Pender County

Agenda

Board of County Commissioners Meeting
Tuesday, September 7, 2021 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION			
3.	PLEDGE OF ALLEGIANCE			
4.	ADOPTION OF AGENDA			
5.	PUBLIC HEARING			
6.	PUBLIC INFORMATION			
	6.1.	Presentation from Tim Holloman Lower Cape Fear Water and Sewer Authority membership plaque to the Board Lower CF Water and Sewer Authority - Pdf	Holloman	5
	6.2.	Recognition of the Burgaw Dixie Youth Majors Recognition of the Burgaw Dixie Youth Majors - Pdf	Chairman Brown	7
	6.3.	Presentation of the Family Justice Center Presentation of the Family Justice Center - Pdf	Thompson	9
7.	PUBLIC COMMENT			
8.	CONSENT AGENDA			
	8.1.	Approval for Purchase Order to Axon Enterprise in the amount of $58,281.50 for year 3 lease purchase payment for Body Cameras. Axon Body camera Lease Year 3 - Pdf	Cutler	11 - 18
	8.2.	Approve a Purchase Order for Veterinarian Services to Christy Redfearn-Sheldon for $32,000 Christy Redfearn-Shelton - Pdf	Moser	19
	8.3.	Approval of Tax Releases and Refunds August 2021 Releases and Refunds - Pdf	Pound	21 - 23
	8.4.	Approval of Budget Amendment to relocate Hurricane Matthew HMGP proceeds from General Fund to Project in CIP fund BOA Matthew HMGP - Pdf	Blue	25 - 26
	8.5.	Approval of Budget Amendment to relocate insurance proceeds from General Fund to Courthouse Project in CIP fund BOA Courthouse Insurance - Pdf	Blue	27 - 28
	8.6.	Approval of Purchase Orders for Juvenile Crime Prevention Programs for FY 2021-2022; Communities in Schools $39,259 and Mt. Calvary Leadership Development $35,000	Turner	29 - 30

		Purchase Orders for Juvenile Crime Prevention Programs for FY 2021-2022; Communities in Schools $39,259 and Mt. Calvary Leadership Development $35,000 - Pdf		
	8.7.	Approval of a Purchase Order to GFL for Pender County facilities Solid Waste Disposal and Hauling Services for FY22: $60,000. GFL Contract FY22 - Pdf	Valdez	31 - 48
	8.8.	Approval of the Board of Commissioner Meeting Minutes August 16, 2021 BOCC Meeting Minutes August 16, 2021 - Pdf	Cline	49 - 62
9.	APPROVALS AND RESOLUTIONS			
	9.1.	Approval of Data Transfer Agreement with Surf City SurfCityDataTransferAgreement - Pdf	Keel	63 - 70
	9.2.	Approval of Budget Amendment and Purchase Order to accept North Carolina Department of Public Safety Swiftwater PPE grant award in the amount of $4,743.49. Swiftwater PPE grant - Pdf	Rowell	71 - 106
	9.3.	Approval of Budget Amendment for $30,000 for Penderlea Fire Department BOA Penderlea Appropriation - Pdf	Blue	107 - 109
	9.4.	Award and Approval of Contractors to Complete EWP Phase 1 Award and Approval of Contractors to Complete EWP Phase 1 - Pdf	Henley	111 - 173
	9.5.	Recommendation for Approval of Budget Amendment, Purchase Order, and Contract for Pender County Parks and Recreation Master Plan Update 2021-22 Parks and Rec Master Plan Update - Pdf	White	175 - 271
	9.6.	Request Approval to hire (2) temporary, full-time Health Educators and a temporary, full-time Social Worker II to work as COVID-19 Liaisons School Liaison and Equity - Pdf	Moser	273
10.	DISCUSSION			
	10.1.	Debris pickup options for smaller incorporated areas of the county Debris pick up options - Pdf	Batson	275 - 277
	10.2.	North Carolina Office of Recovery and Resiliency Strategic Buyout Program North Carolina Office of Recovery and Resiliency Strategic Buyout Program - Pdf	Henley	279 - 282
11.	APPOINTMENTS			
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

18. SOCIAL SERVICES BOARD

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

20. CLOSED SESSION (IF APPLICABLE).

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

22. ADJOURNMENT

Pender County Presentation

TO:	BOCC
FROM:	Nancy Avery
DATE:	
SUBJECT:	Presentation Tim Holleman Lower Cape Fear Water and Sewer Authority

Pender County
Public Information

TO:	Board of County Commissioners
FROM:	Dee Turner
DATE:	September 7, 2021
SUBJECT:	Recognition of the Burgaw Dixie Youth Majors

SUMMARY:
The Burgaw Dixie Youth Majors (ages 11-12) advanced to the World Series Tournament in Laurel, Mississippi in July 2021. The Board of Commissioners would like to recognize the Burgaw Dixie Youth Majors team and congratulate them for placing 3rd in the World Series. Thank you for representing Pender County so well.

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Det. Brandi Thompson
DATE:	September 7, 2021
SUBJECT:	Presentation of the Family Justice Center

SUMMARY:
A Family Justice Center is a multiagency, multidisciplinary service centers providing services to victims of domestic violence, sexual assault, child abuse, elder abuse, or human trafficking from one location in order to reduce the number of times victims must tell their story, reduce the number of places victims must go for help and increase access to services and support for victims and their children. A Family Justice Center utilizes and shares existing resources; not duplicating services already here in Pender County. Where families come first, and professionals come together.

ACTION REQUESTED:
Please review and consider approval to start the process.

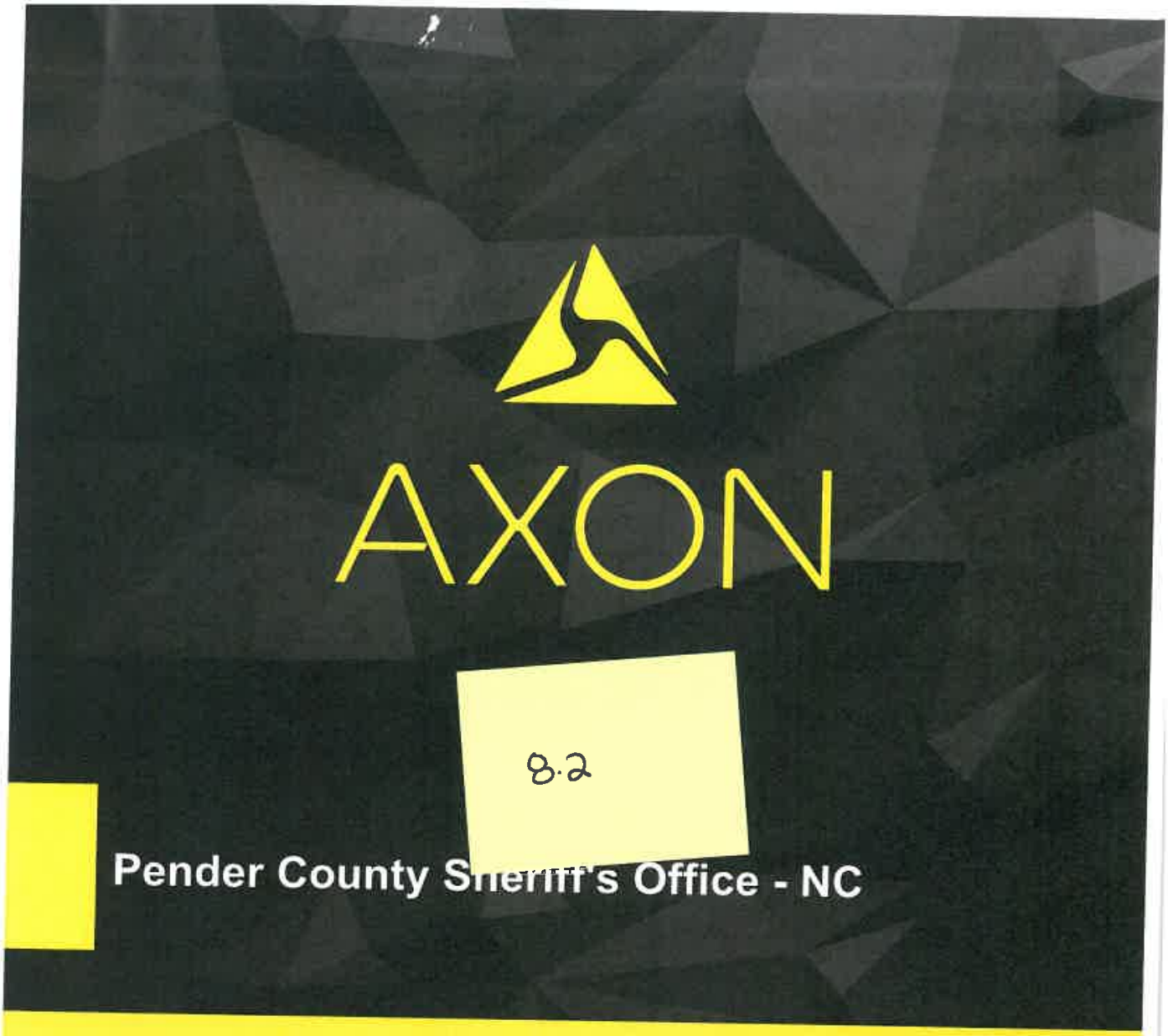
Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	September 7, 2021
SUBJECT:	Approval for Purchase Order to Axon Enterprise in the amount of $58,281.50 for year 3 lease purchase payment for Body Cameras.

SUMMARY:
The Pender County Sheriff's Office deputies use body cameras while on duty. This is yea 3 lease payment in the amount of $58,281.50. These funds will come from account 510-404500. These funds were budgeted in FY 2020-2021.
Included in the program are:

- 60 Axon Body 2 body-cams, 10 Axon six-bay Docks for body-cams and no cost body camera and dock refreshes at month 30 and month 60
- Full 5-year warranty on all hardware
- 5- Pro licenses – (for Redaction and "super users")
- 60 Basic Licenses – (officer software licenses (Evidence.com, Axon View, Axon Capture, etc.))
- 12 TB A La Carte Storage for BWC

ACTION REQUESTED:
Approval for Purchase Order to Axon Enterprise in the amount of $58,281.50 for year 2 lease purchase payment for Body Cameras.



AXON

8.2

Pender County Sheriff's Office - NC

AXON SALES REPRESENTATIVE
Andrew Seward

aseward@axon.com

ISSUED
5/2/2019

Q-210643-43587.724AS
1

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-210643-43587.724AS

Issued: 05/02/2019

Quote Expiration: 06/28/2019

Account Number: 187670

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SHIP TO
Eric Wallen
Pender County Sheriff's Office - NC
605 E FREEMONT ST
BURGAW, NC 28425
US

BILL TO
Pender County Sheriff's Office - NC
PO BOX 1449
BURGAW, NC 28425
US

SALES REPRESENTATIVE
Andrew Seward
Phone:
Email: aseward@axon.com
Fax:

PRIMARY CONTACT
Eric Wallen
Phone: (910) 259-1212
Email: eric.wallen@pendersheriff.com

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	60	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	298.00	1,490.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	60	499.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	60	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	60	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	60	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	10	1,495.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	80	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
70112	AXON SIGNAL UNIT	25	279.00	0.00	0.00
Other					
75000	SIGNAL SIDEARM ADHESIVE MOUNT	40	249.00	0.00	0.00
75001	SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	40	0.00	0.00	0.00
Services					
85144	AXON STARTER	1	2,750.00	2,750.00	2,750.00
80134	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	1	2,000.00	2,000.00	2,000.00
				Subtotal	24,000.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	24,000.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	10	336.00	336.00	3,360.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	60	180.00	414.35	24,861.00
85110	EVIDENCE.COM INCLUDED STORAGE	600	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	5	468.00	468.10	2,340.50
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	60	240.00	240.00	14,400.00
85035	EVIDENCE.COM STORAGE	12,000	0.75	0.75	9,000.00
				Subtotal	53,961.50
				Estimated Tax	0.00
				Total	53,961.50

Grand Total	**239,846.00**

AXON

Discounts (USD)

Quote Expiration: 06/28/2019

List Amount	266,495.00
Discounts	26,649.00
Total	**239,846.00**

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	24,000.00
Spares	0.00
Year 2	53,961.50
Year 3	53,961.50
Year 4	53,961.50
Year 5	53,961.50
Grand Total	**239,846.00**

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: 6/17/19 **Date:**

Name (Print): George R. Brown **Title:** Chairman

PO# (Or write N/A):

Please sign and email to Andrew Seward at aseward@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-210643-43587.724AS

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Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	September 7, 2021
SUBJECT:	Approve a Purchase Order for Veterinarian Services to Christy Redfearn-Sheldon for $32,000

SUMMARY:
The Health Department is requesting a purchase order for Christy Redfearn-Shelton for veterinarian services at the Pender County Animal Shelter. She was awarded the bid under RFP#210726 as per procurement guidelines.

11-900056-404500 $32,000

ACTION REQUESTED:
To Approve a purchase order for contract veterinarian services to Christy Redfearn-Shelton in the amount of $32,000

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	September 7, 2021
SUBJECT:	Approval of Tax Releases and Refunds

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

ACTION REQUESTED:
Staff requests that the board approves the attached list of releases and refunds for August 2021.

Pender County

Request For Board Action

DATE OF MEETING: September 7, 2021

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

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BULLARD, WALTER DAVID	298100620	134.88	SOLD
2020	FRITZ, JEFFREY WILLIAM	223169328	155.40	SOLD
2020	HARTS, LARRY EDWARD	224045217	210.90	SOLD
2020	HAYES, BRET ALLEN	223575354	134.48	DESTROYED
2020	HENSON, JOHNNY RAY	222455151	442.99	SOLD
2020	JACKSON, JANNIE MARIE	297256744	181.85	SITUS
2021	LEONARD, TRAVIS	297559692	105.08	ADJSTD VALUE
2020	LIMONCELLI, MASSIMO	222942498	242.51	LISTING CRCT
2020	PEPITONE, THOMAS RUSSELL	222455145	105.00	SOLD
2020	REINOEHL, GEORGE CHARLES	298446408	172.34	LISTING CRCT
2020	SCHEETZ, DANA SCOTT	223170087	165.98	SOLD
2020	SHARPLESS, JAMES EDWARD	223834926	140.01	SOLD
2020	SHELTON, ANGELIA ROSE	223939254	170.72	SOLD
2015	SMITH, JASON ALLAN	223722438	428.49	MLTRY EXEMPT
2021	TINNEY PAINTING INC	298726900	267.29	SITUS
TOTAL REFUNDS OVER $100			$3,057.92	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BORDWINE, CLYDE WILLIAM	223471356	29.72	SOLD
2020	BURCH, JAMES KEITH	223470753	93.52	OUT OF STATE
2020	BYRD, CHRISTINA EUGENEIA	222734232	67.76	SOLD
2020	COLLINS, ROBERT WILLIAM	297961436	7.05	SOLD
2020	ENNIS TRUCKING & LANDSCAP	223372047	10.09	SOLD
2020	ESCOBAR, ROBIN DONALDO	223372581	90.42	MLTRY EXEMPT
2020	EVELAND, LISA ANN	222455322	59.18	OUT OF STATE
2020	FALK, GREGORY SCOTT	224852904	21.36	SOLD
2020	GRAMLICH, CHRISTOPHER	223273989	15.73	SOLD
2020	KRON, RONNIE	224852889	52.25	SOLD
2021	LEONARD, TRAVIS	297559708	25.87	SITUS
2020	LEONARD, TRAVIS	297559748	4.17	SITUS
2020	LOWTHER, RYAN	299251724	9.89	SITUS
2019	RABER, WILLIAM GLENMORE JR	222577851	10.48	SOLD
2020	REYES, TONYA LYNN	298864572	41.93	SITUS
2020	SMITH, ALEXIS	297122960	46.71	SITUS
2020	SPIVEY, DEBORAH MUSSER	223721832	25.83	OUT OF STATE
2020	STUHRCKE, LAURIE	224311059	73.34	SOLD
2020	SYKES, LAMEKA NICOLE	298296268	61.50	SITUS
2020	VALDEZ, ANTHONY CHRISTOPHER	224148606	12.82	MLTRY EXEMPT
2020	VALDEZ, ANTHONY CHRISTOPHER	224148609	2.36	MLTRY EXEMPT

TOTAL REFUNDS UNDER $100 $761.98

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $3,819.90

Pender County
Approval of Budget Amendment to relocate Hurricane Matthew HMGP proceeds from General Fund to Project in CIP fund

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 7, 2021
SUBJECT:	Approval of Budget Amendment to relocate Hurricane Matthew HMGP proceeds from General Fund to Project in CIP fund

SUMMARY:
As the final items come through for wrapping up the Hurricane Matthew HMGP project, we are wrapping up the final accounting to prepare to close this project on our books. This budget amendment is to relocate Hurricane Matthew HMGP proceeds in the amount of $83,513.85 from General Fund to the Courthouse Project fund to finish closing it out.

ACTION REQUESTED:
Approval of budget amendment as presented.

Thursday, July 29, 2021

Pender County Budget Ordinance Amendment

Date Wednesday, July 28, 2021

Board Meeting Date (If Applicable) Monday, August 16, 2021

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 440 - FINANCE OFFICE

Purpose of Request
State HMGP Hurricane Matthew Acquisition funds were received in April 2020 and deposited to incorrect revenue code. This BOA is needed to move funds from General Fund to the Project Fund.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	Gen Fund Bal Appropriated	83513.85
2	60-397010-6463	Transfer from Fund 10 (GF)	83513.85
3	60-348817-6463	State Acquisition	-83513.85
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-490001	Transf of Proj Rev in Gen Fund	83513.85
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 83513.85 **Total Expenditures** 83513.85

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

Pender County
Approval of Budget Amendment to relocate insurance proceeds from General Fund to Courthouse Project in CIP fund

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 7, 2021
SUBJECT:	Approval of Budget Amendment to relocate insurance proceeds from General Fund to Courthouse Project in CIP fund

SUMMARY:
As the final items come through for wrapping up the Courthouse project, we are wrapping up the final accounting to prepare to close this project on our books. This budget amendment is to relocate insurance proceeds in the amount of $656,060.93 from General Fund to the Courthouse Project fund to finish closing it out.

ACTION REQUESTED:
Approval of budget amendment as presented.

Monday, August 23, 2021

Pender County Budget Ordinance Amendment

Date Tuesday, September 7, 2021

Board Meeting Date (If Applicable) Tuesday, September 7, 2021

Fiscal Year FY 2021-2022

Fund 60 - CIP

Department 660 - NON-DEPARTMENTAL

Purpose of Request
To transfer Courthouse insurance proceeds to the Courthouse project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-399000	General Fund Balance Appropriated	656,060.93
2	60-320017-6501	Insurance/Prop Loss	-656,060.93
3	60-397000-6501	Contribution from GF	656,060.93
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	695-490001	Trans of Proj Rev in GF	656,060.93
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 656060.93

Total Expenditures 656060.93

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County
Approval of Purchase Orders for Pender County Juvenile Crime Prevention Council's Programs

TO:	Board of County Commissioners
FROM:	Dee Turner
DATE:	September 7, 2021
SUBJECT:	Approval of Purchase Orders for Juvenile Crime Prevention Programs for FY 2021-2022; Communities in Schools $39,259 and Mt. Calvary Leadership Development $35,000

SUMMARY:
The Board of County Commissioners approved the funding recommendations of the Pender County Juvenile Crime Prevention Council on May 3, 2021. These recommendations were included in the Pender County Budget for FY 2021-2022, which was approved on June 7, 2021. Two of the programs meet the criteria for Board of County Commissioner purchase order approval. The vendors and programs are as follows:

Communities in Schools-Teen Court and Community Service/Restitution $39,259
Mt. Calvary Leadership Development-Customized Youth Development Training $35,000

ACTION REQUESTED:
Approval of Purchase Orders for Juvenile Crime Prevention Programs for FY 2021-2022; Communities in Schools $39,259 and Mt. Calvary Leadership Development $35,000

Pender County
NC DPS - Community Programs - County Funding Plan

Available Funds: $ $153,959 Local Match: $ $49,464 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	Administration	$6,700						$6,700	
2	Psychological Services	$58,000			$30,237			$88,237	34%
3	Customized Youth Development Training	$35,000			$3,500			$38,500	9%
4	Systematic Training for Effective Parenting (STEP)	$15,000			$6,935			$21,935	32%
5	Communities in Schools	$39,259			$8,792			$48,051	18%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$153,959			$49,464			$203,423	24%

The above plan was derived through a planning process by the Pender County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-2022.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____ Area Consultant _____ Date

Reviewed by _____ Program Assistant _____ Date

Verified by _____ Designated State Office Staff _____ Date

Lee Turner 5/3/21
Chairperson, Juvenile Crime Prevention Council (Date)

George R. Moore
Chairperson, Board of County Commissioners or County Finance Officer (Date)

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Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Ben Valdez
DATE:	September 7, 2021
SUBJECT:	Approval of a Purchase Order to GFL for Pender County facilities Solid Waste Disposal and Hauling Services for FY22: $60,000.

SUMMARY:
Effective January 1, 2018 Pender County entered into a new Solid Waste and Recycling Management Agreement with Waste Industries (now known as GFL-Green For Life) to provide waste management, hauling, and disposal of solid waste, construction/demolition waste, and recycling at county owned/managed facilities. The contract remains in effect for an initial 5-year term and a recently approved one-year extension for an expiration date of June 30, 2024, and upon mutual agreement, may be extended for an additional 5-year term.

Funds have been budgeted for this expenditure. This purchase order request should cover the full FY22 fiscal year for waste management services. Account 500-407500 will fund this PO.

ACTION REQUESTED:
Approve annual purchase order in the amount of $60,000 to GFL for solid waste disposal and hauling services for FY22.

ATTACHMENTS:
Contract with GFL (Waste Industries)
One-year extension (unsigned-in the process of being executed)

SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

This **SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT** (this "Agreement") is made and entered into this 1st day of January, 2018 by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company (the "Company"), and PENDER COUNTY, NORTH CAROLINA, a North Carolina body politic and corporate (the "County").

RECITALS

A. The County desires to ensure the economical and environmentally sound collection of Acceptable Solid Waste and Recyclables (as defined herein) and for the ultimate disposal of such Acceptable Solid Waste at a sanitary landfill and ultimate processing of Recyclables at a reputable Processer through this Agreement.

B. The Company is in the business of collecting of solid waste and recyclables and the disposal of solid waste.

C. The County desires to engage the Company for provision of services related to its transfer station, convenience centers, government locations and schools, and the Company desires to provide such services, all as further set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. As used herein, the following terms shall have the following meanings:

a. "Acceptable Solid Waste" means all solid waste accepted at the County Convenience Sites from individual residents of the County, government locations and schools which is acceptable for disposal at the Disposal Facility, including Household Waste, but specifically excluding Unacceptable Waste.

b. "Agreement" means this Solid Waste and Recycling Management Agreement, as it may hereafter be amended.

c. "Applicable Law" means all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

d. "County Convenience Sites" means the convenience centers owned by the County for receipt of Acceptable Household Waste and Recyclables from County residents and further identified on Attachment A.

e. "Disposal/Processing Facility" means the current locations of Sampson County Disposal Landfill located in Roseboro, NC, Sonoco Recycling Center in Wilmington, NC and/or Pender County Transfer in Hampstead, NC. In the event such facility becomes unavailable for any reason, "Disposal/Processing Facility" will mean an alternate disposal site, transfer station or recycling processor selected by the Company, which facility is, to the Company's knowledge, in compliance with all Applicable Laws. A change in Disposal/Processing Facility may or may not adjust the cost per haul or cost per ton. Also includes any facility for specific materials (recycling or otherwise) as directed by County that the Company can haul with existing certifications and equipment.

f. "Household Waste" means solid waste that is regularly generated or produced by the occupants of a residential dwelling unit during the course of daily activities or in the course of using the dwelling for a residential purpose, including, but not limited to, food scraps, cardboard, bottles, drink cans, paper, wrappings, clothing, furniture and books. Household Waste shall not include Unacceptable Solid Waste.

g. "Initial Term" has the meaning set forth in Section 2.

h. "Recyclables" means empty aluminum and bi-metal beverage cans; empty clear, green or brown glass bottles and food jars; empty plastic containers that pour with a neck smaller than the base of the bottle; (does not include motor oil or pesticide); newsprint and inserts; Mixed paper (copy paper, notebook paper, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over ¼ inch thick), corrugated cardboard and other items deemed now or at a later date to be recyclable This list may be amended or updated from time to time; based on the market and demand for such materials and/ or the impact on transportation and processing costs. Currently there is no processing charge for this list of recyclables. If in the future, Sonoco begins charging a processing fee for this list of materials and or changes list of materials, Company will present County with all options/choices for materials to be recycled and processors used to result in best financial choice for County. Any processing fee charged will be billed at actual cost. Documentation will be provided for any processing fees.

i. "Renewal Term" has the meaning set forth in Section 2.

j. "Services" has the meaning set forth in Section 4.

k. "Term" has the meaning set forth in Section 2.

l. "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as

defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the Disposal Facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, dead animals, animal parts, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended;

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Disposal Facility or because of its size, durability or composition cannot be managed or disposed of at the Disposal Facility or has a reasonable possibility of otherwise adversely affecting the operation of the Disposal Facility outside the normal usage expected for the facility; and

(iv) without limiting the foregoing, any other wastes that require special handling or approval from any environmental authority or agency, liquid waste and medical waste.

m. "White Goods" means any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.

2. Term. This Agreement shall be effective for a period beginning on xxxx, 2018 and ending on June 30, 2023 (the "Initial Term"). The parties may mutually agree to extend this Agreement thereafter for additional five year renewal terms (each a "Renewal Term", and together with the Initial Term, the "Term") by mutual agreement of the parties expressed in writing prior to the conclusion of any then current five year term.

3. Insurance. The Company shall at all times during the Term maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Company will name the County as an additional insured for purposes of this contract. The Company agrees to furnish the County with Certificates of Insurance or other evidence reasonably satisfactory to the County to evidence that such insurance has been procured and is in force. Such certificates will contain a provision that the policies will not be cancelled

without providing the County with 30 days' written notice. Insurance coverages will be in at least the following amounts:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$3,000,000 each occurrence

4. Services.

(a) The County hereby grants to the Company the exclusive right to provide services at the County Convenience Sites as listed on Attachment A; Transfer Station on Attachment B; and Schools on Attachment C; and Government Buildings on Attachment D. Company will meet with County on a yearly basis to discuss service, equipment and issues that may financially benefit the Company and/or improve customer service to its citizens.

(b) The Company will assign qualified personnel in connection with provision of all Services,. All Company employees providing the services will wear appropriate uniforms that display the name of the Company and identify the individual as an employee of the Company. Each employee will carry a valid operator's license for the type of vehicle such employee is required to operate. All Company employees will receive appropriate operation and safety training.

(c) All waste being transported by the Company will be so contained that leaking, spilling or blowing of the contents from the vehicle or container is prevented. In the event of spillage from a Company vehicle, the Company shall immediately clean up the litter.

(d) The Company will not be required to collect or transport any waste other than Acceptable Solid Waste and Recyclables; provided that the Company will promptly notify the County of any hazardous or otherwise unacceptable waste.

5. Rates; Payment.

(a) By the 15th day of each calendar month, the County will pay the Company the monthly fees calculated as set forth in Attachments A-D attached hereto, adjusted as set forth in Section 5(b) and 5(c) below.

