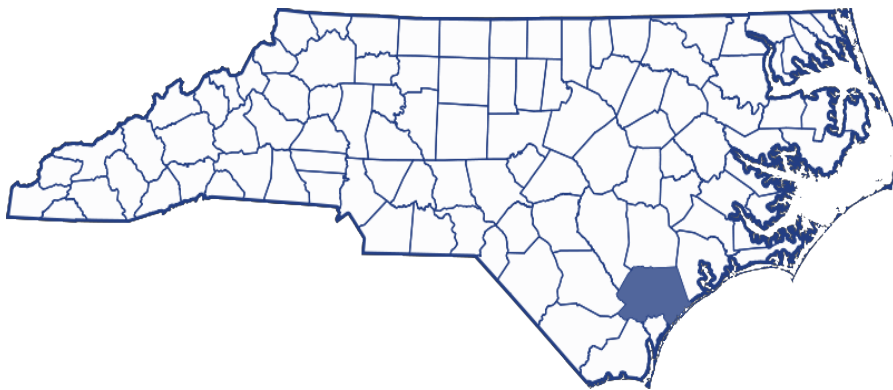


Pender County Board of Health Presentation

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: April 4, 2022
SUBJECT: Presentation of 2021 State of the County Health Report

SUMMARY:

The 2021 State of the County Health Report will be presented to the Board of County Commissioners. A hard copy of the report will be provided to the board to review as the Board of Health. This report must be submitted to the Division of Public Health annually. It provides information of the health of our community, tracks progress of established health priorities and concerns and identifies new and emerging issues that affect the health status of Pender County residents.



2021

State of the County Health (SOTCH) Report Pender County, North Carolina

The 2021 State of the County Health (SOTCH) Report presents an update on the current health status of Pender County residents. The SOTCH provides health information that is intended to augment the 2018 Community Health Assessment (CHA) that is conducted every four years and includes a more comprehensive analysis of the overall health status of the county. The main priorities identified from the 2018 Community Health Assessment were:

- 1- Mental Health and Substance Use Disorders**
- 2- Nutrition and Physical Activity**
- 3- Cancer Education and Prevention**

This report demonstrates progress made in the last year as it relates to these health priorities, recent health statistics, new initiatives and emerging issues that may impact the health status of residents in Pender County. The 2018 CHA and previous SOTCH reports may be found at the county libraries, the health department, or online at: <http://health.pendercountync.gov>



"Building a Healthier Tomorrow..."

**Pender County Health
Department**

**803 S. Walker Street
Burgaw, NC 28425**

910-259-1230

Pender County Snapshot

Population (2019 est.)	63,060	Percent White	75.4%
Est. Percent Change of Population (2010-2020, Census)	15.5%	Percent African American	14.7%
Population Projection 2030	69,689	Percent Hispanic/Latino	7.5%
Population Projection 2040	79,163	Median Household Income (2015-2019)	\$57,240
Percent Female	50.2%	Median Family Income (2019)	\$67,061
Percent Male	49.8%	Per Capita Income (2015-2019)	\$29,266
Percent Under 18 Years Old	22.2%	Population Living Below Poverty	12.3%
Percent Under 5 Years Old	5.7%	Under Age 18 Below Poverty (2019)	22.0%
Percent 65 Years and Older	18.6%	Percent of Population that are Veterans (219)	10.3%
Median Age (2019)	42.7	Average Life Expectancy at Birth (2017-2019)	77.3

(U.S Census Bureau, 2019 Quick Facts; N.C Institute of Medicine)



Maternal and Child Health

The NC State Center for Health Statistics shows the Pender County birth rate for teens ages 15-19 years old was 22.2 compared to 22.0 for North Carolina (2015-2019). Approximately 12% of pregnant women had less than a high school education while 33% had a college or post-graduate degree. The percentage of women that smoked during their pregnancy was 10.6 compared to a state rate of 8.6%. Eighty-five percent of mothers had chosen to breastfeed at the time of hospital discharge. About 68.5% of women sought prenatal care in the first trimester. Only two percent of pregnant women received no prenatal care prior to delivery. Women receiving early prenatal care have lower rates for poor pregnancy outcomes such as low birth weight and infant death.