(b) The fees shall be increased on an annual basis on the first day of July of each year of the term beginning July 1, 2019 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for the Month of December.

(c) Additional adjustments to rates will be requested and not unreasonably withheld, due to increases in cost due to taxes, fees, and surcharges required or imposed solely by federal, state or local law, regulation, rule, permit or permit condition that was not imposed directly because of the action or inaction of the Company. Documentation will be provided to support any request for adjustment.

6. Company Covenants.

(a) The Company will perform the Services in a fair and efficient manner and in compliance with all applicable laws.

(b) The Company will be responsible for obtaining and maintaining all permits or licenses require for the operation of its business in the County and the State of North Carolina.

(c) The Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age or ancestry.

7. Company Breach. In the event the County reasonably determines that the Company is in breach of any of its obligations hereunder, the County may send written notice of such breach to the Company. The Company will have thirty (30) days within which to cure such breach or, if the breach will take longer than thirty (30) days to cure, to implement reasonable measures to cure such breach. If the breach is not cured within such period (or if reasonable measures to cure have not been undertaken), the County may terminate this Agreement and retain all remedies available at law or in equity. In the alternative, if the Company reasonably objects to the claim of breach, the Company will respond in writing to the County within fifteen (15) days of receipt of the notice of breach with its justification for objection. The parties will work in good faith to resolve such dispute within thirty (30) days thereafter.

8. Assignment. No assignment by the Company will be binding upon the County, unless such assignment has had prior written approval and consent of the County. However, Company may assign this Agreement to an affiliate of Company without the prior approval of County.

9. Reports. Company will submit monthly project reports, including year –to-date information for the length of the contract period. Reports shall be submitted to Solid Waste Superintendent by the 10th of each month. The Company will provide an annual year-end report to the department in August of each year for contract year July 1 through June 30. Information in all reports will be mutually agreed upon by both County and Company.

10. Severability. If any provision of this contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force.

11. Notice. A letter addressed and sent by certified United States mail return receipt requested to either party at its business address specified below, shall be sufficient notice whenever required for any purpose in this contract.

If to Company, to:

Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Ted Habets
Fax: (919) 325-3000

If to County, to:

Pender County
805 South Walker Street
Burgaw, NC 28425
Attn: County Manager

12. Indemnification. The Company will indemnify and hold the County and all of its agents and employees from and against any and all claims, losses, damages, injuries, costs (including court costs and reasonable attorneys' fees), charges, liabilities or exposure (collectively, "Losses"), however caused, resulting from, arising out of or in any way connected with a willful or negligent act or omission of the Company, its officers, agents, and servants in its or their performance under this Agreement or the non-performance of the terms or the Company's obligations under this Agreement; provided, however, that the Company will not be liable for any Losses to the extent caused, resulting from or arising out of a willful or negligent act or omission of the County, its officers, council persons, agents, servants, and employees.

13. Grant or Right. The Company will be the only person or entity authorized by the County to provide the services set forth in this Agreement within the County.

14. Force Majeure. The parties shall not be liable for failure to perform under this Agreement (other than failure to pay any amounts due hereunder) if that failure arises out of causes beyond the control and without the fault or negligence of the party relying thereon. Such causes may include, but not be limited to, acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of the party relying thereon.

15. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

(b) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) Independent Contractor. The Company is an independent contractor and nothing contained in this Agreement shall constitute or designate the Company, any of its agents or employees as agents or employees of the County.

(d) Amendments. This Agreement may only be amended in writing and executed by both parties hereto.

(Signatures on next page)

IN WITNESS WHEREOF, this **SOLID WASTE and RECYCLING MANAGEMENT** Agreement is made and entered into as of the date first set forth above.

WASTE INDUSTRIES, LLC

Ted Hobbs — Region Vice President
SIGNATURE — TITLE

Norma Yanez — Government Contracts Mgr
ATTEST — TITLE

PENDER COUNTY GOVERNMENT

COUNTY AUTHORIZED REPRESENTATIVE

ATTEST BY COUNTY CLERK:

COUNTY CLERK — COUNTY SEAL

County Clerk attests this 20 day February of 2018.

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

By: Katherine C. Brafford
County Finance Officer

Attachment A
Pender County Convenient Sites

Pender County Sites, staffing, equipment and haul rates are listed below. At each site, Company will supply an office shed with HVAC and telephone service, electrical service, gate locks, water and port-o-john service. Staff will be provided hand tools, gloves and any safety apparatus necessary to perform their duties. County provides site maintenance including mowing, trimming, snow removal and grading. County and Company will mutually agree upon pricing for any changes in site locations, hours open, staffing or equipment and/or any added or deleted sites.

Company will provide full time supervisor as point of contact between Company and County. The supervisor will be in charge of attendants, resolve complaints, make field decisions in regards to operational issues and communicate County policy decisions to Company and attendants for implementation.

Montague- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery trash compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

White Stocking- open Monday, Wednesday- Saturday 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery trash compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee- $4,047

Canetuck- open Wednesday 7am-1pm, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container, 6-8 cubic yard Front End Dumpsters- emptied 1 x week for trash
Monthly Fee- $3,208

Surf City- open Sunday 2pm-7pm, Monday 11am-7pm, Saturday 8am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers
Monthly Fee-$1,990

Hampstead- open Sunday 1pm-7pm, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday-7am—7pm
Monthly Fee includes 2 site attendants during hours open, 2 stationery compactors,2 self-contained compactors, 2-40 cubic yard compactor receiving containers, 2-40 cubic yard co-mingled closed recycle container, 3-30 cubic yard containers-
Monthly Fee- $11,694

Rocky Point- open Monday, Tuesday, Thursday, Friday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 3 stationery compactors, 2-precrushers, 11 compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 7-30 cubic yard containers-
Monthly Fee- $12,002

Burgaw- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 2 site attendants during hours open, 1 stationery compactor, 1 precrusher, 4-40 cubic yard compactor receiving container,1-40 cubic yard co-mingled closed recycle container, 5-30 cubic yard containers-
Monthly Fee- $5,624

Maple Hill- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendant during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 1-30 cubic yard container-
Monthly Fee-$3,962

Shiloh- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 1 40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Willard- open Monday, Wednesday, Friday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving container, 2-40 cubic yard co-mingled closed recycle container, 4-30 cubic yard containers-
Monthly Fee-$4,931

Calico Bay- open Monday, Wednesday, Saturday- 7am-7pm
Monthly Fee includes 1 site attendants during hours open, 1 stationery compactor,1-40 cubic yard compactor receiving container, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,047

Atkinson- open Tuesday, Thursday, Saturday- 7am-7pm
Monthly fee includes 1 site attendants during hours open, 1 stationery compactor, 2-40 cubic yard compactor receiving containers, 1-40 cubic yard co-mingled closed recycle container, 2-30 cubic yard containers-
Monthly Fee- $4,171

Any Additional Containers:
30 cubic yard open top- $85.00 per month
40 cubic yard open top-$90.00 per month
40 cubic yard closed container-$100.00 per month

Roll Off Haul Rates

Location	Pender County Transfer Stn 312 Transfer Stn Rd, Hampstead	Sampson County Landfill 7434 Roseboro Hwy, Roseboro	Sonoco Recycling 3002 US 421, Wilmington	Horton Iron & Metal 2216 US 421, Wilmington
ATKINSON	$278.00	$340.00	$202.00	$202.00
BURGAW	$264.00	$349.00	$225.00	$198.00
CALICO BAY	$226.00	$328.00	$194.00	$200.00
CANETUCK	$272.00	$364.00	$194.00	
HAMPSTEAD	$89.00	$388.00	$237.00	$205.00
MAPLE HILL	$257.00	$362.00	$264.00	$264.00
MONTAGUE	$254.00	$354.00	$175.00	$185.00
PENDER TRANSFER STN	$84.00	$330.00		$224.00
ROCKY POINT	$216.00	$360.00	$222.00	$190.00
SHILOH	$268.00	$300.00	$198.00	$210.00
SURF CITY	$187.00	$398.00	$232.00	$232.00
WHITE STOCKING	$232.00	$342.00	$205.00	$205.00
WILLARD	$289.00	$315.00	$220.00	$215.00

Attachment B
Pender County Transfer Station

Company will provide two workers- to operate transfer station to include loading of trailers and tamping of the construction and demolition containers. Staff will have all necessary state certifications. Company will provide office including telephone and electricity. Company will provide two backhoes, a switch tractor for trailers and roll-off truck to switch loaded construction containers.
County will provide all maintenance and access to transfer station facilities including but not limited to the bulkhead, tire trailer, transfer station building, scales and sewage treatment plant.
Company will provide and haul trailers full of acceptable solid waste from transfer station to Sampson County Disposal Landfill in Roseboro, North Carolina.
Transfer Station open Monday, Tuesday, Wednesday, Thursday, Friday and Saturday from 8 am until 4:30 pm.

Staffing and equipment to operate Transfer Station- $13,796 per month
Transportation and Disposal for MSW received at Pender Transfer (tractor trailer) - $62.20 per ton
Construction and Demolition delivered to Sampson County Disposal - $31.27 per ton (does not include haul)

Attachment C

Ponder County Schools & Pender Convenience Site

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County High School	4	8cy	3x/week	trash	$1,907.93
	10	95gal	1x/week	recycle	$240.00
Burgaw Elementary	1	8cy	3x/week	trash	$537.29
	1	6cy	3x/week	trash	$447.25
	10	95gal	1x/week	recycle	$240.00
Rocky Point Primary School	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
South Topsail Elementary	2	6cy	3x/week	trash	$814.10
	10	95gal	1x/week	recycle	$240.00
Topsail Middle	2	8cy	3x/week	trash	$994.17
	1	6cy	3x/week	trash	$447.25
	4	95gal	1x/week	recycle	$96.00
Topsail High School	4	8cy	3x/week	trash	$1,907.93
	1	6cy	1x/week	trash	$164.42
	10	95gal	1x/week	recycle	$240.00
North Topsail Elementary	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Topsail Elementary	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
West Pender Middle	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00
Burgaw Middle	1	8cy	3x/week	trash	$537.29
	2	4cy	3x/week	trash	$632.39
	4	95gal	1x/week	recycle	$96.00
Penderlea School	3	8cy	2x/week	trash	$992.60
	4	95gal	1x/week	recycle	$96.00
Malpass Corner School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Heide Trask High School	3	8cy	3x/week	trash	$1,451.05
	8	95gal	1x/week	recycle	$192.00
Cape Fear Middle School	2	8cy	3x/week	trash	$994.17
	8	95gal	1x/week	recycle	$192.00
Cape Fear Elem School	2	8cy	3x/week	trash	$994.17
	4	95gal	1x/week	recycle	$96.00

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender Learning Center	1	8cy	1x/week	trash	$195.92
	2	95gal	1x/week	recycle	$48.00
Pender Bus Garage	1	8cy	2x/week	trash	$366.60
	1	8cy	1x/week	cardboard	$90.00
	4	95gal	1x/week	recycle	$96.00

Extra Dump charges			Each
	2cy	trash	$60.00
	4cy	trash	$65.00
	6cy	trash	$75.00
	8cy	trash	$85.00
	8cy	cardboard	$50.00

Attachment D

Pender County Government Locations

Location	Qty	Can Size	Svc Frequency	Material	Rate/Month
Pender County DSS	1	8cy	1x/week	trash	$195.92
Pender County Administration	2	8cy	3x/week	trash	$994.17
Pender County Maintenance Garage	1	4cy	1x/week	trash	$132.11
	4	95gal	1x/week	recycle	$96.00
	1	8cy	1x/week	cardboard	$90.00
Pender County Jail	1	8cy	3x/week	trash	$537.29
Pender County Jail Kitchen	1	6cy	2x/week	trash	$305.84
Pender Memorial Park	2	8cy	1x/week	trash	$365.03
Pender County Housing	1	6cy	1x/week	trash	$164.42
Pender County Parks and Rec	1	8cy	2x/week	trash	$366.60
	4	95gal	1x/week	recycle	$96.00
Pender County Animal Control	1	4cy	2x/week	trash	$244.25
Pender County Surface Water Plant	1	2cy	1x/week	trash	$99.81
Pender County Utility Field Office	1	2cy	1x/week	trash	$99.81
Hampstead Annex	1	6cy	1x/week	trash	$164.42
Pender County WWTP	3	2cy	On-call	container rent	$75.00
Pender County Shooting Range	1	2cy	1x/week	trash	$99.81
Sloop Point Boat Landing	4	96gal	1x/week	trash	$80.00

Extra Dump charges			Each
2cy	trash		$60.00
4cy	trash		$65.00
6cy	trash		$75.00
8cy	trash		$85.00
8cy	cardboard		$50.00

Alternate Pricing					
Sloop Point Boat Landing	4	96gal	2x/week	trash	$160.00

STATE OF NORTH CAROLINA

PENDER COUNTY

FIRST AMENDMENT AND EXTENSION OF
SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION OF SOLID WASTE and RECYCLING MANAGEMENT AGREEMENT (this "Amendment") is made and entered into this ___ day of _____, 2021, by and between WASTE INDUSTRIES, LLC, a North Carolina limited liability company, dba GFL Environmental ("WI") and PENDER COUNTY, body politic and corporate of the State of North Carolina (the "County").

RECITALS

A. The County and Waste Industries, LLC dba GFL Environmental are parties to a Solid Waste and Recycling Management Agreement dated January 1, 2018 (the "Agreement").

B. The parties desire to extend the term of the Agreement and to make certain other changes as set forth herein

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2. is hereby amended to extend agreement for one (1) additional year to June 30, 2024.
2. In consideration for the one year extension, Section 5.b of the Agreement is hereby amended by **not** increasing contract rates for budget year July 1, 2021 through June 30, 2022 to reflect the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash Index, Garbage and Trash Sub-Index for Month of December or 4.4%.
3. Except as specifically modified herein, the Agreement shall remain in full force and effect as written. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this First Amendment and Extension of Solid Waste and Recycling Management Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

WASTE INDUSTRIES, LLC

BY:_____
Ted Habets, Regional VP

ATTEST:

_____

DATE:_____

PENDER COUNTY

BY:_____

ATTEST:

_____

DATE:_____

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

_____
County Finance Officer

Pender County
Board of Commissioner Meeting Minutes
August 16, 2021

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	September 7, 2021
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes August 16, 2021

SUMMARY:
The Board of County Commissioner minutes from meeting date August 16, 2021 are attached and ready to view for approval.

ACTION REQUESTED:
Adoption of minutes

MINUTES
Board of County Commissioners Meeting
Monday, August 16, 2021 4:00 PM
Pender County Public Assembly Room

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

MEMBERS ABSENT:

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

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

2 INVOCATION
Commissioner McCoy offered the invocation.

3 ADOPTION OF AGENDA
Moved by David Williams, seconded by David Piepmeyer.

3.1 Oath of Office for the newly hired Clerk to the Board of County Commissioners, Tera Cline

4 PUBLIC INFORMATION

4.1 Presentation of FY2020 Audit Report

Meg Blue, Director of Finance for Pender County introduced Robert Bittner, PBMares. Mr. Bittner gave an brief overview of what PBMares company does and what changes were made from the previous company, RSM Morehead City and New Bern. He stated what is included in the packet. He stated at the end of June 2020 Pender County had approximately 30 different funds to include the General Fund, individual Capital Projects, and Special Revenue Funds, Enterprise, Internal Service Funds and Agency Funds, etc. Mr. Bittner presented the financial results for the year ended June 30, 2020 to include General fund revenue overview, tax rate comparison. He reviewed the expenditure report included in the presentation as well. While presenting the General Fund Balance sheet Mr. Bittner explained the largest amounts include the unassigned amount and the Stabilization by State Statute. Commissioner Piepmeyer stated that he believed the stabilization was to make sure we are not using the fund balance for daily operations and asked if that was not the purpose of the stabilization amount. Mr. Bittner responded to Commissioner Piepmeyer stating that it is not entirely the premise behind the state statue. He stated it was a simple calculation that you can not appropriate more expenditures than you have cash and liquid assets on hand. Commissioner Williams followed up with his statement that the county has always gone above and beyond the minimum due to being in hurricane territory. Chad McEwen, Manager, stated that the General Fund Net percentage of Expenditures does not reflect the 8 million dollars received from FEMA. Mr. Bittner explained to the board what Unmodified Opinion and Qualified Opinion is as stated in his presentation. He in regards to the compliance section they determined all unmodified opinion on all major federal and state programs other than Medicaid Cluster. There was a qualified opinion on the Medicaid Cluster stating the county did not comply with eligibility requirements, which are, in our opinion, considered necessary to comply with the requirements applicable to that program. Commissioner Piepmeyer stated the county has had this issue before and he wanted clarification in the eligibility process. Commissioner Piepmeyer stated the county keeps getting hit on this problem and would like a suggestion as to how to fix it. Robert Bittman explained that this qualified opinion finding is considered a lag finding and explained why. Financial statement findings were 2020-001 Material noncompliance and material weakness in internal control-Budget Violation and 2020-002 Material weakness in internal control-Year end Closeout. Commissioner Newton asked what funds the noncompliance were from. Mr. Bittman explain it is located on page 46 of the financial statements. Federal Award Findings were as follows, 2020-003 Noncompliance and material weakness in internal control over compliance-Medical Cluster. The State Award findings were as follows 2020-004 Noncompliance and material weakness in internal control over compliance -Medical Cluster. Mr. Bittman closed

with some information on upcoming changes and expectations from ONB and LGC.

5 PUBLIC COMMENT

There were no sign ups for public comment.

6 PLEDGE OF ALLEGIANCE

Commissioner Newton led the Pledge of Allegiance.

7 CONSENT AGENDA

7.1 Approval to carry over Purchase Order for Atlantic Emergency Solutions in the amount of $3,559.84

7.2 Approval of a Purchase Order for Dental Services in the amount of $195,000

7.3 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $115,000

7.4 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $91,003

7.5 Approval of Increase of Purchase Order to Ingram Library Services: $63,300

7.6 Approval of Budget Amendment and Purchase Order for pass-through One NC Fund Grant to Polyhose for $75,000

7.7 Approval of minutes

7.8 Commissioner Newton requested removal of item 7.2.

Moved by David Williams, seconded by David Piepmeyer

Commissioner Williams made a motion approving the consent agenda as amended removing item 7.2, seconded by David Piepmeyer.

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

CARRIED.

7.9 Motion to approve consent agenda as presented.

Commissioner Newton requested a discussion on item 7.2. Commissioner Newton asked Mrs. Moser, Director of Health Department, In terms of the health department professionals, do we contract for doctors and other professional personal? Mrs. Moser explained that yes the county has several contracts and the dentist on the mobile dental unit has been a contract person. Commissioner Newton asked Mrs. Moser what the liability issues are with having a professional health care provider contract employee becoming a Pender County employee. Mrs. Moser stated we already cover their liability insurance and at no extra cost to the county. It covers all employees under malpractice insurance. 40% to 45% increase in cost for benefits etc. if the health care professional is added to Pender County payroll. Clarification was made.

Moved by David Williams, seconded by David Piepmeyer

Motion to approve consent agenda item 7.2

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

CARRIED.

8 APPROVALS AND RESOLUTIONS

8.1 Approval of a Purchase Order to Piedmont Truck Center of Greensboro for $80,305.90 for the purchase of a Ford F-350 truck equipped with crane.

This vehicle is to replace the current 2011 Crane truck which has a lot of miles on it and parts are no longer available for the crane on the truck. Piedmont Truck had the best quote out of the 5 quotes received. Mr. Colon confirmed that the county will be added to a list to trucks being manufactured. Mr. Colon also recommended that the current truck be reassigned to the water and treatment plant.

Moved by David Piepmeyer, seconded by David Williams

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.

8.2 Approval of Purchase Order South Data Mailing Print Vendor

Mr. Pound, Director of Tax, requested approval of PO for mailing vendor.

Moved by David Piepmeyer, seconded by David Williams

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.

8.3 Approval of a Purchase Order to Fairway Ford for the Purchase of Four Vehicles in the amount of $98,972

Wes Stewart, Director of DSS, requesting purchase order to purchase 4 new vehicles to replace 4 existing vehicles. Commissioner Newton asked if the purchase price was inclusive to trade in's and what are we doing with the old vehicles? Mr. Stewart stated he does not do trade ins or can be offered to other departments but states several of these vehicles are mechanically unsound to refurbish to another department. Chad McEwen, County Manager, stated that the need for reliable vehicles are a need for DSS due to being on the road after hours etc. If the vehicles are mechanically sound and there is a need in another

department for them they will go there if not they will be auctioned off. Chairman asked if we are getting any type help/reimbursement from the federal government on these vehicles. Mr. Stewart stated approximately 50% of the cost will be given back to the county. Mr. Stewart explained the reimbursement process.

Moved by David Piepmeyer, 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.

8.4 Offer on surplus property 4204-73-3307-0000

This offer is located off of Sloop Point Road. The bid submitted is $15, 500.00. The upset bid process will take place upon approval of the bid. Commissioner Mckoy asked if there were any wetlands on the property and it was confirmed some according to GIS. The board confirmed with Travis Henley, Director of Planning that it is zoned residential.

Moved by David Williams, seconded by David Piepmeyer

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.

8.5 Offer on surplus property parcel ID 3331-96-5031-0000

This offer was tabled until information could be received from staff. Justian Pound, Tax office and Daniel Adams, Flood Plain Administrator were asked to follow up on the value of the house and property. The board requested Mr. Pound to follow up on a true assessment amount and confirm if it was flooded or not. There was discussion on the property being land locked as well. Chairman asked if we could get some clarification on the property before any bid is accepted. Value of the house and condition of the house. If it has been flooded and see a current flood map and confirm the other structure on the property as well.

9 DISCUSSION

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

The Board convened as the Pender County Board of Health at 4:54 P.M. Chairman asked Mr. Moser to join the Commissioners in the first part of closed session as well.

16.1 Presentation of 2020 Health Department Annual Report

Carolyn Moser presented the annual report to include Environmental Health and Animal Control with COVID impact. As far as the Covid report Mrs. Moser shared our numbers compared to surrounding counties. Averaging around 40 new cases a day. Vaccinations have increased as well. Commissioner Williams asked what brand does the booster apply too and is the recovery time and death rate more or less than it was in January. Mrs. Moser confirmed that Moderna and Pfizer have the booster not J and J. She stated that the vaccinated cases are having high risk health conditions that are causing cause hospital stays to increase and 90% of these patients are non vaccinated. Is there a initial time frame for effectiveness of initial vaccine, she confirmed after 6 months Moderna vaccine of about 76 % effective rate and Pfizer is 43%.

Commissioner Newton requested to know what time period does the presented number cover and if we are tracking deaths to determine if they are vaccinated or unvaccinated. Ms. Moser stated since the beginning. are we tracking the deaths if the person was vaccinated or non vaccinated. Everything is Delta right now in the county and it effects the younger crowd more than the other variant. But most kids still have very mild symptoms and or are asymptomatic.

Mrs. Moser touched on agenda item 7.3 and the shortage of nurses.

She closed by reminding the board that out of the 74 deaths in Pender County that 17 of those were in the prison. Commissioner Williams confirmed with Mrs. Moser that the local prison has there own medical staff. The Board and Mrs. Moser also has another small discussion on possible contract nursing if needed.

17 SOCIAL SERVICES BOARD

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

18.1 Items. from the County Attorney and County Manager and Assistant County Managers and Commissioners.

- Mr. Thurman stated that there were items for closed session, items 3, 5 and 6.
- Chad McEwen, County Manager, gave a big Thank You to Nancy Avery, Interim Clerk for all her hard work and smooth transition.
- Doug Shipley, Assistant County Manager, stated we received approval from the Department of the Interior by way of the National Park Service on a request for waiver for retro activity on the Morton Property. This allows us to apply the funds we used to acquire the property as part of the Pender County match for future land and water conservation flood grant applications until Septembers 30 of 2022.
- Commissioner Newton stated how nice and proud she was of New Hanover County for hosting the NC Association of County Commissioners. She announced that Brunswick County Commissioner Frank Williams was elected as the new President

of the NC Association. Commissioner Newton will also be traveling to Raleigh regarding resiliency funding and getting some funds funneled back to Pender County.

- The Commissioners discussed the tier system and what they hope to improved with that. Also commented on how well the Courthouse dedication ceremony was.

19 CLOSED SESSION (IF APPLICABLE).

19.1 Motion to go into closed session made at 5:32 P.M. Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session; 5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract; and 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or

employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting. The Board exited closed session at approximately 7:00 p.m. No announcement was made upon exiting closed session.

Moved by David Williams, seconded by Fred McCoy

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.

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

20.1 Chairman Brown opened the public hearing at 7:07 p.m.

Resolution Requesting Approval of a Zoning Map Amendment from RA, Rural Agricultural to RP, Residential Performance.

Travis Henley, Director of Planning introduced Gideon Smith, Senior Planner to present on behalf of the applicants. Mr. Smith gave a brief overview of location and zoning information. He also gave clarification as to the size of the parcel and explained that the front parcel is not associated with this request. Mr. Smith did confirm with the board that legal access would need to be established, zoning etc would need to be established for permitting of a home. RP all uses would be allowed on site. It would be a whole new plan if property did decide on commercial

plan. Would need an Special Use Permit if anything else besides residential is built. It is consistent with the plan and planning board unanimously voted and there is no wetlands on it.

Sonia Edens-Deferred to speak
Randell Edens-Deferred to speak

Kevin Pitts, representing my parents, expressing concerns with the easement and application was not clear on what is being done with the property. His family is requesting for some transparency from the applicant and the board. Easements are very important to Mr. Pitts due to his aunts issue with the front parcel. He stated that as a community we need some clarity on the property.
Trey Thurman, attorney, stated what a general use rezoning is stating that the rezoning can not be used to make a decision on a rezoning based on what they have providing.

Moved by David Williams, seconded by David Piepmeyer

Chairman closed the public hearing at 7:24P.M.
Motion to approve Zoning Map Amendment.

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

CARRIED.

20.2 Commissioner Piepmeyer made a motion that coming out of closed session that we add an item that was recommended out of discussion with the health department staff to the agenda.

Moved by David Piepmeyer, seconded by David Williams

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.

20.3 Chad McEwen, Manager, after discussions and consulting with the health director in light of recent increase in Covid cases and hospitalizations we are requesting the board consider a mask mandate for all unvaccinated employees as well as the public entering our buildings. Employees being those that are employed by the county during work hours or in fulfillment of their work obligations. Part of it would be the requirement to provide proof of vaccination in order to not be required to wear a mask. Commissioner Piepmeyer stated, we are going require/mandate mask except for the exemption where you are vaccinated and provide proof of that vaccination. Commissioner Williams stated that the Health Department does have a national database with names of all vaccinated employees. He also addressed that any unvaccinated employee that is interacting with the public in their obligation of work off of county property must also wear a mask. Commissioner Newton stated that we also as a governmental body have the duty to our citizens to provide continuity and service. She noted that in surrounding counties there has been a mandate that all employees wear mask. So if you have chosen to be vaccinated and protect yourself and others the we are not going to require you to wear a mask and if there is a question an employee could be asked to provide proof of their vaccination. Chairman Brown stated whether your staff or people coming into the county offices your mandated to wear a mask if you chose not to wear a mask the only exemption would be to show proof that you have been vaccinated.