Page 4 of 14

A brief look at the health of Pender County children showed that there was a 7.6% five-year infant mortality rate (2015-2019) compared to the state rate of 7.0. The child death rate was 8.2% with 43 child deaths under the age of 17 years during this five-year period.

One of the most important long-term factors that can affect a child's health and development is poverty. Twenty percent of children less than 18 years of age are living in poverty. In addition, 19.4% of children are living in households that experience food insecurity.

Access to care means timely use of comprehensive, quality health care services that promote and maintain health; prevent and manage diseases; and reduce unnecessary disability and premature death. Health care access is a concern in Pender County, a designated "provider shortage area." In 2019, there were 4.1 dentists per 10,000 residents compared to the state rate of 5.0 per 10,000 population. The rate for medical providers was much lower: 2.8 primary care providers per 10,000 residents and the state rate was 7.0 per 10,000 people.

	Cause of Death	Pender County Rate	N.C. Rate
<i>10 Leading Causes of Death in Pender County, 2015-2019 Age-adjusted Death Rates</i>			
1	Cancer, All Sites	166.1	158.0
2	Heart Disease	157.7	157.3
3	Cerebrovascular Disease	53.5	42.7
4	Other Unintentional Injuries	43.4	39.3
5	Chronic Lower Respiratory	36.0	44.0
6	Alzheimer's Disease	26.4	36.9
7	Motor Vehicle Injuries	24.4	14.7
8	Diabetes	23.9	23.8
9	Suicide	22.9	13.4
10	Nephritis and Renal Diseases	19.8	16.5
	All Causes	807.6	780.0

(2021 County Health Data Book, N.C. State Center for Health Statistics)

As noted on page three, the highlighted death rates for Pender County are greater than the state rates for 2015-2019. In addition, the overall death rate for the county exceeds the state rate. Many of these causes of death are preventable. Our prevention efforts face many challenges when trying to promote healthy lifestyles through physical activity, healthy nutrition, injury prevention and avoidance of tobacco and other substances. Progress toward many of the community health improvement activities are found in this document. However, residents must assess their own personal choices and behaviors and how their decisions may negatively impact their health outcomes.

From 2017-2019, the average life expectancy for Pender County residents at birth was 77.3 years of age. Life expectancy for women was 80.3 years compared to 74.4 years for men. Aside from gender, disparities are also found among whites with an average life expectancy of 77.9 years compared to 73.8 years for African Americans.

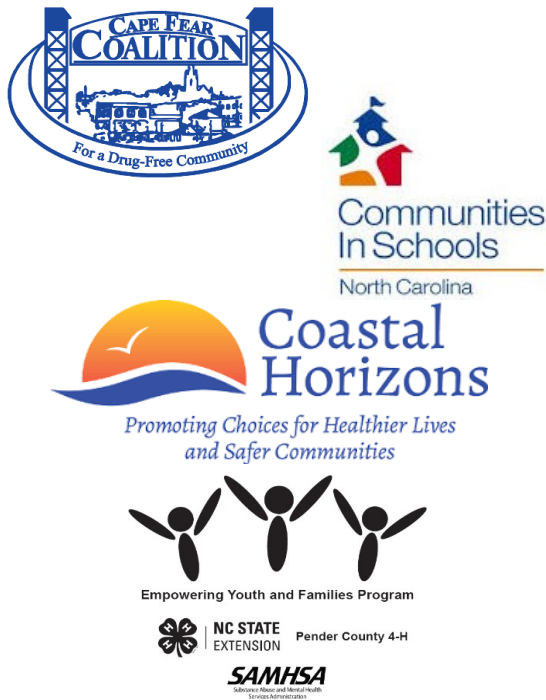
Changes in Data for 2021

The leading causes of death in Pender County for 2015-2019 compared to 2014-2018 revealed few changes. Deaths due to diabetes have dropped from 7th to 8th position. Unfortunately, unintentional motor vehicle injuries moved to the 7th leading cause of death. Concern continues for resident deaths due to other unintentional injuries and suicide.