Moved by David Williams, seconded by David Piepmeyer

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 ADJOURNMENT

21.1 Motion to adjourn at 7:30 PM

Moved by David Williams, seconded by Fred McCoy

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.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	September 7, 2021
SUBJECT:	Approval of Data Transfer Agreement with Surf City

SUMMARY:
The Town of Surf City now has one sewer-only customer who is served water by PCU (RPTWSD), and will likely have more in the future due to growth in the surrounding area. Surf City will need the data from PCU's water meter for this customer and future customers to properly bill for their sewer usage. In order for Surf City to receive water use data from PCU, the attached agreement is necessary to establish the responsibilities of each party.

The proposed agreement is similar to an agreement PCU has with Pluris, a private sewer utility. However, a significant difference is that the proposed agreement with Surf City includes the responsibility for PCU to disconnect water service in the event the customer has not paid their sewer bill. This condition was discussed significantly between PCU and Surf City, and we believe this agreement addresses the concerns of both sides while also considering the practical operational aspects of the utilities. Any customer subject to disconnection will have been given multiple warnings prior to disconnection, and PCU will act swiftly to reconnect any affected customer upon payment in full of any delinquent amounts.

This agreement only allows for commercial water/sewer accounts to be served water by PCU and sewer by Surf City and the exchange of water usage data for those customers. Any changes to the customer type allowed would require action by both Boards.

Since RPTWSD has the right-of-first-refusal to serve customers in its district, we will continue to see new PCU commercial water customers with the need for sewer service from Surf City. This proposed agreement represents a significant achievement in the acceptance of Surf City to allow sewer-only customers who receive water from PCU.

The Town of Surf City Board of Commissioners is considering approval of this agreement on August 20th.

ACTION REQUESTED:
Approve Data Transfer Agreement with Surf City

ATTACHMENTS:
Data Transfer Agreement

PENDER COUNTY

NORTH CAROLINA

DATA TRANSFER AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into this ___ day of _____, 2021 (the "Effective Date") by and between the COUNTY OF PENDER ("County"), NORTH CAROLINA, a political subdivision of the State of North Carolina and the Rocky Point Topsail Water and Sewer District, a North Carolina Local Service District ("RPT"), and TOWN OF SURF CITY ("Surf City"), a political subdivision of the State of North Carolina:

WHEREAS, Surf City, a political subdivision of the State of North Carolina, owns and operates a wastewater collection and treatment system in Pender County (the "Surf City Service Area") and requires information related to water usage by the commercial properties located within the Surf City Service Area in order to fairly and accurately assess wastewater usage for those same properties; and

WHEREAS, the RPT provides water service to commercial properties located in the RPT Utilities Service Area and regularly reads these commercial water meters located on those properties to determine water usage; and

WHEREAS, it is in the public interest for the County, RPT, and Surf City to enter into this Agreement pursuant to which the RPT agrees to provide Surf City with water usage data for those commercial properties within the RPT Service Area which are also served with Surf City public sewer, and Surf City agrees to pay the RPT for same so that wastewater service may be provided to users wishing to utilize the service from Surf City.

NOW, THEREFORE, in consideration of the terms, conditions and covenants expressed in this Agreement, the parties agree as follows:

1. RPT's Obligations. RPT agrees to transmit to Surf City certain water usage data, including actual meter reading, in a readily accessible format, initially Microsoft Excel format, as

more specifically set forth on Exhibit 1 hereto, which is derived from RPT's reading of commercial water meters located on properties within the RPT Service Area which are also served with Surf City public sewer. The exact format and program to be used may vary from time to time as RPT's IT needs change, provided, that any change in format remains readily accessible to Surf City. In addition, RPT shall provide to Surf City reports of: 1) any commercial customer move-ins or move-outs that occurred during the month; and 2) any commercial water meter change outs that occurred during the month. RPT shall transmit all information contemplated by this Section 1 on a monthly basis and shall use its best efforts to transmit the information no later than the 21st day of the month following the month during which the usage occurred. RPT shall discontinue water service for any joint RPT/Surf City customer that becomes delinquent on a sewer bill, within 7 days of notice of delinquency to RPT by Surf City. RPT shall provide documented notice of pending disconnection to customer as soon as possible following notice of delinquency from Surf City.

2. Surf City's Obligations. By way of the application to receive service provided by Surf City to all new customers, Surf City shall secure from each customer for which the RPT provides the information set forth in Section 1 hereof, consent of that customer to the RPT's provision of the referenced information to Surf City and discontinuance of RPT water service if sewer bill is delinquent. In addition, Surf City shall pay to RPT two dollars ($2.00) on a per meter ID reading basis in exchange for the RPT's obligations set forth in Section 1 hereof. This charge shall increase by Ten Percent (10%) after the first five years of this Agreement, and every five years thereafter shall increase an additional Ten Percent (10%). Payment shall be made within thirty days of the date on which RPT sends the billing information to Surf City. Surf City shall formally notify RPT of sewer billing delinquencies when discontinuation of water service is desired for any joint RPT/Surf City customer. Surf City shall pay RPT the current RPT

Administrative Disconnect Fee for each customer that RPT disconnects for a delinquent sewer account. Surf City shall provide documented notice of pending disconnection to customer prior to notice of delinquency provided to RPT.

3. Indemnification. To the fullest extent permitted by law, Surf City, shall indemnify and hold harmless the County of Pender, NC, and Rocky Point Topsail Water and Sewer District, and their respective officers, elected officials, contractors, agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to legal and attorneys' fees, arising out of or resulting in any way from this Agreement proximately caused by Surf City, its agents' and/or employees' negligent acts or omissions. The indemnification shall NOT extend to any dispute between any water customer of RPT and RPT regarding the amount due for water supplied to such customer.

4. Dispute Resolution. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Unless the parties mutually agree otherwise, such mediation shall be held in the County of Pender, State of North Carolina. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties agree that, without regard to the principles of conflicts of laws, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. The interpretation of this Agreement shall not be based upon whether one Party drafted more of the Agreement or any part thereof. The parties agree that any suit or action related to this Agreement shall be initiated and prosecuted in the courts of the County of Pender, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue. By execution of this Agreement, County, RPT and Surf City do not waive any immunity to which it is entitled under law.

5. Mutual Obligations. Parties agree that they will treat all customer specific data and information as confidential to the extent permitted by North Carolina law.

6. Term. This Agreement shall take effect as of the Effective Date and shall continue in full force and effect for an initial term of twenty-five (25) years and shall automatically renew for additional terms of Five (5), years unless terminated in accordance with Section 7 hereof.

7. Termination. This Agreement may be terminated upon mutual, written consent of the County, RPT and Surf City. In addition, any party may withdraw from this Agreement after expiration of the initial term by giving one hundred twenty (120) days' written notice. Surf City, County and RPT also may withdraw from this Agreement should it be determined by County and RPT that continuing to perform under this Agreement is not permitted under any applicable law or regulation, or is no longer in the public interest. Should Surf City fail to make payments under this Agreement, County or RPT may suspend provision of further billing information to Surf City. Failure by Surf City to bring the charges current within thirty days of notice being sent by County or RPT that the payment is past due shall entitle County or RPT to terminate this Agreement.

8. Notice. All notice given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if sent by electronic mail, registered or certified mail, overnight parcel service, or facsimile, addressed as below set forth or to such other address as shall be furnished in writing by either party to the other:

COUNTY and RPT
Pender County Utilities
Kenny Keel, Director
PO Box 995
Burgaw, NC 28425
910-259-1570
E-mail: kkeel@pendercountync.gov

SURF CITY
Surf City Utilities
David Price, Director
PO Box 2475
Surf City, NC 28445
910-329-1055
E-mail: dprice@townofsurfcity.com

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and all understandings or terms not expressly incorporated herein are null and void. This Agreement may not be modified orally but only by an agreement in writing duly executed by each party.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement, all as of the Effective Date.

ATTEST:

COUNTY OF PENDER and RPT

_____
Tera Cline
Clerk to the Board

(SEAL)

_____
George R. Brown, Chairman
Pender County Board of Commissioners

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

_____
Margaret Blue
Pender County Finance Director

ATTEST:

TOWN OF SURF CITY

_____
Stephanie Hobbs
Town Clerk

(SEAL)

_____
Douglas C. Medlin Mayor
Town of Surf City Town Council

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

_____

David J. McCole
Town of Surf City Finance Director

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	James Rowell
DATE:	September 7, 2021
SUBJECT:	Approval of Budget Amendment and Purchase Order to accept North Carolina Department of Public Safety Swiftwater PPE grant award in the amount of $4,743.49.

SUMMARY:
The North Carolina Department of Public Safety Swiftwater PPE grant is for deputies operating in waterways in Pender County. This equipment would provide personal protective equipment to deputies operating in and around critical waterways in watercraft or patrolling the shorelines. This project will ensure the safety of the deputies while they provide security of these waterways and during events that occur on these waterways. These waterways are patrolled for prevention of criminal activity of all kinds to include but to limited to terrorism, theft, crime concealment etc. These funds will come out of account 510037-403300.

ACTION REQUESTED:
Approval of Budget Amendment and Purchase Order to accept North Carolina Department of Public Safety Swiftwater PPE grant award in the amount of $4,743.49

DocuSign Envelope ID: 3CE55B2D-1C75-4CF1-AD15-358C5F9A4729

North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020
AL #: 97.067
Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

James Rowell
Pender County Sheriff's Office
605 East Fremont St
Burgaw , NC 28425-5115

Period of Performance: September 1, 2020 **to** February 28, 2023
Project Title: Water PPE Completion
Total Amount of Award: $4,743.49
MOA #: 2040064

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer

North Carolina Department of Public Safety
Emergency Management
Roy Cooper, Governor
Erik A. Hooks, Secretary
Michael A. Sprayberry, Executive Director

Homeland Security Grant Program
(HSGP)

Fiscal Year 2020

AL #: 97.067
Grant #: EMW-2020-SS-00023

Memorandum of Agreement (MOA)

between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:
Pender County Sheriff's Office
Tax ID/EIN #: 566000329
Duns #: 082361403

MOA #: 2040064
Award amount: $4,743.49
Period of performance:
September 1, 2020 to February 28, 2023

1. **Purpose**
The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. **Program Authorization and Regulations**
This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001;(4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. **Projects managed by the Recipient (State) on behalf of Subrecipient (Only)**
___ By initialing, the Subrecipient requests that the Recipient retains funds effective September 1, 2020. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management or its assigns to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of awarded funds through the FY 2020 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management or its assigns to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness,

response, and recovery capabilities. See Attachment 1 for detailed Scope of Work. Subrecipient in returning management responsibilities back over to North Carolina Emergency Management or its assigns relieves itself from requirements set forth in this MOA.

4. **Compensation**
Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. **Funding Eligibility Criteria**
Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:
   i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
   ii. Complete any procurement(s) and expenditures no later than February 28, 2023.
   iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th, April 15th, July 15th and October 15th*.
   iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:
Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:
   i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
   ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
   iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
   iv. Audit findings and corrective action plans
   v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. **Conditions**
The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the

grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. **Supplantation**
Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. **Compliance**
Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. **Responsibilities**

Recipient:

A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.

B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.

C. The Federal award date is September 1, 2020. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2023.

D. The recipient shall directly monitor the completion of this project.

Subrecipient:

A. The Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.

B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and

Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R . Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.

D. Complete the procurement(s) process not later than February 28, 2023.

E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th , April 15th, July 15th and October 15th*. (Attachment 2)

F. Maintain a grant management filing system as required in this MOA (attachment 5).

G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant including Grant- Funded Typed Resource Report (attachment 3).

H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 HSGP NOFO announcement and Grant Award and Special Conditions documents including DHS Standard Terms and Conditions (attachment 4).

I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that "effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) https://www.sam.gov/portal/public/SAM/ and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government".

J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.

L. All materials publicizing or resulting from award activities shall contain this acknowledgement: "This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words "Funded by US Department of Homeland Security.

M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.

N. Maintain an effective property management system that complies with the following requirements:
   i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

   ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than $5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of $5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.

v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.

O. No indirect or administrative costs will be charged to this allocation award.

P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or http://fedgov.dnb.com/webform.

R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.
Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 HSGP NOFO announcement, available at: www.fema.gov.
2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party

may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

For all DHS grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

A subrecipient that receives a combined **$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.

A subrecipient that receives a combined **$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must within 9 months of the subrecipient's fiscal year end:

A. Post the single audit to the Federal Audit Clearinghouse (https://harvester.census.gov/facweb/).
B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (https://www.gao.gov/yellowbook).
C. Make copies of the single audit available to the public.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
B. Is or becomes part of the public domain, through no fault of the receiving party.
C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 HSGP NOFO announcement.

22. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Prohibition on purchasing certain telecommunications

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system
3. Enter into, extend, or renew contracts with entities that use ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology as part of any system

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

25. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S, 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules , and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

26. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

27. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

A. Scope of Work Summary
   i. Completed appropriate report forms with invoices and proof(s) of payment
   ii. Audit findings and corrective action plans
   iii. Equipment inventory records with photo documentation of labeling

B. Documentation to be provided throughout the Period of Performance of the grant:

i. Quarterly project progress reports
ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
iii. After-action report from exercise
iv. Training course roster and description
v. Any other documentation that would be pertinent
vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:
- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

vii. Proof of payment of expenses associated with the project

28. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as my be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
   i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
   ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions:_The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

> In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded

full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.

D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.

E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

31. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other

requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

32. Assurance of Compliance with Privacy Act
The Subrecipient agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

33. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)
This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establish a drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace
   ii. The Subrecipient's policy of maintaining a drug-free workplace

iii. Any available drug counseling, rehabilitation, and employee assistance programs
iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination.
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

34. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2020. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

35. Term of this Agreement

This agreement shall be in effect from September 1, 2020 to February 28, 2023.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2020.

N.C. DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

PENDER COUNTY SHERIFF'S OFFICE
605 EAST FREMONT ST
BURGAW, NC 28425-5115

BY: Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

BY: Alan W. Cutler

APPROVED AS TO PROCEDURES:

BY: Tara Williams-Brown
TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: James Rowell

BY: William Polk
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF PUBLIC SAFETY, BY WILLIAM POLK, DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE PURPOSES OF THE US DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS

BY: Erik A. Hooks
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

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North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant *This is the agency applying for grants.*			
Applying agency	Pender County Sheriff Department		
Street address	P O Box 1449		
City	Burgaw	ZIP + 4	28425-5115
Email	James.rowell@pendersheriff.com		
EIN/Tax ID number	566000329		
DUNS number	082361403		
SAM registered	Yes	Expiration date	
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	James Rowell		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Point of contact

Grants point of contact *This is the focal point for any ongoing communications regarding the grants.*			
Name	James Rowell		
Agency	**Pender County Sheriff's Office**		
Title	**Captain**		
Phone (work)	**910-259-1436**	Phone (mobile)	**910-470-7818**
Street address	**P O Box 1449**		
City	**Burgaw**	ZIP + 4	**28425-5115**
Email	**James.rowell@pendersheriff.com**		

Field help

MOA signatory

Grants MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project* ***Additional information section.***			
Name	Alan Cutler		
Agency	Pender County Sheriff's Office		
Title	Sheriff		
Street address (not PO Box)	605 East Freemont Street		
City	Burgaw	ZIP + 4	28425-5115
Email	Alan.cutler@pendersheriff.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Host local government (if project funds are being returned to the State)

Hosting county *This is the county that is agreeing to "turn back" awarded funds to the State.*			
Contact name	Click or tap here to enter text.		
County	Click or tap here to enter text.		
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
EIN/Tax ID number	Click or tap here to enter text.		
DUNS number	Click or tap here to enter text.		
SAM registered	Choose an item.	Expiration date	Click or tap to enter a date.

Field help

Projects

Complete information for up to three projects.

Project # 1

Enter requested information in the sections listed below.

Project information

General information *Enter information describing the project.*			
Title	**Pender County Sheriff's Office Water PPE Completion**		
Description	**Water PPE for Deputies operating in waterways in Pender County**		
Goal	This equipment would provide personal protective equipment to deputies operating in and around critical waterways in watercraft or patrolling the shorelines. This project will insure the safety of the deputies while they provide security of these waterways and during events that occur on these waterways. These waterways are patrolled for prevention of criminal activity of all kinds to include but not limited to terrorism, theft, crime concealment etc.		
Classification	DPR	DPR number (if "DPR")	3
Is project deployable?			Yes
Is project shareable?			Yes
Does the project contribute to the development or operation of the fusion center?			No
Does this project support a previously awarded investment?			Yes
Construction/renovation required	No		
Structural attachment required	No		

Core capabilities addressed *Select primary and secondary (if applicable) core capabilities addressed by this project.*	
Primary	Physical Protective Measures
Secondary	Community Resilience
Capabilities building	Build (increase current capabilities)

Project timeline milestones *List the major project events and their completion dates.*	
Milestone	Completion Date
Apply For Approval	12/2019
Funding Approved	11/2020
Funding Award	11/2020
Purchase Equipment	12/2020
Close Out	**Upon Purchase**
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Budget

Planning/Training/Exercise costs *For each cost item select an activity area and then a description and the amount.*		
Activity area	Description	Cost
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Equipment costs

Enter equipment items and their costs into the table and then enter the total of the costs in the field below.

Description	AEL #	Quantity	Item cost	Extended cost	Tax	Shipping/ handling	Total cost
Dry suits	01SW-01-SUIT	3	$1,382.23	$4,146.60	0	0	$4,146.69
Universal Water Rescue PFD	01SW-04-SPFD	3	$180.00	$540.00			$540.00
Rescuer alert device	03WA-01-ALRT	10	$5.68	$56.80			$56.80
							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							
Click or tap here to enter text.							Enter cost.
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Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.

Funding summary

For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).

Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter cost.	Enter amount.
Equipment		$4,743.49
Training		Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding		$4,743.49

Field help

Additional information (if needed)

Project # 2

Project # 3

Certification

Certification *Review each certification item and check where appropriate.*	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. ☐ If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. ☐ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

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Attachment 2

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Quarterly Progress Report

FY 2020 HSGP

Subrecipient: Pender County Sheriff's Office
MOA #: 2040064
Grant award amount: $ 4,743.49

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the c grants manager.	
Quarter	☐ October – December (due January 15) ☐ January – March (due April 15) ☐ April – June (due July 15) ☐ July – September (due October 15)
Funds expended prior quarters	Click or tap here to enter text.
Funds expended this quarter	Click or tap here to enter text.

Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to **ncemgrants1@ncdps.gov.**

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Attachment 3

D15-358C5F9A4729

Grant-Funded Typed Resource Report

t purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed** and

line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that

oose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
ing is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
he Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show

ncluding a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new
l at www.fema.gov/media-library/assets/documents/28973?id=6432

PROJECT:
-13xx Generators & Generator Switches

ce	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
n	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfiling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
n	III	N/A	N/A	55	3	Sustain Current	Operational Coordination	$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
r)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
;	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

EXAMPLE

ped Resource Report

with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
uipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
ocal Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
itain Current" existing capabilities or will increase or "Add New" capability .
source supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.

ief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

PROJECT:

lesource ted	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments

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Attachment 4

DocuSign Envelope ID: 3CE55B2D-1C75-4CF1-AD15-358C5F9A4729

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. *Age Discrimination Act of 1975*

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. *Americans with Disabilities Act of 1990*

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. *Civil Rights Act of 1964* – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. *Civil Rights Act of 1968*

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

2020 DHS Standard Terms and Conditions

42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

2020 DHS Standard Terms and Conditions

XIV. *False Claims Act and Program Fraud Civil Remedies*

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. *Fly America Act of 1974*

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. *Hotel and Motel Fire Safety Act of 1990*

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency *(Civil Rights Act of 1964, Title VI)*

Recipients must comply with Title VI of the *Civil Rights Act of 1964,* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

2020 DHS Standard Terms and Conditions

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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Attachment 5

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Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and mus
Homeland security grant award. The files must be available for review by the North Carolina Division of Eme
Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to tl

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendice
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time re
purchasing documentation along with copies of cancelled checks for verification.
Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequ

Wednesday, August 18, 2021

Pender County Budget Ordinance Amendment

Date Wednesday, August 18, 2021

Board Meeting Date (If Applicable) Tuesday, September 7, 2021

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Division, Program, Project, etc. Swiftwater PPE grant

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Provide personal protective equipment to deputies operating in and around critical waterways in watercraft or patrolling the shorelines.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510037-348092		4,743.49
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510037-403300	Supplies	4,743.49
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 4743.49

Total Expenditures 4743.49

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Pender County
Approval of Budget Amendment for $30,000 for Penderlea Fire Department

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	September 7, 2021
SUBJECT:	Approval of Budget Amendment for $30,000 for Penderlea Fire Department

SUMMARY:
As outlined in the attached letter, it was stated at the budget workshop that the 50/50 State Fire Grant wasn't received and the matching funds provided in the current year budget would be redirected to the building debt in order to make an additional principal payment. Instead, the County asked Penderlea to roll these funds over and use them as the matching obligation in case they received the grant in the current fiscal year, thus making the additional $30k requested in the FY 21/22 not needed. In addition the Chief stated that there would be a prepayment penalty if an additional payment was made on the building debt. This fact provided more justification for not making the extra payment with these funds. The County asked them to use the extra funds towards the cost of the paid staff within the department provided by Pender Fire and EMS. Apparently the matching funds had already been spent or obligated for half of the items originally to be purchased with the grant funding and Penderlea is asking for these funds to be appropriated due to the miscommunication regarding the intended use of the matching funds.

ACTION REQUESTED:
Approval of budget amendment as presented.

To: Pender County Manager, Chad McEwen

June 7, 2021

Penderlea VFD 2021-2022 Budget,

On March 25, 2021, Penderlea Fire Chief Anthony Hardison presented the 2021-2022 fire department budget. The meeting was at the Pender County BOCC with the County Mangers Office, County Finance, and the Fire Marshal Office. During the budget meeting Chief Hardison reported the fire department did not receive the 50/50 state fire grant. This is a matching grant from the state fund. Matching amount of money up to $30,000 for equipment. The chief reported that the department did not receive this year's state fire grant and was putting this money towards the building fund. This was to help pay the building off early.

On May 13th I attended the fire department budget meetings at the Hampstead County Annex. This meeting was with the Pender County Board of County Commissioners. It was miss spoken by the chief in March on the $30,000 going the building fund. As treasurer for the fire department the $30,000 was used to purchase half of the equipment requested in the grant. The state part of the grant was not funded and we only purchased half of the equipment. The equipment is used for fire suppression and to meet the ISO. This equipment purchased included but not limited to Ladders for the Service Truck, Small hand tools, Hose, Face Mask, Pagers & Radios etc.

Chief Hardison miss spoke on the spending of this money in March. I thought I made it clear to the group that this money had been spent after the grant was declined for half of the equipment requested.

Please fund Pender EMS & Fire the $30,000 for the paid staffing that protects the Penderlea/Willard communities and surround areas.

Ricky Rivenbark
Penderlea VFD Treasurer

Monday, August 23, 2021

Pender County Budget Ordinance Amendment

Date Tuesday, September 7, 2021

Board Meeting Date (If Applicable) Tuesday, September 7, 2021

Fiscal Year FY 2021-2022

Fund 26 - CO FIRE T

Department VARIOUS

Purpose of Request

To budget for amount initially deducted from Penderlea paid staffing during budget process

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	26-397000	CONTRIBUTION FROM GENERAL FUND	30,000
2	695-399000	GENERAL FUND BALANCE APPROPRIATED	30,000
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	540-454027	PENDERLEA	30,000
2	695-409051	TRANSFER TO FIRE	30,000
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 60000

Total Expenditures 60000

Prepared By: Margaret Blue

Email mblue@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	September 7, 2021
SUBJECT:	Award and Approval of Contractors to Complete EWP Phase 1

SUMMARY:
The Emergency Watershed Protection (EWP) Program is a United States Department of Agriculture (USDA) grant funded program designed to provide assistance to communities recovering from natural disasters. Pender County received over $2 million through this grant, supplemented by the North Carolina Division of Soil and Water Conservation, to remove debris and sediment from creeks and streams throughout the county. There is also funding to stabilize creek banks around culverts where roads were overtopped and washed out during Hurricane Florence. Due to the size of Pender County's project, the award was separated into two phases. This item is for Phase 1 only.

Staff published a Request for Proposals on July 6, 2021, seeking contractors to perform two tasks. Task 1 is debris removal from 28 sites across the county and Task 2 is bank stabilization at four sites in Hampstead. The deadline for contractors to submit a proposal was August 6, 2021.

Staff received four proposals that were reviewed and scored by a selection committee. The selection committee evaluated each proposal based on the criteria outlined in the RFP, including lowest apparent bid, qualifications/experience, and additional factors. Additional factors included completeness of requested bid schedule, understanding of the proposed scope and the EWP program, and a timeline and schedule forecasting progress and completion of the proposed work.

Based on the results of the selection committee's scoring, two contractors are being recommended to the Board for award; Grillot Construction of Belle Chasse, Louisiana for Task 1 and Trader Construction Co. of New Bern, North Carolina for Task 2.

The USDA's Natural Resource Conservation Service (NRCS) developed the grant budget based on the amount of work proposed in the county's application and through site visits conducted by NRCS staff. The proposal being recommended to the Board for Task 1 (debris removal) has a cost estimate that is substantially less than the grant budget. Therefore, staff is requesting that a not-to-exceed Purchase Order be approved in the amount of $492,402, even though the recommended proposal's bid is $168,095.

A not-to-exceed clause in the contract will allow staff to add scope to the project quickly. The intent is to clear as much debris from the county's waterways as soon as possible to restore the county's natural drainage channels, thereby reducing the risk of flooding for the greatest number of people. The RFP required the contractors to break down costs per linear foot of work, so any increase in scope will be charged at that pre-identified rate.

Therefore, staff recommend the Board award a contract to Grillot Construction for Task 1 and approve a purchase order in the amount of $492,402, and a separate contract be awarded to Trader Construction Co. for Task 2 and approve a purchase order in the amount of $105,830.

Funding to complete this project is provided through grants from the USDA and the NC Division of Soil and Water Conservation that have previously been approved by the Board of Commissioners. The county will be reimbursed in full for these expenses. The budget code for these expenditures is 60-404500-6468.

ACTION REQUESTED:
To consider awarding contracts to Grillot Construction for Task 1 and Trader Construction Co. for Task 2. Also, to consider approving a Purchase Order in the amount of $492,402 for Grillot Construction and a Purchase Order in the amount of $105,830 for Trader Construction Co.

ATTACHMENTS:
1. Bid Scorecard
2. Preliminary Bid Tabulation
3. Grillot Construction Proposal
4. Trader Construction Proposal

Bid Scorecard for EWP Phase 1				
	Task 1 - Clearing and Snagging			
Company	**Lowest Apparent Bid (80 pts)**	**Qualifications/Experience (15 pts)**	**Additional Factors (5 pts)**	**Total Score**
Carolina Cleaning and Restoration	80	11	3	94
Grillot Construction	76	14.75	4	94.75
Hall's Tree Service	63	13	2.75	78.75
Trader Construction Co.	40	12.5	4	56.5

	Task 2 - Streambank Stabilization			
Company	**Lowest Apparent Bid (80 pts)**	**Qualifications/Experience (15 pts)**	**Additional Factors (5 pts)**	**Total Score**
Carolina Cleaning and Restoration	80	7.5	2.75	90.25
Grillot Construction	40	12.75	4	56.75
Hall's Tree Service	70	1.25	2.5	73.75
Trader Construction Co.	75	12.75	4	91.75

Comments: Task 1 - Grillot Construction
Task 2 - Trader Construction Co.