Tracking Progress of Pender County Health Priorities

Mental Health & Substance Use Disorders	Progress
Identify available resources for mental health and substance use prevention and increase awareness among Pender County residents.  QuitlineNC 1-800-QUIT-NOW 1 - 8 0 0 - 7 8 4 - 8 6 6 9 Se Habla Español 1-800-Déjelo-Ya www.quitlinenc.com  NO SMOKING, VAPING, ELECTRONIC SMOKING DEVICES OR USE OF ANY TOBACCO PRODUCTS NATIONAL SUICIDE PREVENTION LIFELINE 1-800-273-TALK (8255) suicidepreventionlifeline.org Opioid Overdose: Understanding the Epidemic Pender County Website Page: http://www.pendercountync.gov/hhs/notices-base/opioid-overdose-understanding-the-epidemic/  Integrated Family Services PLLC (910)-444-4191 http://www.integratedfamilyservices.net/	✓ On-going promotion of Quitline NC via community events, brochures, and social media. ✓ On-going multi-disciplinary <i>Substance Use Prevention Partnership</i> meetings and action planning/implementation to target mental health and substance use prevention efforts ○ Meetings held virtually due to COVID-19 ○ Regular assessment of state and local data on unintentional poisoning, drug overdose deaths, opioid prescribing rates, and current interventions ✓ Continued participation in state and regional activities for the promotion of smoke-free/tobacco-free policies ✓ On-going promotion of <i>National Suicide Prevention Lifeline</i> and <i>Crisis Text Line</i> ✓ Current standing order for Naloxone Kit onsite and staff trained to administer ✓ Website and Facebook up-to-date postings on Opioid Epidemic ○ Fewer postings because focus shifted to updates/awareness of COVID-19 pandemic ✓ Promotion of county-wide “Drug Take Back Day” events and locations ✓ Partnered with Pender County Parks & Rec to provide Medication Safety through Summer Camp Education. ✓ Promotion of <i>Integrated Family Services Mobile Crisis</i> team with patients and community ✓ On-going referrals to/promotion of Coastal Horizon’s Substance Use Prevention Programs via brochures, flyers, community events, social media, and website ✓ Continues to maintain an up-to-date Resource Guide of mental health providers in Pender County for community members

Tracking Progress of Pender County Health Priorities



Empowering Youth and Families Program

NC STATE EXTENSION Pender County 4-H

SAMHSA

Pender County Billboard Designs-Hampstead, NC



- ✓ Monthly Reproductive Life Planning Education Classes at Pender County Department of Social Services that includes the topic of Neonatal Abstinence Syndrome
 - Program resumed virtually in 2021 due to pandemic
- ✓ Partnered with Pender County Cooperative Extension to implement the *Empowering Youth and Families (EYFP)* Program to resident families
 - Training was completed

Community Outreach/Education



Tracking Progress of Pender County Health Priorities

Physical Activity & Nutrition	Progress
Increase public awareness and promote opportunities for increasing physical activity and nutrition.  Playground at Pender Memorial Park in Pender County Learn about other opportunities by visiting: https://penderpr.recdesk.com/Community/Page?pagelId=21114  Diabetes Self-Management Education Program Learn more: http://www.pendercountync.gov/hhs/health-human-services/health-department/diabetes-self-management-education/  World Breastfeeding Week 2021	✓ On-going collaboration with <i>Pender County Parks and Recreation</i> to promote activities held at county parks ✓ Partnership with <i>Pender County Public Schools</i> to promote National Walk to School, Bike to School, and the Safe Routes to School Program events ○ Effort halted due to pandemic ✓ Partnered with local Law Enforcement to host the 5th Annual Burgaw Bike Rodeo ✓ On-going promotion of physical activity programs, community events, and opportunities across the county, via brochures, local newspapers, social media (Facebook, health department and county websites) ○ Fewer than normal due to pandemic ✓ Conduct <i>Diabetes Self-Management Education (DSME)</i> classes at the health department ✓ Conduct <i>Matter of Balance (MOB)</i> classes in the community. Classes focus on falls-prevention, a common injury for older adults. ○ Halted due to pandemic ✓ Promotion of various nutritional programs to health care providers and community partners through Lunch and Learn events ○ Fewer due to pandemic ✓ Continued health presentations with <i>after school groups and community groups</i> to promote MyPlate and importance of physical activity ○ Implemented following CDC guidelines ✓ Active participation in regional diabetes awareness campaigns ✓ Facebook page posts on events that promote physical activity and good nutrition ○ Fewer than normal due to shift to promote awareness/information about COVID-19 ✓ Collaboration with <i>WIC</i> to promote <i>World Breastfeeding Day</i> ✓ Promotion of <i>National Nutrition Month</i> through bulletin board displays and social media