Date: 8/10/2021

RECORD OF BID QUALIFICATION

Bid Opening for
RFP #37-07-5038 for Stream Clearing and Snagging Services
Pender County USDA/NRCS EWP Contract 5038
August 6, 2021
4:00PM

	Cost of Task Order No. 1($)	Cost of Task Order No. 2 ($)	Timeline Submitted	Bid Bond Submitted	Required Attachments A -G Submitted (1)
Bidder					
1. Carolina Cleaning + Restoration	$152.545	$ 84,640		✓	✓
2. Grillot Construction	$ 168,095	$ 309,460		✓	✓
3. Hall's Tree Service	$ 221,310	$ 125,500		✓	✓
4. Trader Construction	$695,580	$ 105,830		✓	✓
5.					

Note: (1)- Indicate all Attachments Omitted from Submittal

Completed by:

Daniel Adams

Notes:

- Timeline requirement referenced on page 7 of RFP under Section 2.A. General Requirements.

- Attachment G is sample contract

2608 Engineers Road
Belle Chasse, Louisiana 70037
Phone (504) 394-5596; Fax (504) 394-5178
www.grillotllc.com
LA Contractor License No. 38908
NC Contractor License No. 84473
AL Contractor License No. 51474

GRILLOT CONSTRUCTION

INTRODUCTION

Established in 1971 as a heavy civil, marine stevedore, and mechanical dredging company, Grillot Construction, LLC, has been in business for over 45 continuous years. Over the years, we have maintained our small business status which has allowed us to preserve the loyalty towards our employees as a family-oriented organization. We have consistently provided Heavy Civil, Commercial, Marine, and Environmental services for a multitude of Federal, State, Municipal, and Private Clients.

We take pride in the reputation we have earned over the years. Our commitment to achieving excellence through quality performance is demonstrated in all of our operations. The management teams we offer provide leadership and expertise that contribute to the success of any project and continue to deliver projects on time, within budget, and to the satisfaction of our clients.

Considering our highly-trained and experienced personnel, equipment resources, and past performance, our team is available and prepared to address any and all aspects of a project.

Positively achieving quality and satisfaction through partnered relationships has become one of our principal foundations for conducting business.

SERVICES

- Clearing and Grubbing
- Demolition
- Infrastructure Site Work
- Environmental Remediation
- Earthwork, Excavation, and Grading
- Marine Debris Removal
- Sediment Removal
- Dredging (Mechanical and Hydraulic)
- Levee Construction and Repair
- Drainage, Culverts, and Canal Crossings
- Amphibious Equipment Operations
- Coastal Restoration Projects
- Pile Driving and Lock Structures
- Emergency Watershed Protection (EWP)
- Emergency Response
- Mitigation and Vegetative Planting

SAFETY

Grillot maintains a proactive safety program, which has resulted in an excellent safety record. We promote a Zero Accident and Injury Policy on all projects. We support and implement a zero tolerance for unsafe practices in the workplace. The corporate safety officer develops a site-specific Accident Prevention Plan for each project. Safety meetings are held regularly to promote awareness, and periodic site inspections are performed to ensure compliance with federal, state, and local laws.

Grillot is committed to protecting the safety, health, and well-being of all employees and other individuals in the workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment

BONDING CAPABILITY

Grillot maintains a capacity of $20-Million (Aggregate) with its surety, Hudson Insurance Company.

2608 Engineers Road
Belle Chasse, Louisiana 70037
Phone (504) 394-5596; Fax (504) 394-5178
www.grillotllc.com
LA Contractor License No. 38908
NC Contractor License No. 84473
AL Contractor License No. 51474

GRILLOT CONSTRUCTION

PREVIOUS PROJECT PERFORMANCE

Customer/Agency	City of New Bern (North Carolina)
Project	Hurricane Florence Debris Removal Activities – Trent River Drainage Basin
Work Summary	Removal of previously identified and as encountered sediment, vegetative debris, and miscellaneous debris within open-air stormwater ditches, piping, culverts, and wetlands. Work also included clearing, grubbing, installation of access roads, traffic control, erosion and sediment control, excavation, reduction, segregation, and hauling of debris to permitted facility.

Customer/Agency	City of Fayetteville (North Carolina)
Project	Lock's Creek Stream Debris Removal
Work Summary	Clearing and snagging tree removal of all fallen and/or leaning trees along 22 miles of Lock's Creek within the City of Fayetteville. The project consisted of removal and disposal of trees within the project limits, installation/removal of temporary construction entrances, select tree removal for access, construction fencing, and seeding/fertilizing/mulching for restoration. All trees were successfully removed, with minimal impact to the utility easement used for access, and burned for final disposition.

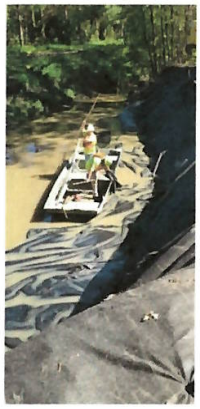
Customer/Agency	U.S. Army Corps of Engineers – Wilmington District
Project	Storm Damaged Flood Control Projects at Ellis Swamp, Broad Creek, Pungo Creek, and South Creek Design Rehabilitation
Work Summary	Clearing and snagging tree removal of fallen and/or leaning trees along 47 miles of drainage creeks within four separate flood control districts. A total of more than 8,000 trees were successfully removed and disposed by burning. Debris removal operations were performed from within the creeks utilizing shallow-water boats and barges to minimize environmental impact and comply with all laws, rules, regulations, and ordinances regarding environmental protection. Debris removal operations were also conducted along the adjacent canal banks utilizing excavators and skid-steer loaders working in conjunction with ground crews responsible for felling leaning trees.

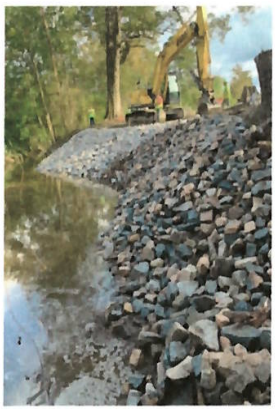
Customer/Agency	Calcasieu Parish Police Jury
Project	Clearing and Snagging of Drainage Lateral Bayou Arsene (BA-L47)
Work Summary	Clearing and snagging tree removal along 3 miles of the drainage lateral Bayou Arsene. The project consisted of removal and disposal of all fallen and leaning trees within the project limits. Removal operations were performed from within the drainage lateral utilizing shallow-water boats and barges for debris and excavator working platform. All debris was transported, by water, to an off-loading site for final reduction by burning.

2608 Engineers Road
Belle Chasse, Louisiana 70037
Phone (504) 394-5596; Fax (504) 394-5178
www.grillotllc.com
LA Contractor License No. 38908
NC Contractor License No. 84473
AL Contractor License No. 51474

GRILLOT CONSTRUCTION

Customer/Agency	State of Louisiana – Coastal Protection and Restoration Authority (CPRA)
Project	Hydrologic Restoration of the Amite River Diversion Canal
Work Summary	Mobilization and demobilization by water, clearing and grubbing, spoil bank excavation, railroad embankment excavation, and wetland excavation of 12,000 linear feet of new nourishment channels, placement of excavated material in wetlands, and erosion and turbidity control.





ATTACHMENT A: PROPOSAL FORM

Completed, signed, and notarized form shall be submitted with the proposal. Please attach a copy of your registration with the North Carolina Secretary of State.

A. OFFEROR INFORMATION:

Firm/Company Name (legal name): Grillot Construction, LLC

Mailing Address: 2608 Engineers Road

Belle Chasse, Louisiana 70037

Payment Address (if different from mailing address): _____

Firm Telephone Number: 504-394-5596

Federal Employer Identification Number (FEIN): 58-2642699

Social Security Number (only if FEIN is NOT provided): _____

Representative Name/Title: Kerry Stafford, Managing Member

Representative Telephone Number: 903-316-2072

Representative Email Address: kerry@grillotllc.com

B. AUTHORIZATION TO TRANSACT BUSINESS IN NORTH CAROLINA

By signature of this form, I certify that the firm identified above in Item A is legally authorized to transact business in the State of North Carolina. *A copy of the Certification of Existence or registration is attached to this form.*

North Carolina Secretary of State Identification Number (SOSID): 1994713

- OR -

NORTH CAROLINA
Department of the Secretary of State

CERTIFICATE OF AUTHORIZATION
(Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

GRILLOT CONSTRUCTION, LLC

is a limited liability company formed under the laws of Louisiana as Grillot Construction, LLC and was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on 12th day of June, 2020.

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company has not withdrawn from the State of North Carolina, (ii) the said limited liability company's certificate of authority has not been suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively revoked for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial revocation, withdrawal, articles of merger, or articles of conversion for said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of June, 2020.

Elaine F. Marshall

Secretary of State

Scan to verify online.

Certification# 107615557-1 Reference# 16302344- Page: 1 of 1
Verify this certificate online at https://www.sosnc.gov/verification

ATTACHMENT A: PROPOSAL FORM

Firm/company is not required to have/maintain registration because: _____

_____

_____

_____

_____

_____

_____

C. PAYMENT TERMS

☒ Net 30

☐ Other (Specify): _____

If payment terms are not specified above, then the terms shall be Net 30 Days.

D. ADDENDA

Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this RFP:

Addendum No. 1 Dated: 07/13/2021

Addendum No. 2 Dated: 07/27/2021

Addendum No. 3 Dated: 07/28/2021

Addendum No. 4 Dated: 08/04/2021

E. EXCEPTIONS

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

☒ Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

☐ Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted (attach additional sheets if necessary): _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

NOTE: Exceptions taken from the stated terms and/or specifications may be cause for proposals to be deemed "non-responsive".

F. COOPERATIVE PURCHASING

Offeror will extend term, conditions, and prices to other jurisdictions.

☐ Yes

☒ No

G. PROPOSAL CHECKLIST

This checklist is provided to assist offerors in submitting proposals. The proposal should include the following information in the quantities specified in Section 2.B Proposal Submission Requirements.

- ☑ Proposals developed according to the outline specified in Section 2.C Proposal Format Requirements and according to the instructions in Section 2.B Proposal Submission Requirements and elsewhere in this RFP.
- ☑ Attachment A: Proposal Form
- ☑ Attachment B: References Form
- ☑ Attachment C: Bid Schedule
- ☑ Attachment D: Offeror's Certification Form
- ☑ Attachment E: Certification Regarding Lobbying
- ☑ Attachment F: Pender County Vendor Form and Completed W-9 Form
- ☑ Other: FS 25-Bid, Payment, and Performance Bond Form

H. CONFLICT OF INTEREST

The offeror certifies that their proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Any purchase order, check requisition or contract from which any agent, officer, or employee of the County or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the County shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the County.

I. AUTHORIZATION

In accordance with the terms, conditions and specifications of this RFP, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid for a period of 180 days from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of firm named below.

Firm Name: Grillot Construction, LLC

ATTACHMENT A: PROPOSAL FORM

Print Name: Kerry Stafford

Title: Managing Member

Signature:

Date: 08/05/2021

Subscribed and sworn to before me this 5th **day of** August, ~~2018~~ 2021. TP

Notary Public:

My Commission expires: April 29, 2023

Teresa D. Parrish NOTARY PUBLIC Pitt County, NC

ATTACHMENT B: REFERENCES

Completed form shall be submitted with the proposal. Provide at least three references. References must be for similar services provided and must have been completed within the past 10 years.

Offeror Name: Grillot Construction, LLC

Reference 1:

Name of Entity or Business: City of New Bern - Public Works Department

Street Address: 1004 S. Glenburnie Road

City, State and Zip Code: New Bern, North Carolina 28562

Contact Name and Title: George Chiles - Interim Public Works Director

Phone Number: 252-639-7522

Email Address: ChilesG@newbernnc.gov

Contract Dates: 03/15/2021 (Trent River Drainage Basin) and 07/13/2021 (Jimmies Creek Drainage Basin)

Contract Amount: $469,830 (Trent River Drainage Basin) and $449,650 (Jimmies Creek Drainage Basin)

Description of Services Provided: Clearing and snagging vegetative debris removal, sediment removal, erosion and sediment control, traffic control, culvert pipe jetting/cleaning, in-place vegetative debris removal, and miscellaneous debris removal.

Reference 2:

Name of Entity or Business: City of Fayetteville

ATTACHMENT B: References

Street Address: 433 Hay Street

City, State and Zip Code: Fayetteville, North Carolina 28301

Contact Name and Title: Byron Reeves, PE, CFM - Stormwater Manager

Phone Number: 910-433-1301

Email Address: breeves@ci.fay.nc.us

Contract Dates: 06/02/2021

Contract Amount: $328,803

Description of Services Provided: Vegetative stream debris removal along Lock's Creek, temporary construction entrances, traffic control, erosion and sediment control, seeding and mulching, and select tree removal for access.

Offeror Name: Grillot Construction, LLC

Reference 3:

Name of Entity or Business: United States Army Corps of Engineers - Wilmington District

Street Address: 69 Darlington Avenue

City, State and Zip Code: Wilmington, North Carolina 28403

Contact Name and Title: Rolando Serrano - Contracting Officer Representative

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Grillot Construction, LLC

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 1 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
047	Hampstead 1	NC HWY 210	Harrison Creek	0	300	4.25	$ 1,275.00
048	Hampstead 2	Factory Rd	Unnamed	200	650	4.25	$ 3,612.50
049	Hampstead 3	Spring Garden	Old Topsail Cr.	0	200	4.25	$ 850.00
050	Hampstead 4	Kings Landing	Old Topsail Cr.	300	0	10.50	$ 3,150.00
051	Hampstead 5	Long Leaf/CC	Nixon Creek	2600	0	10.50	$ 27,300.00
052	Hampstead 6	Country Club	Nixon Creek	800	0	10.50	$ 8,400.00
053	Hampstead 7	Sloop Pt. Loop	Nixon Creek	540	0	10.50	$ 5,670.00
106	Hampstead 9	Hughes Rd	Mill Creek	400	400	7.25	$ 5,800.00
107	Hampstead 10	Hoover Rd	Godfrey Creek	400	400	4.25	$ 3,400.00

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Grillot Construction, LLC

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 2 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
108	Hampstead 11	Hoover Rd.	Godfrey Creek	400	400	4.25	$ 3,400.00
109	Hampstead 12	Country Club	Unnamed	0	500	10.50	$ 5,250.00
110	Hampstead 13	Sloop Pt. Loop	Mullet Run	0	1500	10.50	$ 15,750.00
111	Hampstead 14	Royal Tern	Unnamed-Virginia Creek	0	500	4.25	$ 2,125.00
112	Hampstead 15	Shepards	County Line Brch.	400	400	4.25	$ 3,400.00
113	Hampstead 16	Fairway	Unnamed	2250	100	10.50	$ 24,675.00
114	Long Creek RP 1	Highsmith	Roscoe Creek	200	200	4.25	$ 1,700.00
115	Long Creek RP 2	Highsmith	Mill Creek	300	300	4.25	$ 2,550.00

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Grillot Construction, LLC

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 3 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
116	Long Creek RP 3	Little Kelly Rd	Trib-Riley Creek	100	100	4.25	$ 850.00
117	Long Creek RP 4	NC HWY 133	Turkey Creek	400	400	4.25	$ 3,400.00
119	Long Creek RP 6	Herrings Chapel Rd.	Mill Branch	0	200	4.25	$ 860.00
120	Long Creek RP 7	Bellhammon Forest Dr.	Unnamed Trib-Turkey Cr	0	2000	4.25	$ 8,500.00
121	Long Creek RP 8	Bellhammon Forest Dr.	Unnamed Trib-Turkey Cr	0	950	4.25	$ 4,037.50
139	Willard 1	Horse Branch Rd.	Trib-Lewis Creek	400	400	4.25	$ 3,400.00
140	Willard 2	Camp Kirkwood Rd	Trib-Lewis Creek	400	400	4.25	$ 3,400.00
141	Willard 3	US HWY 117	Lewis Creek	400	400	4.25	$ 3,400.00
142	Willard 4	Watha Rd.	Lewis Creek	400	0	10.50	$ 4,200.00

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each and submit with the proposal.

Contractor/Bidder Name: Grillot Construction, LLC

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 4 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
143	Willard 5	Willard Rd.	Tri-Sills Creek	400	400	10.50	$ 8,400.00
144	Willard 6	Willard Railroad St.	TribRockfish Creek	200	0	4.25	$ 850.00
145	Willard 7	Willard Rd	Bull Branch	400	400	4.25	$ 3,400.00
146	Willard 8	Willard Rd.	Trib-Doctors Cr	300	300	4.25	$ 2,550.00
147	Willard 9	Willard Rd.	Trib- Mill Creek	300	300	4.25	$ 2,550.00
					GRAND TOTAL OF TASK 1- (Add Pgs 1-4)		$ 168,095.00

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Grillot Construction, LLC

Task 2-Scope of Work: Streambank Stabilization **(Page 1 of 1)**

DSR No. 5038-	DSR Name/ Location	Mob/ Demob Qty ($)	Class I / II Rip-Rap Qty ($/tons)	Grading/ Earthwork /ECB/Geo-tech Fab ($/site)	Seeding/ Mulching ($/0.25 acre)	Ext. Cost ($)
047	Hampstead 1- NC Hwy 210	1 each	100 tons **CLASS II**	$	$	$
		$ 24,000.00	$ 240.00	25,000.00	3,200.00	76,200.00
048	Hampstead 2- Factory Rd	1 each	30 tons **CLASS I**	$	$	$
		$ 24,000.00	$ 392.00	25,600.00	4,200.00	65,560.00
049	Hampstead 3- Spring Garden Rd	1 each	180 tons **CLASS I**	$	$	$
		$ 24,000.00	$ 225.00	24,000.00	8,200.00	96,700.00
051	Hampstead 5- Long Lf./Cntry Club	1 each	0	$	$	$
		$ 30,000.00	$ 0.00	36,500.00	4,500.00	71,000.00
					GRAND TOTAL OF TASK 2- (Add Pg1 of 1)	**$** 309,460.00

NOTE: All rates above are to be inclusive of all mobilization/demobilization, insurance, bonds, operating costs, expenses, travel, mileage, equipment, tools, labor, subcontracted costs, per diem, disposal or **any** other cost incurred by the contractor to perform the requested services in this RFP. No additional hourly labor rate, mobilization or demobilization costs will be allowed in addition to the stated Unit Rate shown above. The Unit Rate shown above is the only costs that will be paid by the County for performing the work stated in this RFP.

NOTE: All rates above are to be inclusive of all mobilization/demobilization, insurance, bonds, operating costs, expenses, travel, mileage, equipment, tools, labor, subcontracted costs, per diem, disposal or any other cost incurred by the contractor to perform the requested services in this RFP. No additional hourly labor rate, mobilization or demobilization costs will be allowed in addition to the stated Unit Rate shown above. The Unit Rate shown above is the only costs that will be paid by the County for performing the work stated in this RFP.

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

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

To Whom It May Concern:

I have carefully examined the Request for Proposal (RFP) and any other documents accompanying or made a part of this RFP.

I hereby propose to perform the services as specified in the Scope of Work of this RFP at the rates described on the completed Attachment C: Bid Schedule for Task 1 and 2.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm, and that the firm is ready, willing, and able to perform if awarded a contract by Pender County.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Pender or any other offeror is interested in said proposal; and that the undersigned executed this Offeror's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that Pender County reserves the right to reject any or all proposals.

Name of Firm: Grillot Construction, LLC

Federal Employer Identification Number (FEIN): 58-2642699

Mailing Address: 2608 Engineers Road

City, State, Zip Code: Belle Chasse, Louisiana 70037

Phone: 504-394-5596 Email: kerry@grillotllc.com

Name and Title: Kerry Stafford, Managing Member

Authorized Signature: _____

Date: 08/05/2021

Subscribed and sworn to before me this 5th **day of** August, 2021 ~~2018~~. TP

Notary Public: _____

My Commission expires: April 29, 2023

Teresa D. Parrish NOTARY PUBLIC Pender County, NC

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

A completed and signed form shall be submitted with each proposal offer exceeding $100,000.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act

of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Grillot Construction, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Kerry Stafford

Date:
08/05/2021

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Grillot Construction, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2608 Engineers Road

Requester's name and address (optional)

6 City, state, and ZIP code
Belle Chasse, LA 70037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 8 – 2 6 4 2 6 9 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Skye Hitt Date ▶ 12-7-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BID BOND *(See instructions on reverse)*	DATE BOND EXECUTED *(Must not be later than bid opening date)* August 6, 2021	OMB Control Number: 9000-0045 Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*	TYPE OF ORGANIZATION *("X" one)*
Grillot Construction, LLC 2608 Engineers Road Belle Chasse, LA 70037	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION ☒ OTHER *(Specify)* LLC STATE OF INCORPORATION LA

SURETY(IES) *(Name and business address)*
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	August 6, 2021	37-07-5038
5%	5%	5%	5%	5%	FOR *(Construction, Supplies or Services)* Construction	Emergency Watershed Protection - Stream Clearing & Snagging Services and Streambank Stabilization

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Grillot Construction, LLC — **PRINCIPAL**

	1.	2.	3.	
SIGNATURE(S)	(Seal)	(Seal)	(Seal)	Corporate Seal
NAME(S) & TITLE(S) *(Typed)*	1. KERRY STAFFORD MANAGING MEMBER	2.	3.	

INDIVIDUAL SURETY(IES)

	1.	2.
SIGNATURE(S)	(Seal)	(Seal)
NAME(S) *(Typed)*	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Hudson Insurance Company 100 William Street, 5th Floor , New York, NY 10038	STATE OF INCORPORATION DE	LIABILITY LIMIT ($) $46,897,000
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) *(Typed)*	1. Scott C. Mahorsky Attorney-in-Fact	2. Catharine Roberts Witness	

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Previous edition is NOT usable

STANDARD FORM 24 (REV. 8/2016)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

STANDARD FORM 24 (REV. 8/2016) **BACK**

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Hudson Insurance Company organized and existing under the laws of the State of DE and licensed to do business in the State of NC certifies and agrees, that if contract for RFP/Invitation No. 37-07-5038, Emergency Watershed Protection - Stream Clearing & Snagging Services and Streambank Stabilization

for USA, Pender County NC

is awarded to Grillot Construction, LLC

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 6th day of August, 2021.

Hudson Insurance Company

By: _____

Scott C. Mahorsky , Attorney-in-Fact

HUDSON
INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Scott C. Mahorsky, Richard V. Dobbs, Jr., Christine A. Hartung

of the State of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 11th day of December, 20 17 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis, Corporate Secretary

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 11th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company; that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 6th day of August, 20 21.

(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2019

ASSETS

Bonds	$	345,619,567
Real estate		0
Cash on hand and on deposit		111,338,436
Reinsurance Receivable		356,648,283
FIT recoverable (including net deferred tax asset)		16,352,414
Aggregate write-ins for other than invested assets		374,021,233
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		68,255,801
Stocks		254,859,465
Other Assets		89,769,150
Total Assets	$	1,616,864,349

LIABILITIES & SURPLUS

Losses	$	232,135,659
Loss adjustment expense		27,181,246
Other expenses		27,548,056
Unearned Premiums		113,141,748
Ceded reinsurance premiums payable		605,079,295
Payable to parent, subsidiaries and affiliates		4,826,344
Commissions payable, contingent commissions and other similar charges		22,657,806
Other Liabilities		107,140,820
Total Liabilities	$	1,139,710,974
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		176,173,040
Surplus as regards policyholders	$	477,153,375
Total Liabilities and Surplus	$	1,616,864,349

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2019.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of March, 2020.

Keith Brennan
Keith M. Brennan
Controller

Subscribed and sworn to before me this 24th day of March, 2020.
My commission expires

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CAMERON GOURLAY NOTARY PUBLIC STATE OF NEW YORK

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Trader Construction Co.
PO Drawer 1578
New Bern, NC 28563

as Principal, hereinafter called the Principal, and the Principal and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called the Surety, are held and firmly bound unto

PENDER COUNTY NORTH CAROLINA
BURGAW, NC.

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of Amount of Bid-----($-------)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

EMERGENCY WATERSHED PROTECTION – STREAM CLEARING & SNAGGING SERVICES AND STREAMBANK STABILIZATION RFP NO. 37-07-5038

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of ,

Trader Construction Co.

Rhonda C Hawes
(Witness)

Carl C Hudson (Principal) (Seal)
PRESIDENT
(Title)

Travelers Casualty and Surety Company of America

Dorothy Rowe
(Witness)

(Surety) (Seal)
John W. Watson /Attorney-in-Fact(Title)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John W. Watson** of **CHARLOTTE**, **North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of February, 2021

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ATTACHMENT A: PROPOSAL FORM

Completed, signed, and notarized form shall be submitted with the proposal. Please attach a copy of your registration with the North Carolina Secretary of State.

A. OFFEROR INFORMATION:

Firm/Company Name (legal name): Trader Construction Co.

Mailing Address: PO Box 1578, New Bern, NC 28563

Payment Address (if different from mailing address): _____

Firm Telephone Number: (252) 633-2424

Federal Employer Identification Number (FEIN): _____

Social Security Number (only if FEIN is NOT provided): _____

Representative Name/Title: Chuck Gilgo, Project Manager

Representative Telephone Number: (252) 633-2424

Representative Email Address: cgilgo@traderconstruction.com

B. AUTHORIZATION TO TRANSACT BUSINESS IN NORTH CAROLINA

By signature of this form, I certify that the firm identified above in Item A is legally authorized to transact business in the State of North Carolina. *A copy of the Certification of Existence or registration is attached to this form.*

North Carolina Secretary of State Identification Number (SOSID): 0149082

- OR -

ATTACHMENT A: PROPOSAL FORM

Firm/company is not required to have/maintain registration because: _____

_____

_____

_____

_____

_____

_____

C. PAYMENT TERMS

☒ Net 30

☐ Other (Specify): _____

If payment terms are not specified above, then the terms shall be Net 30 Days.

D. ADDENDA

Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this RFP:

Addendum No. 1 Dated: 07/14/2021

Addendum No. 2 Dated: 07/27/2021

Addendum No. 3 Dated: 07/28/2021

Addendum No. 4 Dated: 8/4/2021

E. EXCEPTIONS

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

☒ Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

☐ Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted (attach additional sheets if necessary): _____

NOTE: Exceptions taken from the stated terms and/or specifications may be cause for proposals to be deemed "non-responsive".

F. COOPERATIVE PURCHASING

Offeror will extend term, conditions, and prices to other jurisdictions.

☒ Yes

☐ No

G. PROPOSAL CHECKLIST

This checklist is provided to assist offerors in submitting proposals. The proposal should include the following information in the quantities specified in Section 2.B Proposal Submission Requirements.

- ☒ Proposals developed according to the outline specified in Section 2.C Proposal Format Requirements and according to the instructions in Section 2.B Proposal Submission Requirements and elsewhere in this RFP.
- ☒ Attachment A: Proposal Form
- ☒ Attachment B: References Form
- ☒ Attachment C: Bid Schedule
- ☒ Attachment D: Offeror's Certification Form
- ☒ Attachment E: Certification Regarding Lobbying
- ☒ Attachment F: Pender County Vendor Form and Completed W-9 Form
- ☒ Other: FS 25-Bid, Payment, and Performance Bond Form

H. CONFLICT OF INTEREST

The offeror certifies that their proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Any purchase order, check requisition or contract from which any agent, officer, or employee of the County or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the County shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the County.