Tracking Progress of Pender County Health Priorities

Cancer Prevention & Education

Progress

New Initiatives

Identify available resources for cancer screenings and provide the community with educational outreach events/programs to promote awareness.



Pender County Breast & Cervical Cancer Control Program

To learn more:

<http://www.pendercountync.gov/hhs/health-human-services/health-department/breast-cervical-cancer-control-program-bcccp/>



- ✓ Monthly promotions to increase awareness in the prevention of many types of cancers
 - Fewer events held due to pandemic
- ✓ Educational displays made and set up at all county departments
- ✓ Facebook posts to promote awareness of many types of cancers
 - Fewer postings due to pandemic
- ✓ Billboard designs displayed in the county to promote cancer screening awareness
- ✓ Promotion of the Breast and Cervical Cancer Control Program to allow uninsured, low-income women the opportunity for breast and cervical screenings
- ✓ Implementation of the CATCH My Breath program to decrease risk of teens engaging in tobacco and e-cigarette use
 - Halted due to pandemic



Emerging Issues

(SUPP). It is comprised of a variety of public agency leaders. Through a coordinated effort, priorities of the partnership are to raise community awareness of substance use and addiction, increase provider knowledge of CDC's recommended policies and procedures for prescribing, decrease substance use/opioid overdoses and deaths and raise awareness of community resources, i.e., diversion programs, therapy, treatment, and linkage to support services. The committee monitors data, assesses resources for county residents and identifies unmet needs. Opioid abuse increased slightly in the past year as did most counties across the state. Much of this increase has been attributed to COVID and the limited options for socialization.

The health department collaborates with the Department of Social Services to offer Reproductive Life Planning Education classes that address Neonatal Abstinence Syndrome for babies born addicted to opioids and other substances. Attempts were made to utilize virtual means for this educational program that did not prove as effective as in-person training. The health department has resumed these classes in person.

Health and Human Services Facility- Efforts have begun to design and construct a new health and human services facility. The new building will include the health department and the Department of Social Services.

2022 Community Health Assessment (CHA)- The community health assessment is to be conducted every four years and staff is planning for this nine-month process. Staff will be requesting members of the community to consider assisting with this endeavor. As noted earlier, the CHA helps identify important health topics in Pender County and establishes three main priorities to focus on in the coming years.

Local Health Department Re-Accreditation- The COVID response led to a pause in statewide reaccreditation efforts. The last re-accreditation for Pender County was in 2016. This requirement resumes for 2022 and staff is working to identify the documentation for the 41 benchmarks comprising of 147 activities. Re-accreditation is scheduled for August 2022. This program allows health departments to assess how well the department is meeting national and state-specific standards for public health practice and to address any gaps in service delivery.

North Carolina Medicaid Transformation- The North Carolina Medicaid program moved to a managed care system beginning with FY 21/22. Medicaid revenue streams

into the health department are posing uncertainties as staff must bill five different health plans for the care provided to patients. The health department has contracted with them to provide services. Staff is learning how to implement new ways of doing business which will include a greater emphasis on the impact of social determinants of health as well as meeting the identified health indicators for the various health plans.

National Opioid Settlement- North Carolina has developed strategies for counties to address the opioid epidemic. In order to develop a strong response plan that will benefit Pender County residents, a work group of community stakeholders will be needed to help identify the most effective programs and prevention strategies.

Aging Public Health Workforce- A recent North Carolina Public Health Worker survey revealed that a significant portion of local health department employees are over the age of 40. Thirty-two percent of senior leaders and 27% of supervisors and managers plan to retire in the next five years. Nationally, public health is comprised of insufficient numbers of young public health professionals. A strong, well-trained public health workforce is an important part of overall community health.

Public Health Workforce Initiative- As part of the American Rescue Plan Act of 2021 (ARPA), the North Carolina Division of Public Health has distributed funds to ten regions in the state. Pender County is part of the Southeast region. A workforce grant work plan will be developed to focus on public health staff recruitment and hiring; a regional training plan and a regional coordination plan to engage a regional leadership team. A main focus of the initiative will be to identify strategies to strengthen the local public health workforce and response to community health issues.

Want to do something? Get involved

Community members can get involved by participating on the Advisory Board of Health; participating in the upcoming 2022 community assessment; attending meetings, forums, community coalitions and outreach events. Join us in our efforts to help support your family, friends, and neighbors as we work on “Building a Healthier Tomorrow.”



Pender County Board of Health Presentation

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: April 4, 2022
SUBJECT: Presentation of Child Fatality Team Report for 2021

SUMMARY:

The Health Department will present the 2021 Child Fatality Team Report to the Board

Pender County Health Department

...Building a healthier tomorrow...

Carolyn Moser, BSN, MPA
Health and Human Services Director

Child Fatality Prevention Team Report for 2021

(Child Deaths occurring in 2019 and 2020)

The Child Fatality Prevention Team's (CFPT) current representatives:

- 2-Health Department
- 2-DSS
- 1-Trillium
- 1-Pender County Schools
- 1-Community Representative
- 1-Pender EMS
- 1-Medical Examiner's office
- 1-Sheriff's Department
- 1-New Hanover Regional Medical Center
- 1-Guardian Ad Litem
- 1-District Court Judge

The committee met a total of three times, once in person and twice virtually in 2021. The April 2021 meeting was cancelled due to health department staff working in COVID vaccination clinics. There were no CFPT cases reported for review in the 4th quarter of 2020.

A total of five new cases were received from the state for 2020. Four cases were closed. One case remains open due to the committee requesting additional information to determine as to whether a private autopsy was conducted by the family. One case from 2019 was revisited and closed. The ages of the fatalities ranged from 3 hours old to 15 years of age.

The causes of death for the completed cases were as follows:

- Status epilepticus unspecified, multisystem organ failure due to sepsis
- Cardiac arrest related to crushing injuries sustained after being involved in a rollover motor vehicle accident and pinned underneath the vehicle.
- Pre-term previable delivery at 18 weeks and 4 days due to incompetent cervix
- Gunshot wound to the head
- Disease of the digestive system-unspecified, OPEN CASE
- Bilateral Intraventricular brain hemorrhage with diffuse subarachnoid hemorrhages

803 S. Walker St., Burgaw, NC 28425 (910) 259-1230 Fax (910) 259-1258

Dental Center (910) 259-1503 Environmental Health (910) 259-1233 WIC (910) 259-1290

Pender County Health Department

...Building a healthier tomorrow...

*Carolyn Moser, BSN, MPA
Health and Human Services Director*

Recommendations from Committee:

- Continue to provide safe sleep education
- Encourage early prenatal care
- Provide education on smoking cessation
- Provide education on car seat safety

Actions:

05/21/21 Salina Dixon and Brenda Allen participated in a CFPT webinar on “Suicide” Open Discussion

05/28/21-Conducted a Child Safety Fair along with community partners, Care manager for at risk children, Care manager for high-risk pregnancies, WIC, Smart Start, Pender County Head Start Office, Pender County Dental Office, and Trillium. Topics included parenting education on safe sleep, car seat safety, hot car safety, medication safety, gun safety, water safety, fire safety, bike safety, and child health well child checks information. Information was also given on how to select the Pender County Health Department as a medical home. Backpacks and refreshments were provided for the children.

Care Management for At-Risk Children (C-MARC) and Care Management for High-Risk Pregnancies to purchase thirteen Pack-N-Play with bassinets as part of the Safe Sleep Initiative.

Health department staff partnered with Smart Start to provide car seat safety education and car seats to parents who could not afford to purchase them on their own.

Salina Dixon-Public Health Social Worker
CFPT Review Coordinator

803 S. Walker St., Burgaw, NC 28425 (910) 259-1230 Fax (910) 259-1258

Dental Center (910) 259-1503 Environmental Health (910) 259-1233 WIC (910) 259-1290