I. AUTHORIZATION

In accordance with the terms, conditions and specifications of this RFP, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid for a period of 180 days from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of firm named below.

Firm Name: Trader Construction Co.

ATTACHMENT A: PROPOSAL FORM

Print Name: Carl Huddle

Title: President

Signature: Carl Huddle

Date: 8/6/21

Subscribed and sworn to before me this 6th **day of** Aug, 2021 ~~2018.~~

Notary Public: Dorothy B. Rowe

My Commission expires: 5-21-25

DOROTHY C. ROWE NOTARY PUBLIC CRAVEN COUNTY, NORTH CAROLINA

ATTACHMENT B: REFERENCES

Completed form shall be submitted with the proposal. Provide at least three references. References must be for similar services provided and must have been completed within the past 10 years.

Offeror Name: Trader Construction Co.

Reference 1:

Name of Entity or Business: GREGORY POOLE EQUIP.

Street Address: 4807 BERYL ROAD

City, State and Zip Code: RALEIGH, NC 27606

Contact Name and Title: BRYANT BALENTINE, MANAGER

Phone Number: 252-561 - 6459

Email Address: balentine@gregpoole.com

Contract Dates: 6/5/21

Contract Amount: $2,100,000.00

Description of Services Provided: EQUIPMENT PURCHASE

Reference 2:

Name of Entity or Business: NUTRIEN, INC.

ATTACHMENT B: REFERENCES

Completed form shall be submitted with the proposal. Provide at least three references. References must be for similar services provided and must have been completed within the past 10 years.

Offeror Name: TRADEL CONSTRUCTION CO. (NEW BERN NC)

Reference 1:

Name of Entity or Business: TRUST FOR TOMORROW

Street Address: FAIRFIELD, NC 27826

City, State and Zip Code:

Contact Name and Title: Ed Temple, MANAGER

Phone Number: 252 - 333 - 0249

Email Address: edtemple@trustfortomorrow

Contract Dates: March 1, 2021 — DEC 30, 2021

Contract Amount: $4,000,000.00

Description of Services Provided: STREAM RESTORATIONS, CLEARING, GRUBBING, STORM DRAIN, HEAVY DRAINAGE STRUCTURES

Reference 2:

Name of Entity or Business: CITY OF NEW BERN

ATTACHMENT B: References

Street Address: Glenburnie Rd. New Bern, NC

City, State and Zip Code: _____

Contact Name and Title: George Chiles, Interim Public Works Director

Phone Number: 252-670-7985

Email Address: chilesg@newbernnc.gov

Contract Dates: Jan 2021 – Dec 2021

Contract Amount: 3 consecutive contracts totalling $1,000,000

Description of Services Provided: Clearing storm debris; sediment removal; hauling to Regional Landfill; Jet piping; Temporary Accesses; Traffic Control

Offeror Name: _____

Reference 3:

Name of Entity or Business: Craven County Planning

Street Address: House Bld

City, State and Zip Code: New Bern, NC

Contact Name and Title: Mr. Chad Strawn, Asst. County Planner

Also, Mr. Rudy Smithwick and Mr. Wayne Floyd

ATTACHMENT B: References

Phone Number: 252-229-2327

Email Address: CSstrawn@cravencountync.gov

Contract Dates: FEB 2021 — SEPT 2021

Contract Amount: $2.8 Million

Description of Services Provided: Shoreline Restoration in Restoration Site Approx 35 sites Heavy Hauling, Grading, Compacting, Testing Surveying, Seeding, Erosion Control

NOTE: Do not include or attach additional pages.

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Trader Construction Co.

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 1 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
047	Hampstead 1	NC HWY 210	Harrison Creek	0	300	12.00	$ 3,600.00
048	Hampstead 2	Factory Rd	Unnamed	200	650	12.00	$ 10,200.00
049	Hampstead 3	Spring Garden	Old Topsail Cr.	0	200	12.00	$ 2,400.00
050	Hampstead 4	Kings Landing	Old Topsail Cr.	300	0	12.00	$ 3,600.00
051	Hampstead 5	Long Leaf/CC	Nixon Creek	2600	0	42.00	$ 109,200.00
052	Hampstead 6	Country Club	Nixon Creek	800	0	42.00	$ 33,600.00
053	Hampstead 7	Sloop Pt. Loop	Nixon Creek	540	0	12.00	$ 6,480.00
106	Hampstead 9	Hughes Rd	Mill Creek	400	400	12.00	$ 9,600.00
107	Hampstead 10	Hoover Rd	Godfrey Creek	400	400	12.00	$ 9,600.00

ATTACHMENT B: References

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Trader Construction Co.

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 2 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
108	Hampstead 11	Hoover Rd.	Godfrey Creek	400	400	12.00	$ 9,600.00
109	Hampstead 12	Country Club	Unnamed	0	500	12.00	$ 6,000.00
110	Hampstead 13	Sloop Pt. Loop	Mullet Run	0	1500	12.00	$ 18,000.00
111	Hampstead 14	Royal Tern	Unnamed-Virginia Creek	0	500	12.00	$ 6,000.00
112	Hampstead 15	Shepards	County Line Brch.	400	400	12.00	$ 9,600.00
113	Hampstead 16	Fairway	Unnamed	2250	100	12.00	$ 28,200.00
114	Long Creek RP 1	Highsmith	Roscoe Creek	200	200	12.00	$ 4,800.00
115	Long Creek RP 2	Highsmith	Mill Creek	300	300	12.00	$ 7,200.00

ATTACHMENT C: BID SCHEDULE

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Trader Construction Co.

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 3 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
116	Long Creek RP 3	Little Kelly Rd	Trib-Riley Creek	100	100	42.00	$ 8,400.00
117	Long Creek RP 4	NC HWY 133	Turkey Creek	400	400	42.00	$ 33,600.00
119	Long Creek RP 6	Herrings Chapel Rd.	Mill Branch	0	200	42.00	$ 8,400.00
120	Long Creek RP 7	Bellhammon Forest Dr.	Unnamed Trib-Turkey Cr	0	2000	42.00	$ 84,000.00
121	Long Creek RP 8	Bellhammon Forest Dr.	Unnamed Trib-Turkey Cr	0	950	42.00	$ 39,900.00
139	Willard 1	Horse Branch Rd.	Trib-Lewis Creek	400	400	42.00	$ 33,600.00
140	Willard 2	Camp Kirkwood Rd	Trib-Lewis Creek	400	400	42.00	$ 33,600.00

ATTACHMENT C: BID SCHEDULE

141	Willard 3	US HWY 117	Lewis Creek	400	400	42.00	$ 33,600.00
142	Willard 4	Watha Rd.	Lewis Creek	400	0	42.00	$ 16,800.00

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each and submit with the proposal.

Contractor/Bidder Name: Trader Construction Co.

Task 1-Scope of Work: Stream Clearing & Snagging **(Page 4 of 4)**

DSR No.	DSR Name	Location	Creek	Upstream Qty (LF)	Downstream Qty (LF)	Unit Rate ($)	Total Cost ($)
143	Willard 5	Willard Rd.	Tri-Sills Creek	400	400	42.00	$ 33,600.00
144	Willard 6	Willard Railroad St.	TribRockfish Creek	200	0	42.00	$ 8,400.00
145	Willard 7	Willard Rd	Bull Branch	400	400	42.00	$ 33,600.00
146	Willard 8	Willard Rd.	Trib- Doctors Cr	300	300	42.00	$ 25,200.00
147	Willard 9	Willard Rd.	Trib- Mill Creek	300	300	42.00	$ 25,200.00

ATTACHMENT C: BID SCHEDULE

					GRAND TOTAL OF TASK 1- (Add Pgs 1-4)		$ 695,580.00

Addendum #4

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Trader Construction Co.

Task 2-Scope of Work: Streambank Stabilization **(Page 1 of 1)**

DSR No. 5038-	DSR Name/ Location	Mob/ Demob Qty ($)	Class I / II Rip-Rap Qty ($/tons)	Grading/ Earthwork /ECB/Geo-tech Fab ($/site)	Seeding/ Mulching ($/0.25 acre)	Ext. Cost ($)
047	Hampstead 1- NC Hwy 210	1 each	100 tons **CLASS II**	$	$	$
		$ 10,000.00	$ 150.00	3,100.00	2,400.00	30,500.00
048	Hampstead 2- Factory Rd	1 each	30 tons **CLASS I**	$	$	$
		$ 10,000.00	$ 150.00	3,380.00	2,400.00	20,280.00
049	Hampstead 3- Spring Garden Rd	1 each	180 tons **CLASS I**	$	$	$
		$ 10,000.00	$ 150.00	1,950.00	2,400.00	41,350.00
051	Hampstead 5- Long Lf./Cntry Club	1 each	0	$	$	$
		$ 10,000.00	$ 0	1,300.00	2,400.00	13,700.00
					GRAND TOTAL OF TASK 2- (Add Pg1 of 1)	$ 105,830.00

NOTE: All rates above are to be inclusive of all mobilization/demobilization, insurance, bonds, operating costs, expenses, travel, mileage, equipment, tools, labor, subcontracted costs, per diem, disposal or **any** other cost incurred by the contractor to perform the requested services in this RFP. No additional hourly labor rate, mobilization or demobilization costs will be allowed in addition to the stated Unit Rate shown above. The Unit Rate shown above is the only costs that will be paid by the County for performing the work stated in this RFP.

ATTACHMENT C: BID SCHEDULE

Complete Bid Schedule for each task and submit with the proposal.

Contractor/Bidder Name: Trader Construction Co.

Task 2-Scope of Work: Streambank Stabilization **(Page 1 of 1)**

DSR No. 5038-	DSR Name/ Location	Mob/ Demob Qty ($)	Class I Rip-Rap Qty ($/tons)	Grading/ Earthwork /ECB/Geotech Fab ($/site)	Seeding/ Mulching ($/0.25 acre)	Ext. Cost ($)
047	Hampstead 1- NC Hwy 210	1 each	300 tons	$	$	$
		$	$			
048	Hampstead 2- Factory Rd	1 each	30 tons	$	$	$
		$	$			
049	Hampstead 3- Spring Garden Rd	1 each	176 tons	$	$	$
		$	$			
051	Hampstead 5- Long Lf./Cntry Club	1 each	0	$	$	$
		$	$			
					GRAND TOTAL OF TASK 2- (Add Pg1 of 1)	**$**

NOTE: All rates above are to be inclusive of all mobilization/demobilization, insurance, bonds, operating costs, expenses, travel, mileage, equipment, tools, labor, subcontracted costs, per diem, disposal or **any** other cost incurred by the contractor to perform the requested services in this RFP. No additional hourly labor rate, mobilization or demobilization costs will be allowed in addition to the stated Unit Rate shown above. The Unit Rate shown above is the only costs that will be paid by the County for performing the work stated in this RFP.

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

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

To Whom It May Concern:

I have carefully examined the Request for Proposal (RFP) and any other documents accompanying or made a part of this RFP.

I hereby propose to perform the services as specified in the Scope of Work of this RFP at the rates described on the completed Attachment C: Bid Schedule for Task 1 and 2.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm, and that the firm is ready, willing, and able to perform if awarded a contract by Pender County.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Pender or any other offeror is interested in said proposal; and that the undersigned executed this Offeror's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that Pender County reserves the right to reject any or all proposals.

Name of Firm: Trader Construction Co.

Federal Employer Identification Number (FEIN): _____

Mailing Address: PO Box 1578, New Bern, NC 28563

City, State, Zip Code:

Phone: (252) 633-2424

Email: cgilgo@traderconstruction.com

Name and Title: Carl Huddle, President

Authorized Signature: _____

Date: 8-6-21

Subscribed and sworn to before me this 6th **day of** Aug, 2021 ~~2018~~.

Notary Public: Dorothy B. Rowe

My Commission expires: 5-21-25

DOROTHY B. ROWE NOTARY PUBLIC CRAVEN COUNTY, NORTH CAROLINA

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

A completed and signed form shall be submitted with each proposal offer exceeding $100,000.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act

of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Trader, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: Carl Huddle

Name and Title of Contractor's Authorized Official: Carl Huddle, President

Date: 9/6/21

ATTACHMENT F: PENDER COUNTY VENDOR FORM AND W9

A completed and signed Pender County Vendor Form shall be submitted with each proposal offer along with a completed W-9 Form. Please find these forms attached on the following pages.

Pender County Vendor Form Not Required by Vendor for This Project Only

Submit W-9

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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
TRADER CONSTRUCTION Co.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO DRAWER 1578

Requester's name and address (optional)

6 City, state, and ZIP code
NEW BERN NC 28563

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
56 - 1010597

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 8/6/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Zach White
DATE:	September 7, 2021
SUBJECT:	Recommendation for Approval of Budget Amendment, Purchase Order, and Contract for Pender County Parks and Recreation Master Plan Update

SUMMARY:
The current Pender County Parks and Recreation Master Plan, adopted in 2010, was designed to have a 10-year life span and is now due for an update.

The goals of the Parks and Recreation Master Plan Update are to establish a comprehensive Master Plan that is applicable to the current and projected conditions in Pender County that will effectively guide the County for the next ten years in the acquisition, development, management, and maintenance of parks and recreation areas, facilities amenities, and programs, as well as address funding and the equitable allocation of resources. The plan should also align with the goals and directives of the Pender 2.0 Comprehensive Land Use Plan and meet requirements for grant funding through the Parks and Recreation Trust Fund, the Land and Water Conservation Fund, and other major funders. The Update will also allow Pender County to remain an eligible and competitive applicant for regional and national grant funding.

A Request for Proposals (RFP) from qualified vendors for the update of the existing Comprehensive Parks and Recreation Master Plan was issued on July 14, 2021. The requested scope of services for the Plan included an Inventory and Analysis of Parks, Recreation Areas, Greenways, Open Space, Trails, Facilities, Amenities and Programing, Public Engagement, Recreation Service Districts, Maintenance and Operations, Land Acquisition and Park Development, Budget Analysis and Assessment, Benchmark and Comparison of Parks and Recreation Services, Strategic Action Plan, Progress Reporting, and the Final Plan and Supporting Materials. The budget range for the project was $30,000 to $50,000.

Following the advertisement of the RFP and the receipt of five proposals, Staff conducted interviews with the three highest scoring qualified firms, McGill Associates,

Alfred Benesch Company, and Green Play LLC. Although all firms provided a strong proposal and demonstrated their ability to complete the project, McGill and Associates, as the lowest responsive, responsible bidder and recipient of the highest bid tabulation score, was selected as the firm to work with Staff, the Planning Board, Elected Officials, and the public to complete the project.

The total project budget for the Parks and Recreation Master Plan Update is $47,200. Staff recommend approval of the budget amendment, as presented, for $47,200 to McGill Associates from account number 665-404500, and approval of the purchase order and contract for the Parks and Recreation Master Plan Update.

Thesupporting documentation listed below is attached to this item:

- Request for Proposal
- Proposals (McGill Associates, Alfred Benesch Company, Green Play)
- Bid Tabulation Summary
- Budget Amendment

ACTION REQUESTED:
To consider approval of the budget amendment as presented and approval of the purchase order and contract with McGill Associates for the Pender County Parks and Recreation Master Plan Update.

REQUEST FOR PROPOSAL # 210713-202

Parks and Recreation
Comprehensive Master Plan Update

Issued: July 14, 2021
Questions Due: July 26, 2021 by 12 noon EST
Proposals Due: August 12, 2021 by 3pm EST

1. INTRODUCTION

Pender County, NC is issuing a Request for Proposals (RFP) from qualified vendors for the update of an existing Comprehensive Parks and Recreation Master Plan.

The requested plan will update the current 2010 Parks and Recreation Master Plan, providing a 10-year vision for parks, recreation areas, open space, trails, facilities, programing and addressing recommended action items from the Pender 2.0 Comprehensive Land Use Plan. The plan should include research, public involvement, the development of recommendations and implementation measures for acquisitions and development, as well as the identification of recreation service districts, and assignment of monetary value to recreational amenities/units. The selected vendor will have proven experience and knowledge in parks and recreation planning, project management, and effective public involvement processes.

Proposals must be submitted by no later than 5:00pm on July 21, 2021, and can be submitted electronically, by mail, or in-person.

To submit electronically:

Please provide one (1) electronic (PDF) version by email to Vanessa Lacer at vlacer@pendercountync.gov.

To submit by mail or in-person:

Please provide five (5) copies of the proposals, clearly labeled as "Parks and Recreation Comprehensive Master Plan," and mail or deliver to the following addresses:

Pender County Planning and Community Development

Mailing address: P.O. Box 5, Burgaw, NC, 28425
Physical address: 805 South Walker Street, Burgaw NC, 28425

Proposals submitted after the deadline of July 21, 2021, will not be considered. Additionally, if submittals do not meet the requirements of this request, or if they are mailed/delivered to any office other than the main office for the Pender County Planning and Community Development Department, they will be disqualified. No exceptions will be granted.

2. BACKGROUND

Located in southeastern North Carolina, Pender County is approximately 25 miles north of Wilmington, and at 933 square miles, is the 5th largest county in the state. 2010 Census data estimated the total population for Pender County at 52,217, and in 2019, American Community Survey data estimated the total population at 63,060. Pender County includes five (5) incorporated towns and one (1) incorporated village. The two fastest growing areas in Pender County, over the last decade, have been the unincorporated areas of Hampstead and Rocky. Pender County includes both urban and rural areas as well as a National Battlefield and State-owned Game Lands.

Pender County currently operates and maintains three (3) parks: the 57-acre Kiwanis Park in Hampstead, the 31-acre Millers Pond Park in Rocky Point, and the 25-acre Pender Memorial Park in Burgaw. Pender County also maintains other properties that provide parks and recreation services and amenities, including the Holly Shelter Shooting Range, Courthouse Square, Hampstead Annex, Pender Land Greenway, and Penderlea Community Park.

3. PLAN GOALS

The goals of the plan update are to establish a comprehensive Master Plan that is applicable to the current and projected conditions in Pender County that will effectively guide the County for the next ten years in the acquisition, development, management, and maintenance of parks and recreation areas, facilities amenities, and programs, as well as address funding and the equitable allocation of resources. The plan should also align with the goals and directives of the Pender 2.0 Comprehensive Land Use Plan and meet requirements for grant funding through the Parks and Recreation Trust Fund, the Land and Water Conservation Fund, and other major funders.

4. SCOPE OF SERVICES

The Comprehensive Master Plan process should be approached collaboratively with the community, stakeholders, and staff. Staff will be active participants in the planning process, and to-date have completed a community survey, public forums, and an asset inventory for the Plan update.

A. **Inventory and Analysis of Parks, Recreation Areas, Greenways, Open Space, Trails, Facilities, Amenities and Programing**
   - Compile an inventory of existing parks, recreation areas, open space, trails, facilities, and amenities owned, operated and/or maintained by Pender County.
   - Perform an assessment of existing parks, recreation areas, greenways, open space, trails, facilities, and amenities owned, operated and/or maintained by Pender County. The assessment shall include a comparative analysis to communities of similar size, density and rural/urban make up and use nationally accepted standards. The analysis should consider the capacity, functionality, accessibility, and condition of each amenity and assign monetary values to recreational amenities/units.

- Compile an inventory of the Parks and Recreation Department's current level of recreation programs, services, and staffing.
- Perform an assessment of recreation programs, services, and staffing. The assessment shall include a comparative analysis to communities of similar size, density and rural/urban make up and using use nationally accepted standards. The analysis should consider County demographics, present and future, as well as assign monetary values to recreational programming, services and staffing and provide recommendations for minimizing duplications or enhancing possibilities for collaborative partnerships where appropriate.
- Compile an inventory of existing parks, recreation areas, open space, trails, recreation facilities, and programing in Pender County owned, operated and/or maintained by other agencies or organizations which allow public use of their facilities.

B. **Public Engagement**
- Identify, describe, and implement a comprehensive strategy and methodology for citizen involvement in the Comprehensive Master Plan development process.
- Conduct a minimum of five (5) focus groups meetings (with target groups) and a minimum of (10) individual stakeholder interviews.
- Act as professional facilitators to gather specific information about services, use, preferences and any agency strengths, weaknesses, opportunities, and threats.
- Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open, and proactive public participation is achieved.
- Provide written records and summaries of the results of all public process and communication strategies.
- Provide public participation data analysis
- Provide information for informed decision making for the Parks and Recreation Advisory Board and the Board of County Commissioners.

C. **Recreation Service Districts**
- Identify recreation service districts within Pender County for the equitable allocation and distribution of parks, recreation areas, open space, trails, facilities, amenities, and programing (county owned and public use facilities). Identify any inequalities between recreation service districts and recommend actions to address, as needed.

D. **Maintenance and Operations**
- Perform an analysis of the Parks and Recreation Department's infrastructure, deferred maintenance, and capital needs within the next 10years. This analysis should include parks, recreation facilities, greenways and open spaces owned, operated and/or maintained by Pender County. The goal should be to provide enough information for Parks and Recreation Department staff to develop a Maintenance Management Plan following the adoption of the Comprehensive Parks and Recreation Master Plan.
- Develop prioritized recommendations for maintenance and renovation of parks, trails, and recreation facilities.

E. **Land Acquisition and Park Development**

- Develop prioritized recommendations for acquisition of land for development of parks, recreation facilities, trails, greenways, and open spaces. Recommendations should consider current and future demographics, public input data, the equitable distribution of assets within the county, and nationally accepted standards.
- Identify opportunities for available funding and acquisition alternatives, such as FEMA buyout and County surplus property.

F. **Budget Analysis and Assessment**

- Perform an analysis of the Parks and Recreation Department's Operating Budget with emphasis on better efficiency, cost reduction, cost recovery and proprietary services.
- Provide a user fee analysis for facilities, programs, and services.
- Identify opportunities to increase revenue generation within the department.
- Identify opportunities for alternative funding through partnerships, the Parks Foundation, and other external sources (ex: parks bond, fee in lieu).
- Develop recommendations for operations, staffing, maintenance, programming, and funding needs.

G. **Benchmark and Comparison of Parks and Recreation Services**

- Benchmark and compare the Parks and Recreation services of like counties in the region and state as it relates to their offerings with parks, recreation facilities, trails, greenways and open spaces, programming, services, budget, and staffing levels.

H. **Strategic Action Plan**

- Collect and analyze demographic information for the community.
- Collect and analyze information on participation, needs, desires, operations, programming, and land use trends and make level of service recommendations.
- Identify areas of service shortfalls and projected impact of future trends.
- Provide useable and workable definitions and recommendations for designed park and open space with acreages and parameters defined as appropriate.
- Develop recommendations for operations, staffing, maintenance, programming, and funding needs.
- Provide a clear plan for development of programming direction based on standards and demand analysis.
- Develop priorities for development of existing park land, recreation facilities, open space, trails, park maintenance, and administration of facilities for the future.
- Provide a maintenance and operation analysis.
- Identify opportunities for available funding and acquisition alternatives.

I. **Progress Reporting**

- The vendor, Assistant County Manager, Long Range Planner, and Parks and Recreation staff shall hold progress meetings as often as necessary, but in no case less than once per

month until the final plan is approved by the County Commissioners. The vendor shall supply the County with an electronic copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the County at least three (3) working days before each progress meeting. The Long Range Planner shall schedule the meetings, as necessary, at key times during the development of the Comprehensive Parks and Recreation Master Plan.

J. **Final Plan and Supporting Materials**

- The Comprehensive Parks and Recreation Master Plan must include written goals, plans, objectives, and policy statements that articulate a clear vision and "road map" for the Parks and Recreation Department's next ten (10) years
- A summary of existing conditions, inventories, staffing and level of service analysis
- A financial analysis and capital improvement plan
- A strategic action plan
- Appropriate written materials and graphics (maps, charts, etc.) to be used for public presentations, to include a current map and a final map plan outlining future park development opportunities
- A version of the final Master Plan document consisting of fifteen (15) printed and bound color copies
- Electronic copies of the final Master Plan document in both PDF and Word formats

5. INSTRUCTIONS FOR PROPOSAL

Proposals shall include all of the following: failure to address all requirements may result in the proposal being deemed non-responsive.

A. Project Approach, Content, and Timeline
   - A letter of submission shall include the name, address, and telephone number of the person(s) who is authorized to legally represent the vendor. A narrative that presents the services the vendor would provide detailing the approach, methodology, deliverables, and client meeting to be provided. A proposed timeline for preparation and implementation of the Comprehensive Parks and Recreation Master Plan and its components.

B. Past Project Experience and Client References
   - Background on the vendor and its experience in preparing comprehensive parks and recreation master plans for public agencies. Of particular interest are engagements involving communities with characteristics similar to Pender County.
   - At least five (5) public agency references for projects of a similar nature to this project and a description of the projects to minimally include client, location, contact person, contact information, and a brief description of the project.

C. Qualifications and Demonstrated Competencies, Specifically County Parks, Recreation and Open Space Master Planning

- Identification of the personnel to be assigned to the project including resumes of related experience.

D. Staffing Capacity and Availability
   - Identification of the number of staff, and their availability for work on the project in terms of weekly schedule and total number of available hours.

E. Project Fee Structure and Cost Estimate
   - Provide the estimated project cost for services in an itemized work format.

6. PRELIMINARY PROJECT SCHEDULE

- Proposals August 12, 2021 by 3pm EST
- Questions on Proposal due by July 26, 2021 at 12noon EST
- Vendor interviews/presentations August 17-19, 2021
- Recommendation for Contract Award to Board of County Commissioners September 7, 2021
- Project Kickoff September 8, 2021
- Draft Comprehensive Master Plan completed December 31, 2021
- Presentation of draft Plan by the vendor to the Board of County Commissioners early January 2022
- Final Plan completed January 31, 2022
- Plan adoption February 2022

7. EVALUALTION AND AWARD CRITERIA

Proposals will be evaluated by a Selection Committee. The Selection Committee will review proposals and award using the evaluation criteria below:

1. Overall content, project approach and understanding of the project scope including the proposed budget (25%)
2. Team organization, project lead, availability, work in progress and client references (25%)
3. Past project experiences, qualifications and demonstrated competencies, specifically related to County Parks, Recreation and Open Space Master Planning (20%)
4. Project Schedule/Timeline (15%)
5. Interview/Presentation (15%)

The County reserves the right to reject any and all proposals submitted.

Please direct questions regarding the Request for Proposal to:

Vanessa Lacer, Long Range Planner
910-259-1274
vlacer@pendercountync.gov

PENDER COUNTY

STATEMENT OF QUALIFICATIONS
PARKS AND RECREATION COMPREHENSIVE MASTER PLAN UPDATE

RFP # 210713-202

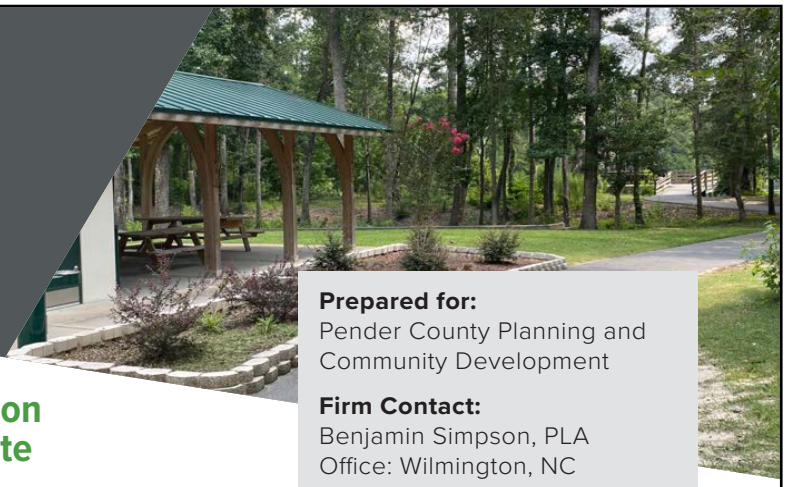
75 years benesch

12 AUG
2021

ALFRED BENESCH & COMPANY

PENDER COUNTY

RFP #210713-202



Prepared for:
Pender County Planning and Community Development

Firm Contact:
Benjamin Simpson, PLA
Office: Wilmington, NC
P: 910-344-0143
C: 704-236-5092
E: bsimpson@benesch.com

Pender County Parks and Recreation Comprehensive Master Plan Update

Successfully completing Pender County's Parks and Recreation Comprehensive Master Plan Update will require multi-faceted planning and a design team with the skills and expertise to efficiently assess your needs and bring that vision to reality. Benesch brings you such a team that has a proven track record for successful park master plan updates across North Carolina. Specifically, we bring the following benefits to this project:

Local, Coastal Office in Wilmington

Proposed Project Manager, Benjamin Simpson, PLA has successfully delivered several projects for coastal communities just like yours including ***Pasquotank and Brunswick County***. Coastal regions experience seasonal population influxes that must be accommodated for when making a master plan. Ben and the Benesch Team will capitalize on their familiarity with these challenges to craft a plan that complements the site's environment and the community in which it serves. Ben knows how to work with stakeholders to develop a project that best matches your vision and best serve the needs of the local population.

Community Engagement Experts

Through our experience with focus groups, public workshops, mass surveys and web-based programs, we are able to develop an organized engagement program that works best for your community and serves your highest priorities. Benesch team members are adept at facilitating engaging opportunities to listen to the individualized needs of each community. During this unprecedented time of social distancing and virtual interactions, we are equipped to respond with alternative survey and communication methods. We will develop an engagement program that keeps your community safe and serves your highest priorities.

Experience Securing Grant Funding

Benesch has assisted dozens of communities and agencies across North Carolina in obtaining PARTF and other funding sources, such as Safe Routes to School, LWCF, Environmental Enhancement Grants (EEG) and more. Our experience includes developing PARTF approved system-wide and park site specific master plans, greenways and surveys as well as full applications. This assistance has led to several millions of dollars in grant awards. Such experience allows us to plan for these standards with ease and deliver a quality plan and application on schedule.

Thank you for the opportunity to submit our qualifications for this project. Benesch would be honored to work alongside your staff on this exciting project. Please reach out should you have any questions.

Sincerely,

Benjamin Simpson, PLA
Senior Project Manager

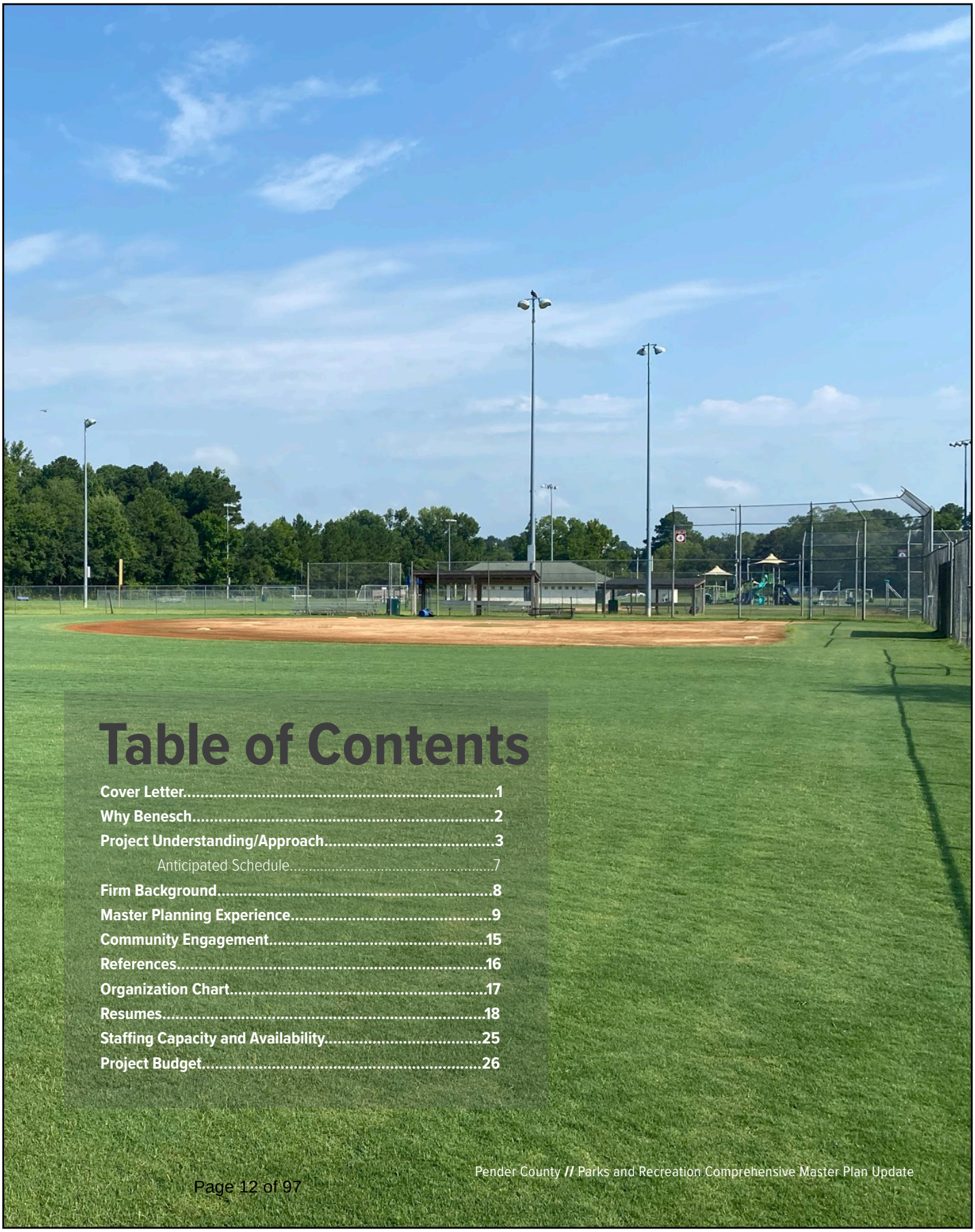
Brian Cannella, PLA
Project Principal

Parks & Recreation Master Planning Pros

Ocean Isle Beach Park - New Brunswick County, NC

Owens Recreational Park PARTF Map - Franklin County, NC

Comprehensive Park and Recreation Master Plan - Pasquotank County, NC



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Hampstead Kiwanis Park

Project Understanding & Approach

Located about 25 miles north of Wilmington and 115 miles southeast of Raleigh, Pender County is home to about 63,000 residents who enjoy a multitude of parks, beaches, trails and natural areas. The continued growth of Pender County has brought the need to develop an updated systemwide plan for parks and recreation that will guide management, development and funding of recreation facilities, trails and programs for the next 10 years.

Pender County's parks system serves more than the local population. The County's location on the coast attracts people from across the region during the summer vacation season. However, since the pandemic began this season has extended even longer on both ends as more people find it easier to work remotely. These travelers impact a County's park system. In addition, the presence of the Angola Bay and Holly Shelter Game Lands and Moores Creek National Battlefield bring an additional impact to the County and region as they seek passive and educational recreation opportunities outside of those offered in the region. Benesch understands how to accommodate the visitors and transient populations while still making County residents happy.

Specific goals of the comprehensive parks and recreation master plan update include:

- ✓ **Establish a comprehensive master plan applicable to current and projected conditions in Pender County**
- ✓ **Guide the County in acquisition, development, management, and maintenance for the next 10 years**
- ✓ **Address funding and equitable allocation of resources**
- ✓ **Conduct an operations and maintenance plan review and analysis**
- ✓ **Align the plan update with the goals and directives of the Pender 2.0 Comprehensive Land Use Plan**
- ✓ **Meet requirements for grant funding through PARTF, LWCF and other major funders**

The Benesch approach to accomplishing the objectives and desired scope items listed in the RFP is grounded in staying on top of trends in recreation by being an active participant in National and State conferences and initiatives. Additionally, our work throughout the Eastern United States keeps us constantly informed on new ideas in parks and recreation around the country. Our project team is made up of professionals who have worked for communities of all sizes each with their own unique set of challenges and goals.

Scope of services currently identified in the RFP are very similar to other system-wide plans we have prepared. This outline for the Pender County planning process includes:

A. Inventory and analysis of parks, recreation areas, greenways, open space, trails, facilities, amenities, and programming
B. Public engagement
C. Recreation service districts
D. Maintenance and operations
E. Land acquisition and park development
F. Budget analysis and assessment
G. Benchmark and comparison of parks and recreation services
H. Strategic master plan
I. Progress reporting
J. Final plan and supporting materials

We have detailed an approach that incorporates these elements into an efficient process that makes the best use of time while informing us on the system as it exists today along with the desires of residents and community leaders of Pender County for the next ten years.

A. Inventory, Analysis and Data Collection

Our process will begin with a conference call with the County Representative who will serve as the project contact to the

Benesch team for the duration of the master plan process. The purpose of this call will be to discuss the upcoming kick-off meeting, identify potential interview participants, stakeholders and possible focus group or steering committee participants and begin the collection of data that will be needed for the master plan development. A project kick-off date will be established and the Benesch team will begin preparations for their first visit to Pender County.

Kick-off Meeting (Trip 1)

Our first visit to the County will be to conduct a kick-off meeting, interviews and park site visits. Beginning with the kick-off meeting with County project team representatives, we will set critical dates, identify any known issues, review interview, stakeholder and focus group participant lists and get a general overview of the park system from a county staff perspective. The kick-off meeting will be followed by a highlight tour of the parks system. This will give the Benesch team an opportunity to get an overview of the facilities and user groups as they exist today.

The second day of our visit will include the Benesch project team making their site visits to the parks, trails, beach accesses and natural areas around the County. These visits will allow us to assess the level of maintenance, identify safety issues and compliance with ADA (Americans with Disabilities Act). Our team will confirm, and update facility inventories provided by the County and review general design issues and/or opportunities we see in the County's facilities. Our understanding of each individual facility will be critical as we assess the current service areas and distribution of the parks and facilities in relation to the population. The team will also visit any sites that have been identified for potential park system acquisitions for park and/or facility development opportunities within the County.

Along the way Benesch would propose one on one interviews with County staff and others who can provide information and data about parks and operations. These interviews are intended to provide the Benesch team with details about the system through the eyes of those who make funding and operation decisions that affect parks.

B. Community Engagement (Trip 2)

Our second visit to Pender County will be to conduct our community engagement process which is the most critical step in the development of the master plan. We have employed a variety of community engagement methods and tailor each process to fit the specific needs of the community where we are working. We know that ultimately, it is the goal of the County to implement a successful strategy that ensure positive, open and proactive community involvement.

Understanding Coastal Development Challenges

Benesch has worked on multiple projects in coastal North Carolina for Brunswick and Pasquotank County.

Team members *Benjamin Simpson, PLA; Jon Wood, PLA, CLARB* and *Kirsten Radomski, PLA* have worked on several coastal community parks master plans including Waccamaw District Park, Smithville Park, Ocean Isle Beach Park, and Lake Park in Carolina Beach.

From these projects they have learned how to design projects while working around the complications associated with coastal development such as extremely flat surfaces and poorly drained soils.

Participation and information gathering are best obtained through community open houses, focus group meetings and/or individual stakeholder interviews.

There are a variety of methods for conducting community open houses. We find the most successful format is the walk-in open house format where residents can drop in, participate in a series of interactive activities, and have the opportunity for one-on-one time with the design professionals. Given the current state of our country with the need for maintaining social distance, our typical open house activities are translatable to an online format should the timing of the meetings fall within a high-risk time of year.

In addition, the County would like to have Benesch conduct a least five (5) focus group meetings and ten (10) individual stakeholder interviews throughout the process, As mentioned, Benesch will work with the County to craft an engagement process that you feel will work best for your community.

C- G. Recreation Plan Elements

Several components go into the development of a parks and recreation master plan. As part of our planning process, some of the components we look at include:

- Equitable distribution of facilities and programming; proposed improvements in allocation
- Assessment and recommendations related to staffing, maintenance, operations
- General compliance with regards to ADA guidelines within all facilities as well as access to the facilities
- Application of the principles of Crime Prevention Through Environmental Design (CPTED) for each facility, especially as it relates to deferred maintenance
- Review land acquisition and development opportunities, funding mechanisms
- Assessment and recommendations of budgets, CIP and user fees
- Benchmarking and comparison of County services within the region and state

Needs and Priorities Assessment

Prior to our initial visit to Pender County, the Benesch team will gather GIS data to map existing parks and service areas based on NRPA Level of Service Standards as well as other undeveloped County Owned lands that could be considered for future recreation development. We will also begin our demographic analysis to gain an understanding of the year-round population, but also the transition of the population during peak tourist periods throughout the year. This information will be critical in understanding the use of parks and facilities and their geographic relationship to the residents and visitors of Pender County.

H. Strategic Action Plan

At the conclusion of the community engagement and recreation plan element gathering process, the team will begin the development of the strategic action plan which will be developed consistent with the identified tasks in the scope of services. The action plan will include a demographic report showing current and projected future population with accompanying graphics depicting population makeup by age, ethnicity and gender. An analysis will provide take-aways for potential impacts on future park development as relates to the future population of the County.

An inventory and conditions report will detail the facility site visits providing a full listing and mapping for the existing parks, beach accesses, trails, and natural areas. Each individual facility will have a write-up identifying the facility classification, location, acreage, and existing amenities.

Identifying Needs and Priorities

Pender Memorial Park

Our team can help plan a capital budget to pave and strip the parking lot above.

Holly Shelter Shooting Range

Pender County enjoys a diverse group of parks. Benesch seeks to help instill a sense of connectivity and coherence throughout the park system.

Recommendations will be made regarding updates, replacements, and the addition of new amenities. Where appropriate, natural, and cultural resource recommendations will also be included in the facility site assessments.

The action plan will document the outreach and Needs and Priorities Assessment as identified in the engagement portion of our work and will detail the existing system analysis using NRPA, demographic trends and comparisons to similar sized communities as the basis for establishing future level of service and park distribution. Staffing, operations, maintenance, and budget funding levels will be evaluated based on current service levels and maintained acres and new staff will be recommended accordingly for existing as well as new park and facility development.

PARTF Experience

Benesch has been involved with PARTF funding opportunities for over 20 years. We have assisted dozens of communities in realizing several million dollars in PARTF funding, including:

- City of Sanford – Kiwanis Family Park
- City of Lexington – Washington Park
- City of Mebane – Mebane Community Park
- City of Goldsboro – Mina Weil Park
- Town of Fairview – Fairview Park
- Town of Spencer – Fred Stanback Preserve
- Town of Landis – Lake Corriher Wilderness Area
- Yadkin County – Yadkin Memorial Park
- Town of Stallings – Stallings Nature Trail and Activity Area
- Town of Bailey – Bailey Middlesex Community Park Phase II
- City of Kannapolis – Village Park
- Davidson County – Yadkin River Park
- Town of Harrisburg – Harrisburg Park
- Town of Rutherford College – Greenway Park

Benesch is well versed in the PARTF process and maintains frequent contact with all of the RRS consultants. This helps to make sure that our PARTF deliverables provide the best opportunities for PARTF funding whether we are preparing the full grant application or providing the master planning services. Our cost estimates, site inventories and public engagement are designed to meet PARTF criteria. We begin our PARTF planning and application process with end dates in mind, so that milestone reviews with both the municipality and RRS can be met and plan adoptions by governing bodies can occur in a sequential manner.

A 10-year capital improvement plan will be developed along with funding and partnership opportunities identified in the master plan process. The phased implementation plan will be broken down into near term (1 - 3 year), mid-term (4 - 6 year), and long term (7 - 10 year) improvements.

The action master plan will consolidate each topic specific field report. The field reports will document their associated processes and conclusions. The action plan will be sent to County staff for review and once approved for public consideration will be presented to the steering committee and in an open public forum for comment. Comments will be recorded and reviewed with staff for validity and incorporation into the final master plan document.

I. Progress Reporting

The Benesch team will provide regular updates throughout the planning process through a combination of in-person and virtual meetings. The team will also be available to meet with and present to the Parks and Recreation Advisory Board and Board of Commissioners, both important bodies in which to receive feedback and support for the plan.

J. Final Master Plan and Supporting Materials

Once all draft comments have been reviewed with staff and stakeholders, they will be incorporated into the final document. The final document will take key findings and recommendations from the field reports and present them in a consolidated user-friendly format with maps, photos, charts, and graphics. Final deliverables will be prepared, and a presentation of the master plan will be made to the Pender County Board of Commissioners.

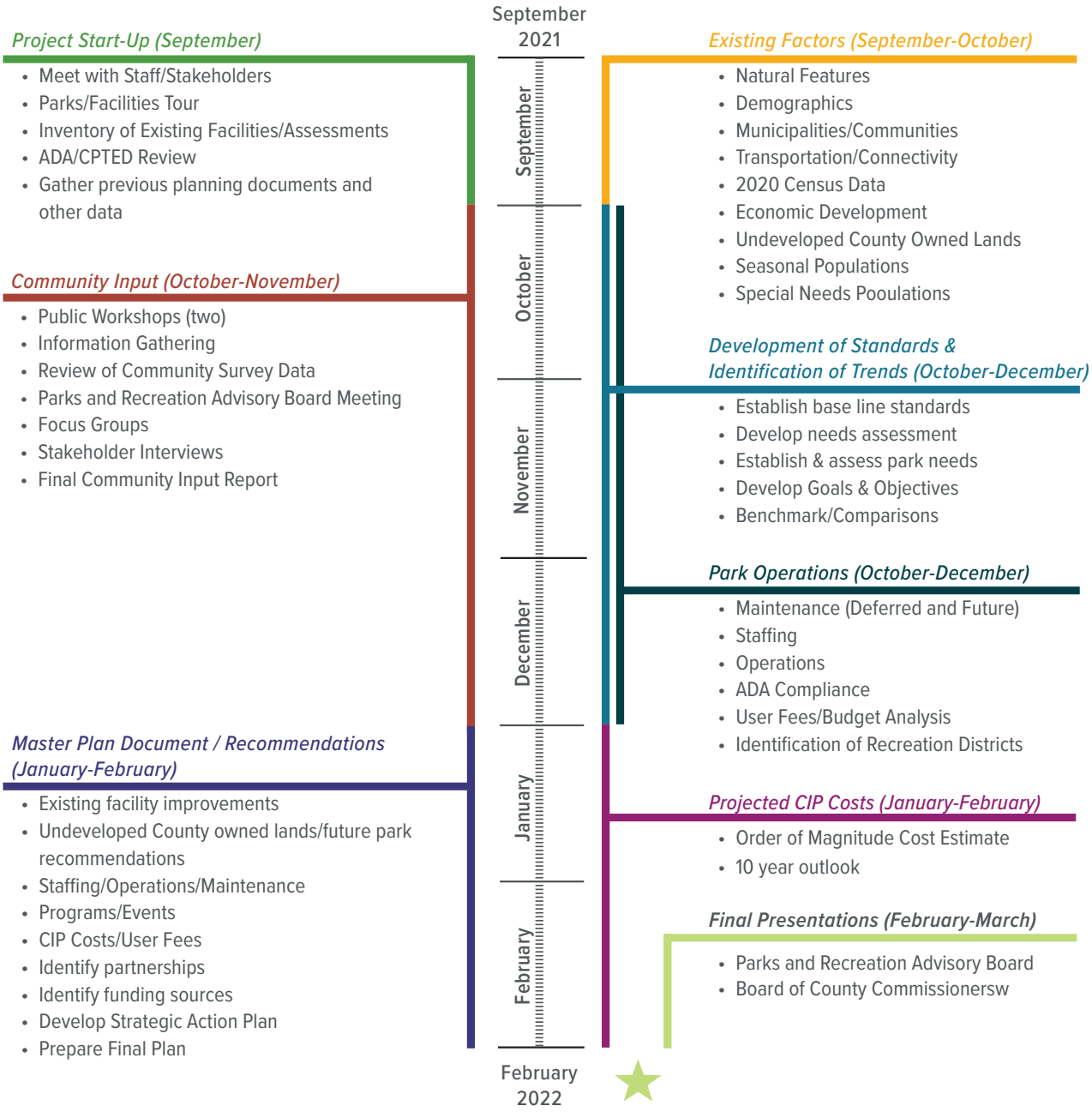
Thank you for the opportunity to submit for this comprehensive planning project. We look forward to working with you and the residents of Pender County!

Community Outreach Discovery:
PICKLE BALL GAINS POPULARITY

As our society changes, demands for recreational facilities change. Through community outreach in regions similar to Pender County, we have discovered there is an emerging public desire for pickle ball courts. We have converted various sports surfaces such as underused tennis and basketball courts to accommodate this desire and better suite the local community's needs.

PROJECT SCHEDULE

This timeline and the associated tasks are the basis for our master planning process. We understand each project is unique and we will adjust the tasks and schedule in order to meet your needs. If selected, this general outline of planning steps will be defined in greater detail and incorporated into a contract for planning and design services. At this point in the process we have not had the opportunity to sit down with the County to discuss a project schedule. The Benesch Team is flexible and can adjust the schedule as needed to meet the County's needs. Typically, a comprehensive parks & recreation master plan takes about six months to complete.



benesch

Since 1946, Alfred Benesch & Company has successfully completed thousands of planning, design and engineering projects throughout the United States. We enhance infrastructure and communities across the country — creating spaces and providing connections in ways that make a difference.

At Benesch, park and recreation planning is much more than a service we provide—it's our passion. Helping communities develop a common vision and organizational framework for their recreation goals is really quite fun, especially when you're good at it. We have designed hundreds of regional, community and neighborhood parks. We have planned over 200 miles of greenway trails and designed some of the region's finest sports facilities.

For decades, Benesch has built an impeccable reputation in park and recreation planning and site development. In fact, you'll be hard pressed to find another consultant with more experience. Our talented staff is ready to help you balance your goals and the functionality of outdoor spaces within the limits of your schedule and budget.

We understand the impact park planning can have on a community. Having performed hundreds of projects for local agencies throughout the Carolinas just like Pender County, we understand the importance of parks and recreation as they relate to a community's quality of life.

BENESCH CAPABILITIES

- Landscape Architecture
- Municipal
- Buildings
- Railroad
- Water Services
- Geotechnical
- Environmental
- Aviation
- Value Engineering
- Roadway/Bridges
- Site Development
- Public Involvement

NORTH CAROLINA OFFICES

Charlotte | Raleigh | Wilmington

750 EMPLOYEES | 40 LOCATIONS | 19 STATES | **1 TEAM**

We routinely tap into our firm's high-level expertise to solve project challenges for clients across the country. Each of our offices benefit from the wealth of engineering, design and planning resources of the combined Benesch Team. Through proactive knowledge sharing, state-of-the-art communications technology and work sharing, we turn our nationwide capacity and expertise into high-value solutions for local infrastructure challenges.

Parks & Recreation Master Plan

Lee County/Sanford, NC

One of many non-accessible facilities in Lee County Parks

Background: Lee County, population 62,000, is a rapidly growing community with close proximity and growth coming from three large metropolitan areas: Greensboro, Raleigh and Fayetteville. Lee County maintains ten (10) parks (comprising 328 acres), including a 12-mile mountain bike trail, four (4) special use rental facilities, including the Bob Hales Recreation Center, and the San-Lee Park Nature Center.

The County's current master plan was completed in 2010, but not much has been put in place as a result of that plan. Current County leaders want to be proactive in providing new and expanded recreation offerings for its growing community. The County also realizes that its existing parks are in need of serious upgrading as well as lack accessibility to/from and within the parks.

Scope: Benesch inventoried and assessed the County's existing park facilities, conducted a community recreation survey and two community workshops in support of preparation of a new ten-year vision for parks and recreation. The 2021 plan update will focus on ADA compliancy, equitable distribution of facilities, addressing deferred maintenance, reorganization of staffing and facility upgrades.

Unique Features: The County embarked on site-specific master plans for four (4) of their parks in 2019, all of which are now undergoing renovations.

O&L is providing guidance on staffing, operations, maintenance, programming.

O&L Associates

Key Issues

- Lee County desires to be more competitive in applying for future grants to upgrade and expand the existing park facilities
- Benesch is preparing concept plans for the remaining six parks that were not master planned in 2019
- Separate from the master planning process, the County is moving forward with design for a new pool/splashpad facility at Horton Park where the existing pool was closed over 15 years ago
- Separate from the master planning process, the County is moving forward with due diligence for a new $25 million sports complex
- Lack of accessibility within all the Lee County parks is a major concern

Dates of Service

02/21 - On-going

Project Cost

$55,000

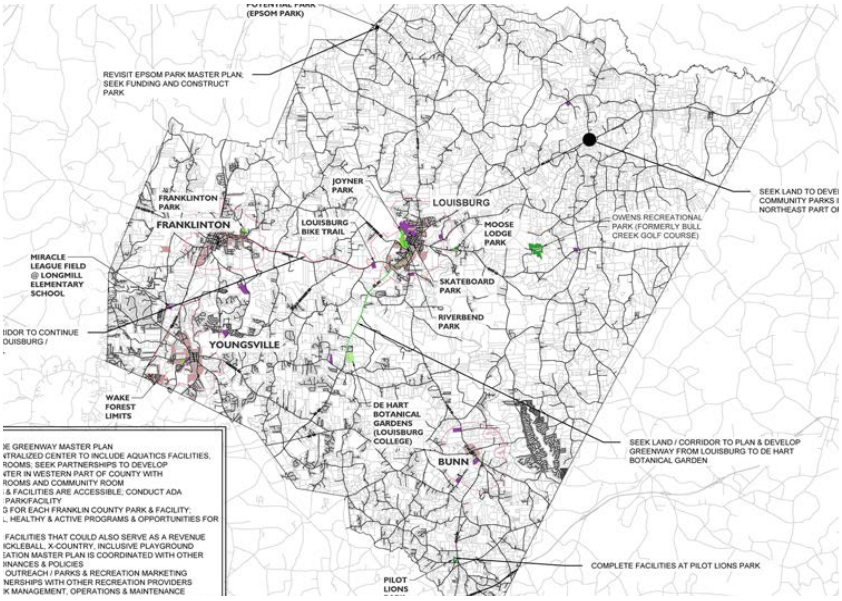
Client Reference

Joseph Keel
Parks and Recreation Director
Lee County Government
PO Box 1968
Sanford NC 27331
704-775-2107, ex 4203
jkeel@leecountync.gov

Public engagement exercise soliciting feedback from community members.

Franklin County Parks & Recreation Master Plan

Franklin County, NC



Background: In 1999, Franklin County completed their first Parks & Recreation Master Plan to provide the framework for the growth of parks and recreation facilities for the entire county. That plan was very ambitious in the planning recommendations for the several communities within the county. In the same time frame, Franklin County has seen steady growth with population increasing from ± 45,000 in 2000 to ± 67,000 in 2019 placing new pressures on the parks and recreation facility offerings.

The purpose of this updated Parks & Recreation Master Plan was to identify changes that had occurred in the county and its municipalities in the years since the previous plan, especially as growth has expanded northeast from Wake County and Raleigh. Benesch worked with ETC Institute to develop a recreation needs analysis for the county and provide more attainable recommendations on park and recreation facility development over the next ten years based on those needs.

Scope: Benesch services included the development of the parks and recreation master plan, including inventory and assessment, recreation needs assessment, establishment of action plan items and implementation strategies. The master planning process included working with a master plan committee, County staff and county residents through public workshops and a community-wide survey.

Since the plan adoption, plan priorities accomplished include:

- Adding parking at Pilot Lions Park
- Designing Phase 2 for Owens Recreational Park
- Completed the master planning for Epsom Park
- Adding wayfinding for cross-country courses
- Constructed an 18-hole disc golf course

Key Issues
- Partnership with Towns of Louisburg & Franklinton
- Development of first CIP for Parks & Recreation
- Plan looks at equitable distribution across predominately rural county

Dates of Service
August 2018 - May 2019

Estimated Cost
$66,820

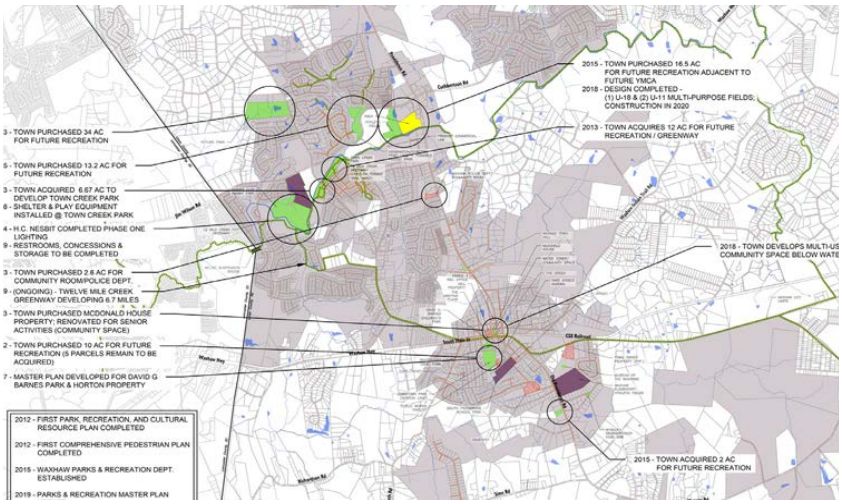
Final Cost
$66,820

Client Reference
Mr. Oliver Greene
Director of Parks and Recreation
Franklin County
919-496-6624
ogreene@franklincountync.us

Epsom Park Master Plan

Parks & Recreation Strategic Master Plan

Town of Waxhaw, NC



Background: In 2012, the Town of Waxhaw completed their first Parks & Recreation Master Plan to provide the framework for the growth of parks and recreation facilities for the residents of Waxhaw. That plan recommended the formation of a formal parks and recreation department which occurred in 2015. The Town has accomplished almost 80% of the recommendations developed in the 2012 plan. In the same time frame, Waxhaw saw tremendous growth and annexation placing heavy pressures on the parks and recreation facilities.

The purpose of this updated Parks & Recreation Strategic Master Plan was to identify changes that have occurred in the years since the previous plan, work with the citizens to develop a recreation needs analysis for the town and provide recommendations on park and recreation facility development based on those needs, including land acquisition that has occurred in that period as well. The master plan was adopted by the Town Board in June 2019.

Scope: Benesch services included the development of the strategic master plan, including inventory and assessment, recreation needs assessment, establishment of action plan items and implementation strategies. The master planning process included working with town stakeholders through several public workshops and a community-wide survey.

Since the plan adoption, plan priorities accomplished include:

- Sign system installation
- Town Creek Park: phase 1 playground, shelter and community garden
- HC Nesbit Park: phase 1 restroom/concession constructed
- SK8 Park: phase 1, new bleacher with shade, shade over the park, new shade picnic table and ADA compliant design
- Community Corner: design study underway to define park space
- Downtown Central Park: masterplan completed detailed design underway
- David Barnes Park: Replacing and upgrading restrooms

Key Issues

- For a relatively small town, Waxhaw has a good parks and recreation department, considering the department was only formed in 2015, and offers recreation opportunities that are not often found in communities its size
- The citizens of Waxhaw enjoy a very high standard of community events and parks and recreation programming
- Waxhaw is currently lacking in the acreage of developed recreational space it offers its citizens, but can catch up fast by beginning to develop some of the 95 acres the Town currently controls and has already dedicated as future recreational open space

Dates of Service

July 2018 - June 2019

Project Cost

$64,625

Key Benesch Members

Jon Wood, PLA, CLARB
Kirsten Radomski, PLA, CLARB
Kevin Desilet
Jason Morado (ETC)

Client Reference

Ms. Dena Sabinske
Director of Parks and Recreation
Town of Waxhaw
317 N. Broome St.
Waxhaw NC 28173
704-843-2195, x 278
DSabinske@waxhaw.com

Gastonia Parks & Recreation Master Plan

City of Gastonia, NC

Background: In 2005, the City of Gastonia completed their current Parks & Recreation Master Plan to provide the framework for the growth of parks and recreation facilities for the citizens of Gastonia through 2020. The 2005 plan was heavily focused on facility development, upgrades, expansions and some programming. In the same time frame, Gastonia has seen tremendous growth as new development continues to expand west from the Charlotte metropolitan region, placing heavy pressures on the City's aging parks and recreation facilities.

The purpose of this Parks & Recreation Master Plan was to identify changes that had occurred in the years since the 2005 plan and work with the citizens and a master plan committee to understand the recreation and facility needs for the City. The plan also provides recommendations on park and recreation facility development based on those needs, including potential land acquisition opportunities in underserved areas of the City.

Scope: Benesch led the development of the parks and recreation master plan, including recreation needs assessment, establishment of action plan items and implementation strategies. The master planning process included working with several focus groups, a public workshop and a City managed community-wide survey. The City provided inventory and assessment of all existing facilities as well as GIS base mapping for the recreation master plan.

The Gastonia Parks & Recreation Master Plan was unanimously adopted by both the Recreation Advisory Commission and the City Council in August 2019. Since the plan adoption, plan priorities accomplished include:

- Started and completed many upgrades to community centers
- Constructed restrooms at Erwin Park
- Constructed Uptown dog park
- Addition of FUSE
- Additional staff
- Additional greenway segments
- 21 playground upgrades
- Starting conversion planning for Linwood Springs Golf Course

Key Issues

- The 2005 plan was prepared in-house and was very detail oriented toward the park and recreation facilities
- The citizens of Gastonia lack awareness of the program offerings and even some of the park facilities
- Gastonia Parks & Recreation benefits greatly from partnerships with Gaston County and the other municipal park and recreation departments

Dates of Service

July 2018 - August 2019

Project Cost

$32,800 (Planning/Design Cost)

Client Reference

Mr. Cam Carpenter
Director of Parks and Recreation
City of Gastonia
109 W. Second Ave.
Gastonia NC 28052
704-866-6839
camc@cityofgastonia.com

Comprehensive Park & Recreation Master Plan

Pasquotank County & City of Elizabeth City, NC

Background: In 2007 to better understand the changes that were occurring throughout the county, and to predict future demand for facilities and services, Pasquotank County and Elizabeth City worked together to initiate a County/City Comprehensive Park and Recreation Master Plan. Benesch was commissioned to develop a county-wide plan. The plan was developed with the understanding that both agencies would continue as separate agencies, but would seek opportunities to work jointly on park development. Ultimately the two departments merged to form a joint department.

In 2015, the combined department commissioned Benesch to update the county-wide plan.

Scope: The planning process included an inventory of existing park and recreation facilities in the entire county. It also included a public involvement process with several public workshops. In addition to developing a county-wide Needs Assessment, the plan provided recommendations on collaborative planning and operations between the city and county departments.

As part of the comprehensive plan, Benesch provided planning services on two site specific master plans for park sites located in Elizabeth City. This combination of comprehensive and site specific master planning has helped both departments obtain three Parks and Recreation Trust Fund (PARTF) Grants since the completion of the plans in 2007.

Key Findings: In 2015, Benesch worked with the joint department to update the 2007 plan. A similar planning process was undertaken. While many of the findings from the 2007 plan remained valid, the 2015 planning process found that most of the youth athletic needs have been met and the highest priority for county residents is now focused on access to the region's water resources.

Key Issues

2007 Plan

- Development of a vision plan for parks and recreation facilities to be shared by county and city staff
- Focus on identifying facility needs for youth athletics
- Development of two site specific plans to meet recreation needs

2015 Plan

- Updated 2007 plan; identified a strong demand for additional water access facilities

Dates of Service

2015

Project Cost

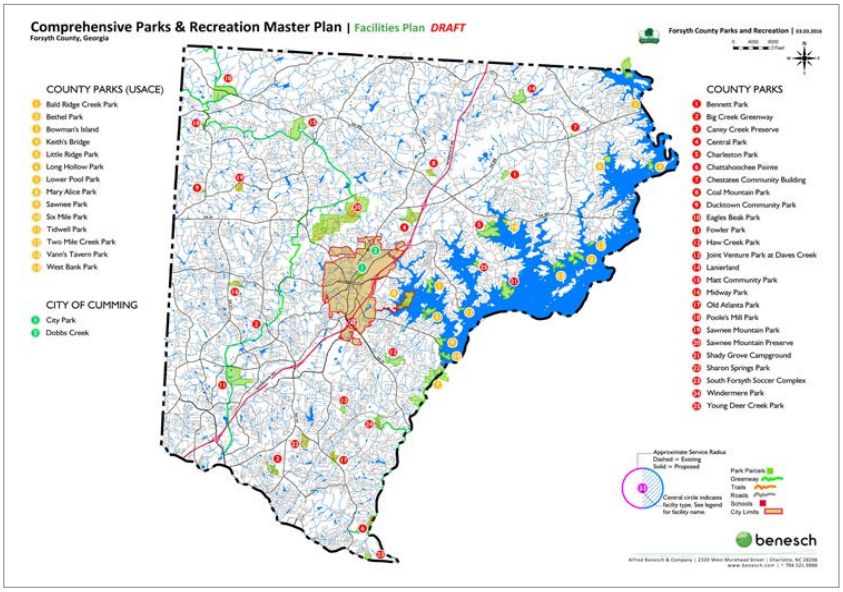
Proposed: $29,250
Final: $29,250

Client Reference

Jeff Simpson
200 East Ward Street
Elizabeth City, NC 27904
919-563-3629
jdsimpson@cityofec.com

Comprehensive Master Plan

Forsyth County, GA



Background: In 2012, Forsyth County Parks and Recreation developed a Comprehensive System-Wide Recreation Master Plan as an update to their 1998 Comprehensive Plan. The 2012 plan was designed to be a five-year plan, but unprecedented growth has required an update prior to they had originally planned.

Scope: As a result of rapid population growth, more people will rely on the County's Parks and recreation Department to provide parks and facilities for both active and passive recreation. In addition, undeveloped land will disappear in the County, so there needed to be a conscious effort to preserve greenspace for the public good.

The plan update identifies over $22 million in park improvements needed in 20 of the County's existing parks, plus projects another $50 million for facility renovations and expansions. These are priorities when investing to improve the County's park system. The update recommends development of a County-Wide Greenway Master Plan and expansion of the existing greenway system.

Key Issues

- Unprecedented growth created the need for a plan update within four years instead of the planned five years
- Preserving greenspace a major goal of the plan given the fast paced growth
- Water-based recreation a critical component of the plan update

Dates of Service

Jan - Oct 2016

Planning Fees

$119,925

Client Reference

Mr. Jim Pryor
Director of Parks and Recreation
P.O. Box2417
Cumming, GA 30028
770-781-2215
tjpryor@forsythco.com

Caney Creek Preserve

COMMUNITY ENGAGEMENT

Benesch has facilitated ***hundreds of public workshops*** to discuss community parks and recreation needs.

We regard public participation in the development of Master Plans as essential and believe it is important to have the community as a partner while preparing a plan. We encourage a continuous, free exchange of ideas, concerns, and resolutions about the preparation of the Comprehensive Parks & Recreation Master Plan update in the form of community conversations (workshops). The purpose of these workshops is to ensure that we have incorporated the recreation needs of the citizens in the plans for the park. Benesch works with the Park & Recreation Staff to determine a suitable venue, which is within proximity to the park site, to hold socially distant workshops.

Our primary objective in these community conversations is to listen to the citizens with respect to their needs for event, recreation, health and fitness opportunities. This enables us to define specific parameters for the project. We suggest hosting an open house style drop-in for the conversations. The open house style allows us to further spread out attendance and honor social distancing.

Druid Hills Neighborhood Park - Workshop with display boards

Community Outreach Components

Stakeholer Interviews: Identification of individual stakeholders can provide multiple points of view from different areas of the County, demographics and interest.

Community Conversations: In order to assess the public's needs and then to ensure that we're meeting them, at least one community conversation will be held at the forefront of the planning process and another later on.

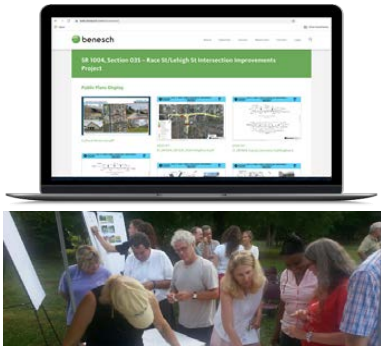
Workshops: Community conversations can also be administered as abbreviated workshops in conjuncture with other activities such as school functions, athletic events and park events.

Focus Groups: Focus groups allow us to hear direct feedback from key areas of recreation in the County such as organized sports leagues, the special needs community, hiking/cycling groups or adjacent parks & recreation departments.

PUBLIC INVOLVEMENT

Informational meetings are an important part of the public involvement process. We can tailor our public involvement process specifically for the residents and visitors of Pender County.

We are capable of doing public workshops both in person and online.



References

Town of Waxhaw
Dena Sabinske: Director of Parks and Recreation
317 N. Broome St.
Waxhaw NC 28173
704-843-2195, x 278
dsabinske@waxhaw.com

Town of Waxhaw Comprehensive Master Plan
Start Date: July 2018 Completed: 2019

See page 11 for description.

Franklin County, NC
Oliver Greene: Director of Parks and Recreation
499 Massenburg Baker Rd.
Louisburg, NC 27549
919-496-6624
ogreene@franklincountync.us

Franklin County Comprehensive Master Plan
Start Date: August 2018 Completed: 2019

See page 10 for description.

City of Gastonia, NC
Cam Carpenter: Director of Parks & Recreation
109 W. Second Ave.
Gastonia NC 28052
704-866-6639
camc@cityofgastonia.com

City of Gastonia Comprehensive Parks Master Plan
Start Date: July 2018 Completed: 2019

See page 12 for description.

Gaston County, NC
Donny Hicks: Executive Director, Gaston County, EDC
P.O. Box 2339
Gastonia, NC, 28053
704-825-4046
donnyhicks@gastongov.com

Gaston County Comprehensive Master Plan Update
Start Date: January 2016 Completed: May 2016

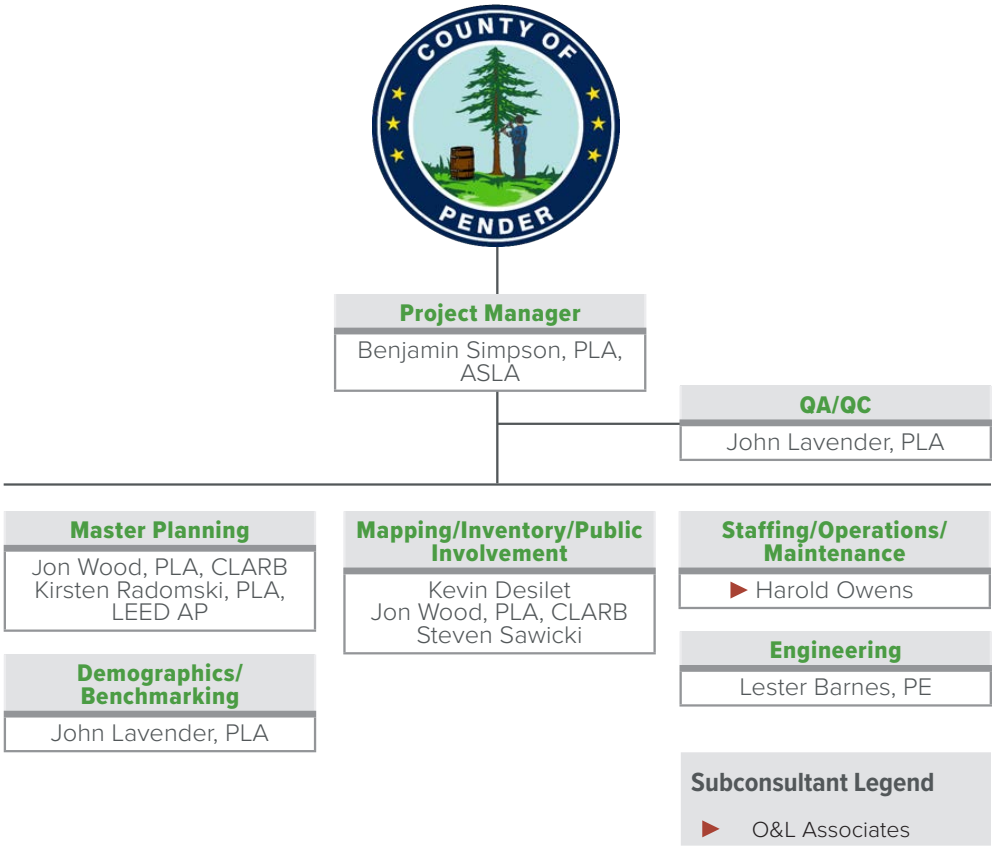
Description: A new planning study was funded in 2016 and a new ten-year vision was crafted to guide the County up through 2026. The service population for Gaston County is around 217,000 with a projected growth to 235,000 by 2026. Therefore, it was important that the needs and desires of Gaston County citizens be included in the planning process. Over 600 people participated in the community engagement which included: two public workshops a county-wide survey and numerous meetings with community stakeholders.

Catawba Valley Community College
Wes Bunch: Senior Vice President, Finance and Operations
2550 Highway 70 SE
828-327-7000
wbunch@cvcc.edu

CVCC Sports Complex Concept Planning; CVCC Student and Alumni Recognition/New Campus Plan
Date:Various/On-going

Description: Mr. Simpson has led several projects on both the east and main campuses of Catawba Valley Community College. Projects include emergency damage assessments and repair, campus landscape architecture improvements, various campus infrastructure projects including storm piping rehabilitation for more than a mile of storm piping under the main campus, utility relocation projects for sewer and water, ravine repairs, acquisition due diligence reports, coordination with FEMA and insurance representatives to help process disaster claims, budgeting for future phased paving rehabilitation projects.

ORGANIZATION CHART



Benesch Leadership

BEN SIMPSON, PLA, ASLA

- Local Project Manager with experience working with nearby coastal communities such as Currituck and Brunswick County
- Understands the needs of growing communities and the pressure points that their recreation facilities often face
- Brings over 33 years of parks and recreation master planning experience
- Active Project Manager who listens and advocates for the communities he serves

JON WOOD, PLA, CLARB

- Successfully led dozens of comprehensive master plans for communities of similar size in North Carolina
- Proven working relationship with proposed subconsultants and has led successful prior park planning projects with them
- Brings over 35 years of parks and recreation master planning experience
- Involved planner who engages with stakeholders and understands the needs of the community

Benjamin Simpson, PLA, ASLA

Project Manager

Mr. Simpson has over 33 years of experience in the design, construction, and real estate development industry including more than 15 years with Benesch. Ben has worked with both architecture and engineering firms in his career, as well as in real estate development as development director. Ben is a strong advocate for his clients. He has in-depth site development and renovation experience and strong project management skills. He specializes in project pre-planning, design team leadership and construction phase project management. Mr. Simpson strives to meet and exceed owner's expectations.

Ocean Isle Park - Brunswick County, NC

Construction Phase Project Manager: This project involved a master plan and Phase Two construction documents for an existing ±57 acre park for Brunswick County. Mr. Simpson was responsible for managing the project during construction.

Waccamaw District Park - Brunswick County, NC

Construction Phase Project Manager: Improvements to Waccamaw District Park included converting the existing three-field baseball complex to a four field complex, upgrades to a multi-purpose field, a new playground, tennis courts, basketball courts, bocce courts, disc golf course, walking trail, picnic shelters, restroom buildings, concession stand and infrastructure improvements. Mr. Simpson managed the construction phase work of this project. Through close-out including grant administration. Responsibilities included coordination with owner and contractor, review and approval of submittals and shop drawings.

Currituck Community Park - Currituck County, NC

Construction Phase Project Manager: Mr. Simpson managed the construction phase work for the Currituck Community Park Phase One. Phase One improvements included three sodded, irrigated, and lighted tournament level multi-purpose fields, playground, picnic shelters, walking trail, stormwater wetland, parking and concession/restroom building. His responsibilities included coordination with owner and contractor, review and approval of submittals and shop drawings.

Comprehensive Parks and Recreation Master Plan - Town of Wallace, NC

Project Manager: Mr. Simpson worked closely with Rod Fritz, and the Town manager and key stakeholders to review the previous program list created as a result of a previous survey to include and prioritze the programs according to budget and ease to implement. Ben worked with Rod to arrange the public input meetings and conduct them.

Cleveland Community College - Sports Complex

Project Engineer: Cleveland Community College was in need of a NCAA baseball and softball complex to better serve their students as well as the local community. Benesch is performing master planning, detailed design, bidding and construction administration for this project. The complex is being strategically phased to make minimal impact to school classes and regular campus functions. Mr. Simpson is responsible for all aspects of client and project management including the budget and schedule.

North Carolina State University Miller Fields Renovations Raleigh, NC

Project Manager: This project includes the renovations to NCSU's Miller Fields. Benesch provided preliminary design, due diligence, cost estimates, life cycle costs and final report recommendations on how to improve the user experience, with least loss of use in the most cost effective manner possible. Recommendations were provided using the most recent technology to implement synthetic field surfaces as well as technology for storm water detention and water quality issues. The project also includes a field house and amenities relating to fitness, recreation, wellness use of field areas, and integrates previous vision of NCSU pedestrian accessibility circulation studies to allow enhanced accessibility through the southwest campus. reviews. Mr. Simpson's led the team in finding viable, creative solutions to design issues.

Education
BS, College of Forestry/Park Planning, North Carolina State University

Years of Experience: 33

Registrations and Certifications
Professional Landscape Architect:
NC - 1017
SC - 1456
MI - 3901001740

Ocean Isle Park

Waccamaw District Park

Currituck Community Park

Jon Wood, PLA, CLARB

Master Planning

Mr. Wood has managed a variety of park planning projects, including over 22 comprehensive master plans throughout the southeast. His primary responsibilities include project management, business development, community engagement, grant writing, planning and design, design review, and quality assurance. With over 30 years of experience in landscape architecture, primarily in the parks and recreation field, Mr. Wood's experience ensures that high quality planning and design occurs within our communities, and beyond.

Parks & Recreation Master Plan - Franklin County, NC

Project Manager: Benesch was tasked with updating Franklin County's Parks and Recreation master plan, first developed in 1999 to address changing demand due to substantial shifting growth in the area. Benesch led the development of master plan, including inventory and assessment, recreation needs assessment, establishment of action plan items and implementation strategies. The master planning process included working with a master plan committee, County staff and county residents through public workshops and a community-wide survey. Mr. Wood served as the Project Manager leading the recreation master plan on this project. The plan was unanimously adopted in November 2019.

Town of Waxhaw Parks & Recreation Strategic Master Plan - Waxhaw, NC

Project Manager: Mr. Wood assisted the Town of Waxhaw with updating their 2012 plan. The Town has experienced explosive growth in areas not envisioned in the previous plan. Likewise, existing facilities need to be developed out and connectivity improved within the Town. He oversaw the strategic master planning and community engagement process. The plan was adopted in June 2019.

Parks & Recreation Comprehensive Master Plan - City of Gastonia, NC

Project Manager: Benesch assisted the City of Gastonia with updating their 2003 plan. The City has experienced continued growth from the Charlotte region to the east. Likewise, existing facilities need to be updated and expanded to meet current recreation demands. Mr. Wood lead the master planning process that included community input through five stakeholder focus groups, a community survey and community workshop. The plan was unanimously adopted in August 2019.

Parks & Recreation Master Plan - Marshville, NC

Project Manager/Landscape Architect: Mr. Wood is currently overseeing preparation of the Town's first system-wide parks & recreation master plan. The Town has only one park, but recently has acquired 111 AC of potential park property and designated 1.8 miles of Carolina Thread Trail. The plan will provide a vision for expanding the existing park and planning for new opportunities, provide equitable distribution across the Town and prepare the Parks & Recreation Department for growth. The plan should be adopted in summer 2021.

Parks & Recreation Master Plan - Louisburg, NC

Project Manager: Mr. Wood oversaw the planning process for Louisburg's first Parks & Recreation Master Plan, adopted in October 2019, which provides a vision for the next 10 years. His responsibilities included parks & recreation master planning, community engagement, and preparation of a parks and recreation CIP.

Parks & Recreation Master Plan - Granite Quarry, NC

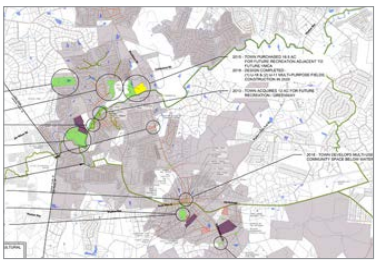
Project Manager/Landscape Architect: Mr. Wood is currently overseeing preparation of the Town's first system-wide parks & recreation master plan. The Town has three well used parks and is trying to determine if they can expand or add offerings The plan will provide a vision for upgrading and expanding the existing parks and planning for new recreation opportunities. Plan should be adopted in summer 2021.

Education
Bachelor of Science in Landscape Architecture, The Ohio State University

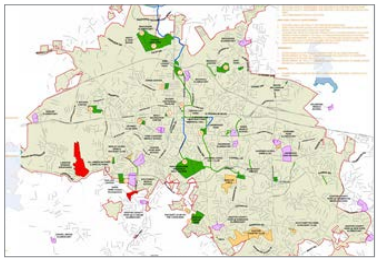
Years of Experience: 36

Registrations and Certifications
Landscape Architect:
North Carolina - 557
South Carolina - 703
Tennessee - 1128
Kansas - 905
Pennsylvania - 3278

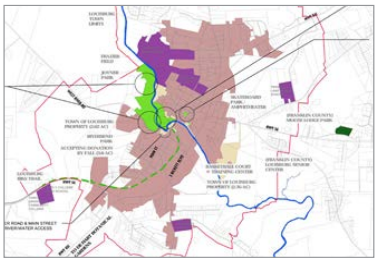
CLARB Certified Landscape Architect



Town of Waxhaw Master Plan



City of Gastonia Master Plan



Louisburg Master Plan

John Lavender, PLA

QA/QC/Demographics/Benchmarking

Mr. Lavender brings 23 years of comprehensive planning experience. Over the course of his career, John has been involved in variety of projects including parks and recreation comprehensive planning throughout the southeast, bike and pedestrian planning for communities of all sizes and rural development and tourism planning for small towns looking to improve their economic development opportunities. His love of the outdoors and passion for environmental stewardship has made his career as a Landscape Architect the perfect choice to marry those interests in a way that allow him to provide positive impacts in the communities where he works.

Prior to joining Benesch his experience includes:

Comprehensive Park and Recreation Master Plan 2019 - Hilton Head, SC

Project Manager: The Town of Hilton Head Island, South Carolina initiated a comprehensive master plan process to develop strategies and tactics to bring the community's vision for the future to reality. John lead the consulting team that was hired to develop the strategic plan for the parks and recreation system which would become a component of the Comprehensive Plan for the Town. In addition to facilitating interviews, focus groups and public open houses, the team developed a community survey, completed assessments of the existing parks and recreation program providers and developed a 10-year CIP which was to be used as the basis for a bond referendum to help fund recommendations contained in the plan.

Comprehensive Park and Recreation Master Plan 2018 - Mobile, AL

Project Manager: The City of Mobile, Alabama had developed a very large parks and recreation system over the history of their department which included an extensive list of developed and undeveloped park properties. John led a team of consultants that included a local Public Relations agency to embark on a robust public engagement process that included stakeholder meetings and interviews, neighborhood-based meetings and large public open houses along with a statistically valid and community wide survey process. Recommendations were geared toward changes in their operations for improved efficiency, reorganization of park land to differentiate between utilized park spaces and non-accessible open space, and new facility development to include an expanded trail system, more water access and upgraded athletic facilities including artificial turf fields to increase access for play.

Comprehensive Park and Recreation Master Plan 2018 - Pigeon Forge, TN

Project Manager: Pigeon Forge, Tennessee has a population of under 7,000 full time residents that swells to over 10 million annually from visitors to the region. The City hired a consulting team to develop an update to their parks and recreation master plan to lead future improvements and development for the parks. A public engagement process inclusive of open house meetings and a community-wide survey determined the need for improvements to existing parks and an expanded trail system with access to the waterways in and around the city. A master plan was completed for the Pigeon Forge school facilities and community center.

Comprehensive Park and Recreation Master Plan - Germantown, TN

Project Manager: The City of Germantown developed in a typical suburban fashion was void of a true downtown presence, but had a good distribution of parks that had experienced overuse with limited investment in recent years. John lead a consulting team charged with creating a system-wide master plan that could address the desire to improve their existing parks and potentially provide opportunity for revenue through the sports tourism industry. The master plan included a public engagement process, park assessments and site-specific master plans for some of their most heavily used parks. A 10-year capital improvement plan was developed to help guide facility investment for the future.

Education
BS, Landscape Architecture, Ohio State University

Years of Experience: 23

Registrations and Certifications
Professional Landscape Architect:
Tennessee - 744

Germantown Concept Plans

Pigeon Forge Concept Plans

Kevin J. Desilet

Mapping/Inventory/Public Involvment

Mr. Desilet brings more than a decade of experience working with various disciplines including landscape architecture, civil engineering, environmental stream restoration, railway, transportation and electrical/mechanical engineering. He routinely partners with our parks and recreation leads to assist with park inventories and graphic development to support public involvement efforts. His technical expertise is an incredibly valuable asset on any master planning project.

Education
Associates Degree, Interior Design, Central Piedmont Community College

Years of Experience: 14

Registrations and Certifications
Architecture CAD Certification

Carolina Lake Park Master Plan - Carolina Beach, NC

CAD Technician: Benesch assisted the Town of Carolina Beach with a site specific master plan to refresh this 18-acre community park located two blocks from the Atlantic Ocean. The community driven masterplan proposed a new themed playground, bandshell, splashpad, park structures, bulkhead, and other improvements all in support of the central lake feature. Mr. Desilet was responsible for mapping and master plan graphics.

Parks & Recreation Master Plan - Lee County, NC

CAD Technician: Mr. Desilet is assisting in the preparation of an update to the 2010 Lee County Parks & Recreation Master Plan as the County experiences growth from the Raleigh area. Mr. Desilet has been responsible for mapping and meeting graphics, park inventories & assessments and community engagement meetings.

Parks & Recreation Strategic Master Plan - Waxhaw, NC

CAD Technician: Benesch recently assisted the Town of Waxhaw, North Carolina with updating their 2012 plan. The Town has experienced explosive growth in areas not envisioned in the current plan. Likewise, existing facilities need to be developed out and connectivity improved within the Town. Mr. Desilet was responsible for park inventory as well as graphic development.

Parks & Recreation Master Plan - Franklin County, NC

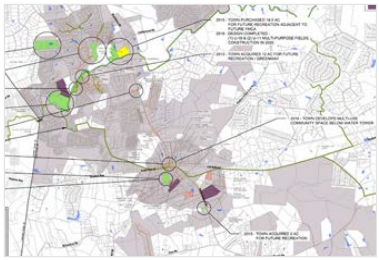
CAD Technician: Benesch was tasked with updating Franklin County's Parks and Recreation master plan, first developed in 1999 to address changing demand due to substantial shifting growth in the area. Benesch led the development of master plan, including inventory and assessment, recreation needs assessment, establishment of action plan items and implementation strategies. The master planning process included working with a master plan committee, County staff and county residents through public workshops and a community-wide survey. Mr. Desilet was responsible for park inventory and assessment, as well as community engagement and mapping.

Parks & Recreation Master Plan - Franklinton, NC

CAD Technician: Benesch is currently assisting the Town of Franklinton with preparing their first parks and recreation master plan. This plan will be used to assist in developing a parks and recreation department as the Town prepares to double its population within the next five years. The town is determining its role as a parks and recreation provider to its residents as well as a partner within Franklin County. Mr. Desilet was responsible for park inventory and graphic development.

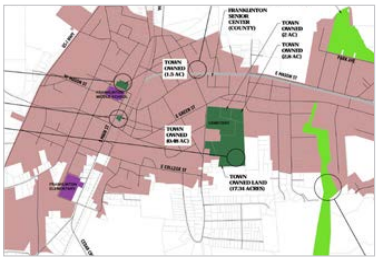
Parks & Recreation Master Plan - Granite Quarry, NC

CAD Technician: This plan will be the Town's first system-wide parks & recreation master plan. The Town has three well used parks and is trying to determine if they can expand or add offerings The plan will provide a vision for upgrading and expanding the existing parks and planning for new recreation opportunities. Plan should be adopted in summer 2021. Mr. Desilet has been responsible for the parks inventory and assessment, mapping and community engagement.



Town of Waxhaw Master Plan

Caldwell Park Master Plan



Franklinton Master Plan

Kirsten Radomski, PLA, CLARB

Master Planning

Ms. Radomski has experience working on a diverse range of landscape architecture design, graphic production and planning projects. Her experience includes several years working in Oxfordshire, UK, assisting in the production of Parkland Conservation Plans for historic landscapes. Her specialties include project renderings, master planning and construction documents. All of the projects listed below were performed while employed by Benesch.

Parks & Recreation Master Plan - Franklin County, NC

Public Engagement: Benesch was tasked with updating Franklin County's Parks and Recreation master plan, first developed in 1999 to address changing demand due to substantial shifting growth in the area. Benesch led the development of master plan, including inventory and assessment, recreation needs assessment, establishment of action plan items and implementation strategies. The master planning process included working with a master plan committee, County staff and county residents through public workshops and a community-wide survey. Ms. Radomski was responsible for the master plan report.

Parks & Recreation Strategic Master Plan - Town of Waxhaw, NC

Public Engagement: Benesch recently assisted the Town of Waxhaw with updating their 2012 plan. The Town has experienced explosive growth in areas not envisioned in the current plan. Likewise, existing facilities need to be developed out and connectivity improved within the Town. Ms. Radomski was responsible for public engagement, inventory analysis and standard development.

Parks & Recreation Comprehensive Master Plan - City of Gastonia, NC

Public Engagement: Benesch assisted the City of Gastonia with updating their 2003 plan. The City had experienced continued growth in areas not envisioned in the previous plan. Likewise, existing facilities needed to be updated and expanded to meet current recreation demands. Ms. Radomski was responsible for public engagement, inventory analysis and standard development.

Hagan Stone Park and Company Mill Preserve - Guilford County, NC

Designer: Hagan Stone Park and Company Mill Preserve are valuable assets to Guilford County. This ±650 acre park and nature preserve have provided the residents with a wide variety of outdoor recreation opportunities for over 50 years. In August 2015, Benesch assisted Guilford County with a master plan update that will be used for future PARTF grant applications. Ms. Radomski assisted with illustrative plans, producing the written master plan, and cost estimates.

Dallas Park Phase Two Improvements - Gaston County, NC

Designer: Benesch assisted Gaston County with a master plan, detailed design drawings, and PARTF grant assistance to re-develop this 100 acre park. The park improvement program included a ballfield complex, splash pad, dog park, fitness trail, picnic shelters, and other recreation facilities. Ms. Radomski's responsibilities included grading studies, site planning, and other production support activities.

Caney Creek Preserve - Forsyth County, GA

Report Production: Benesch assisted Forsyth County with master planning and designing improvements for Caney Creek Preserves. Ms. Radomski assisted with master plan report production.

Alice F. Keene District Park Site Master Plan - Pitt County, NC

Designer: Benesch assisted Pitt County in the development of a master plan for the existing Alice F. Keene District Park. This plan assessed the existing facilities, recommended improvements and identified new facilities to be added to the park. Ms. Radomski provided graphic renderings for multiple concepts and helped determine the direction of the final master plan for the park.

Education
BLA, University of Georgia
Masters, City and Regional Planning, Georgia Institute of Technology

Years of Experience: 7

Registrations and Certifications
Registered Landscape Architect:
NC - 1988
CT - 1440
TN - 1127

CLARB Certified

Charlotte-Mecklenburg Certified Site Inspector (CMCSI)

City of Gastonia Master Plan

Caney Creek Preserve

Lester Barnes, PE, LEED GA

Project Engineer

Mr. Barnes has over 15 years of experience in Civil Engineering and has been involved in the development of plans for parks, commercial and residential sites, and other infrastructure improvements. His design expertise includes sanitary sewer systems, water, roadway, stormwater management and construction administration.

Harrisburg Park - Harrisburg, NC

Project Engineer: Benesch developed an updated site master plan for this existing central park facility in Harrisburg. The town acquired an additional 34 acres to double the size of the park allowing for renovation and expansion. This renovated park will feature four soccer fields, two multi-purpose field areas, picnicking facilities, walking trails and loops, amphitheater and stage, splash pad and an inclusive playground. Benesch completed detailed design documents for the phase one development. This project is under construction using a CMR delivery method. Mr. Barnes oversaw the civil engineering and permitting including earthwork, storm drainage, erosion control and roadway design.

Heritage Trail - Town of Matthews, NC

Project Manager: Several points of interest within the Crestdale Community have been identified as opportunities to recognize the community's history as part of the Heritage Trail. The trail will have a transportation element, serving as a bike/pedestrian connection to destination points, such as Downtown Matthews, Four Mile Creek Greenway and the Mecklenburg County Regional Sportsplex. The Heritage Trail extends approximately 7,000 feet in length. The trail will feature approximately 3,500 feet of existing sidewalk and roadway to be incorporated along with approximately 3,100 feet of constructed trail surfacing. Trail alignment uses existing easements, street rights-of-way and Town-owned land with some segments paralleling an active CSX rail line.

Dallas Park Phase Two Improvements - Gaston County, NC

Project Engineer: Benesch has been contracted by Gaston County as the primary design consultant for improvements at the county park in Dallas, NC. The current phase of the project will include the addition of a soccer field, a splash pad and restroom facilities. Mr. Barnes is responsible for the civil engineering and permitting including earthwork, storm drainage, erosion control and utility design.

City of Rock Hill - Catawba River Trailhead

Project Engineer: Mr. Barnes served as project engineer for the trailhead to this two-mile segment of multi-use trail adjacent to the Catawba River in Rock Hill, South Carolina. His responsibilities included design calculations for the asphalt parking lot, restroom building, and asphalt extension to the Catawba River Trail, as well as stormwater design for the site's water quality swales.

Town of Matthews - Rice Road Park & Road Expansion

Project Manager: Mr. Barnes lead the engineering design and stormwater calculation efforts for the development of this new neighborhood park in Matthews, North Carolina, with gravel parking lot, playgrounds, sidewalks, picnic tables, and asphalt-paved nature trail. The project included approximately 1,000LF of road widening. Mr. Barnes also provided construction observations services.

Mina Weil Park/W.A. Foster Recreation Center

Project Civil Engineer: Benesch worked with the City of Goldsboro to design a master plan and site/civil construction documents for phase one improvements. Phase one development included a new 25,000 SF recreation center to replace the current community center.

Education
Bachelor of Science in Civil Engineering University of Tennessee Knoxville

Years of Experience: 15

Registrations and Certifications
Professional Engineer:

North Carolina - No. 40973

South Carolina - No. 31224

NCDOT Level III Designer of Erosion Control Plans - No. 4156

Harrisburg Park - Harrisburg, NC

Catawba River Trailhead - Rock Hill, NC

Steven Sawicki

Designer

Mr. Sawicki is a designer with over a year of experience performing civil site engineering services. He is particularly passionate about constructing effective solutions to further advance his community. His experience has equipped him with an aptitude of working efficiently and effectively in high pressure situations.

Education
BS, Civil Engineering, Clemson University

Years of Experience: 1

Apple Creek Phase II - Gaston County, NC

Designer: Apple Creek Corporate Park will offer over 320 acres of developed park with approximately 15 potential lots. The park is planned and designed to incorporate the natural beauty of Gaston county with the efficient and economic machine of the Charlotte Metro Region. The park, approximately 20 minutes from CLT, will focus on industrial manufacturers seeking to locate their corporate headquarters to the area. Consideration has been given to environmental concerns that will likely be dedicated to permanent conservation and recreational use, including a generous walkable streetscape that is securely lighted. Mr. Sawicki is responsible for assisting the team with construction administration, design and engineering support.

Stream Bank Repair Clarks Creek - Hickory, NC

Designer: Mr. Sawicki is responsible for assisting the Wilmington team with design of additional owner requested work. These requests include a new storm conveyance, both surface and piped, to repair a serious erosion issue contributing to problems in the Clark's Creek Tributary.

SUBCONSULTANTS

O&L Associates

Harold Owen - *Staffing/Operations/Maintenance*

Education
BS, Recreation Resources Admin, NC State University

Years of Experience: 45

Availability: 50%

With over 45 years experience serving the parks and recreation industry, Mr. Owen is well equipped to lead the staffing and funding needs of this project. As a former City Manager and Recreation and Parks Director, Mr. Owen understands how to effectively organize and allocate municipal resources to enhance and maintain both new and existing facilities.

Project Experience

- Belmont Community Recreation Center*
- Graham-Mebane Lake Master Plan*
- North Park Recreation Center
- Burlington Athletic Stadium
- New Bern Recreation Center
- Lee County Parks & Recreation Master Plan*

**Current Projects with Benesch*

A Proven Partnership

Graham-Mebane Lake

Master Planning Experience

O&L is currently working along side Benesch on the system-wide master plan update for Lee County as well as the master plan for the lake and lake environs at Graham-Mebane Lake in Alamance County.

Mr. Owen is providing staffing, operations and maintenance assessments for the team and working with proposed staff member Jon Wood, PLA, CLARB on these projects.

Responsive, Available Staff

While Benesch has a wide range of on-going projects across the firm, our proposed team has ample capacity to deliver your contract on time with the quality you expect. Below is the current workload and availability of our team members committed to this project.

Based on our resources and availability, we can complete Pender County's Plan by January 31, 2022 with a plan adoption in February 2022.

Team Member	On-Going Projects	Availability (Hours per week)
Benjamin Simpson, PLA, ASLA	• Mitchell Community College Public Safety Campus Master Plan • Cleveland Community College Sports Complex - Shelby, NC • Apple Creek Business Park - Gaston County Economic Development, NC	15
John Lavender, PLA	• Greenway Master Plan - Benton County, TN • Parks & Recreation Master Plan - Lee County, NC	32
Jon Wood, PLA, CLARB	• Parks & Recreation Master Plan - Granite Quarry, NC • Comprehensive Parks Plan - Marshville, NC • Parks & Recreation Master Plan - Lee County, NC	24
Kirsten Radomski, PLA, CLARB	All outstanding projects have been completed.	40
Kevin Desilet	• Graham-Mebane Lake Master Plan - Graham, NC • Parks & Recreation Master Plan - Granite Quarry, NC	20
Lester Barnes, PE	• Druid Hills Neighborhood Park - Charlotte, NC • Harrisburg Park - Harrisburg, NC	16
Steven Sawicki	• Apple Creek Phase II - Gaston County, NC • Stream Bank Repair Clarks Creek - Hickory, NC	30
Harold Owens (O&L)	• Various Assignments	20

PROJECT BUDGET

Based on the tasks described in the proposed scope of services listed in the RFQ, the Benesch team estimates the fees for the scope elements as follows:

A. Project Start Up/Inventory and Assessment	$7,500 - $9,000
B. Community Engagement	$7,500 - $9,500
C-G. Park & Recreation Plan Elements	$7,400 - $9,400
H. Strategic Action Plan	$7,500 - $9,000
J. Final Plan and Supporting Materials	$6,000 - $8,000
I. Meetings & Presentations/Progress Reporting	$7,000 - $8,500
Reimbursable Expenses	$2,500
Proposed Schedule of Fees	**$45,400 - $55,900**

We look forward to meeting with you to discuss and refine the scope of work and ultimately working with Pender County on the Parks and Recreation Comprehensive Master Plan assignment. Please let us know if you have any questions regarding our project budget.

Pender Memorial Park

Pender County Courthouse

Penderlea Gym & Auditorium

Hampstead Kiwanis Park

Pender County

Parks and Recreation Comprehensive Master Plan Update (RFP #210713-202)

mcgill Shaping Communities Together®

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PREPARED FOR

Vanessa Lacer, MPA
Long Range Planner
Pender County Planning and
Community Development
805 South Walker Street
Burgaw, NC 28425

PREPARED BY

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712 Village Road SW, Suite 103
Shallotte, NC 28470
910.755.5872
mcgillassociates.com

August 12, 2021

Vanessa Lacer, MPA, Long Range Planner
Pender County Planning and Community Development
805 South Walker Street
Burgaw, NC 28425

RE: Statement of Qualifications
Parks and Recreation Comprehensive Master Plan Update (RFP #210713-202)
Pender County

Dear Vanessa Lacer:

It is with genuine enthusiasm and commitment that McGill Associates, PA (McGill) submits this Statement of Qualifications (SOQ) in response to your Request for Proposal (RFP) for the development of an updated comprehensive parks and recreation master plan for Pender County. We understand the importance of this plan is to serve as a guiding document for the goals and objectives of the park system. Our team is excited to work with you, as well as your department, board of commissioners, parks and recreation board, and the community at large to fashion a plan intentionally formulated through your community's input and vision.

McGill was founded in 1984 on principles of service, which continue to drive our organization today. We offer the following strengths to add to your project:

Interest in the Project: The McGill team has worked with many similar-sized North Carolina communities on related projects and has a passion for recreation and the positive impact it can provide for our communities.

Distinctive Plan for Pender County: We understand that master plans are not a one-size-fits-all strategy. A master plan must respond and reflect the local community make-up and fulfill its needs.

Experienced Team: Our exemplary team has decades of planning and design experience across the Southeast, providing you with unmatched service. The proposed project team is comprised of planners, landscape architects, engineers, experienced facilitators, and public engagement specialists. Our staff has a depth and breadth of multiple resource talents. This comprehensive team is strategically positioned to address all aspects of your project needs within your specified timeline.

Park Experience in Coastal Communities: We possess a long track record of planning and design experience in coastal communities. Our land planning and recreation team has managed successful projects similar to Pender County for communities such as Brunswick County and Onslow County. McGill understands the nuances that need to be taken into consideration as we work on projects in these areas. For a more extensive list of coastal projects, please see page 13.

Funding and Plan Implementation: McGill has helped many of our clients with the grant application process to help fund the implementation of various park master plan recommendations, including North Carolina Parks and Recreation Trust Fund (PARTF) grants. LuAnn Bryan, McGill's project consultant, will lead our team with the grants and funding phase of this project. She has worked on over 288 PARTF grants that were funded and has assisted with other related grants for park development.

The McGill team offers extensive expertise in park master planning and recreational design projects, as well as site-specific civil engineering and grant administration. You will see in the following proposal a team of professionals that is uniquely qualified to provide outstanding assistance to your community.

McGill's interest in this project goes beyond the gratification of serving Pender County. We have a vested interest in bettering the livelihoods of communities and helping improve public welfare. Our team would be honored to discuss our qualifications with you further. Please do not hesitate to contact us by phone at 910.755.5872 or by email at michael.norton@mcgillassociates.com and mike.norris@mcgillassociates.com. Thank you for your consideration.

Sincerely,
MCGILL ASSOCIATES, PA

MICHAEL NORTON, PE*
Principal / Shallotte Office Manager

MIKE NORRIS, PLA
Director of Land Planning and Recreation

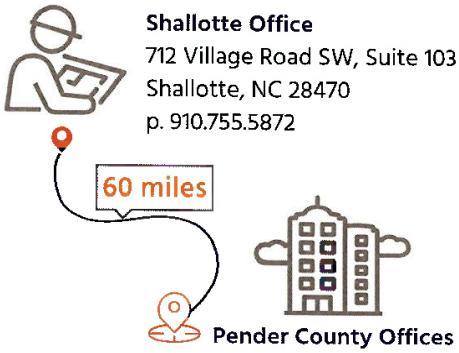
*Legally authorized to represent McGill in contracts

01 | Firm Overview

Contacts

Michael Norton, PE
Principal / Shallotte Office Manager
michael.norton@mcgillassociates.com

Mike Norris, PLA
Director of Land Planning and Recreation
mike.norris@mcgillassociates.com



How We're Different

McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, as well as consulting services.

Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill. By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community.

We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

What We Do

- Land Planning and Recreation
- Water and Wastewater
- Civil Engineering
- Water Resources
- Solid Waste
- Electrical Engineering
- Mechanical, Electrical, and Plumbing
- Surveying and Construction
- Environmental
- Consulting Services

At a Glance

Legal Name: McGill Associates, PA
Incorporated / Year: 1984
Business Type: Corporation

Number of Offices: 8
Number of Employees: 138

02 | Project Approach, Content, and Timeline

Kiwanis Park

Project Understanding

McGill understands that Pender County is seeking assistance for the development of a comprehensive parks and recreation master plan, which will evaluate existing facilities, parks, trails, and programs and will set project priorities for future planning. The Pender County Parks and Recreation Department oversees three parks and has the responsibility to maintain eight parks. We acknowledge that the selected firm will provide master planning and design services that meet the current North Carolina PARTF grant standards. We propose a five-phase process to satisfy the County's needs, address each of the tasks outlined in the RFQ, and provide a clear path for providing parks and recreation needs for Pender County through 2032.

This initiative addresses multiple objectives, including:

- Public involvement (focus group and stakeholder interviews)
- Recommendations and implementation measures for both acquisition and development
- Identify districts and level of service
- Analysis of programs, services, and staffing
- Development of recreation program parameters for the community
- Capital improvements programming
- Program implementation strategy

On the following pages is a summary of our proven approach for updating a comprehensive parks and recreation master plan for Pender County.

Project Approach

Phase 1: Project Management

At the beginning of the project, McGill will establish a project oversight group that will hold regular meetings to review progress, receive information, and assist in the development of recommendations for the project as it progresses. During Phase 1, McGill will:

- Coordinate with the County to designate a project oversight group
- Develop final project scope and plan for achieving all items outlined in Phase 1, including the development of the master plan document, executive summary, and all deliverables
- Program meaningful public involvement
- Finalize project schedule and budget
- Define project management parameters
- Outline recreation master plan objectives
- Detail the County roles in recreation services
- Complement and strengthen other local recreation programs
- Present briefings to County staff, as well as other pertinent officials
- Decide short-term and long-term strategies for program development

Review of Demographics Trends

McGill will review the County's current population, as well as projections provided by the County to better understand the market and growth trends.

Our team will:

- Review demographic and land-use forecast for a 10-year planning period
- Determine where and when anticipated growth will occur
- Recognize the user groups within the County to determine their recreation needs
- Understand recreational service areas and distribution for the existing and future recreation system

Phase 2: Inventory and Analysis

The team will conduct site visits with County staff to each site and parks and recreation facility to inventory and evaluate the facilities. This inventory analysis will include the following evaluation:

- Visual observation of ADA compliance
- Visual appeal of the park
- Park security
- Overall rating of the park setting

Pender Memorial Park

Other important tasks in the analysis will include the following. McGill staff will:

- Take inventory of public and private recreational services and facilities in the community that impact the citizens and identify gaps in programming and access in the County
- Review neighboring recreation and parks programs
- Identify private and non-profit opportunities
- Evaluate current recreation sites and examine regional recreation considerations
- Recognize limiting factors for program development
- Identify anticipated growth areas and rates
- Determine and integrate existing planning efforts
- Provide an overview of special facility trends
- Identify active and passive recreation facilities
- Uphold maintenance standards and address evolving program standards

Needs Assessment

- Compare current recreation facilities and amenities with state and national standards
- Develop specifications and formulate facility needs and locations, including ADA access barrier to parks, facilities, and services
- Identify and evaluate current and future recreation trends
- Develop a map and database of parks and recreation resources
- Pinpoint areas for potential park system acquisitions for new facilities and greenways

Community Information Gathering

McGill's approach to creating or updating a comprehensive parks and recreation master plan is to allow the process to be designed by the community, not for the community. Obtaining meaningful community input will be essential to developing a viable and successful planning document. Not only should opportunities be offered to allow residents to provide input but should also be planned in order to engage the community.

We understand that the County has already hosted community meetings throughout multiple areas of the County and completed a county-wide recreation survey / questionnaire. McGill will review and utilize this information in order to determine the needs and desires of the County residents. In addition to the County's community engagement efforts, the County desires for the consultant to conduct five focus group meetings and ten stakeholder meetings.

Focus Group Interviews and Stakeholder Meetings

Focus groups and stakeholders are a collective group of people from various organizations who would have interest in this planning effort and can offer input and guidance for this process. This forum is typically conducted at the initial stage of the planning effort and will provide an interactive discussion for obtaining meaningful input. The group may be composed of one or two representatives from organizations such as, civic groups, County Commissioners, Board of Education, economic development teams, athletic associations, and the Chamber of Commerce.

McGill has the resources to facilitate community engagement in a variety of innovative methods to appeal to the public. The following are meeting techniques that may include face-to-face (socially distanced), as well as through online presence using platforms such as Zoom, Google Meet, and Microsoft Teams.

Millers Pond Park

Phase 3: Recreation Facilities and Programs Service-Level Analysis, Benchmarking, Assessment, and Recommendations

Park Resources Assessment

As part of the County's park system analysis, McGill will evaluate other park systems throughout the state and Southeast that are of similar demographics, trends, and structure in order to compare and benchmark the department's level of service to other recreation systems. This data will assist in determining if the current level of service matches or varies from other recreation departments. The evaluation can strengthen a recommendation for future improvements to the community. Based on these findings, McGill will make specific recommendations addressing future needs, including park acquisitions, development, and program improvements.

Park Resources Action Plan

Recommendations and proposals in the park resources action plan will be based on input and results from the survey, public engagement, staff, and previous experience of McGill.

Recommendations

The recommendations McGill will provide will vary from improvements to existing parks and recreation facilities to new facilities in order to address the level of services and distribution of facilities.

We propose providing recommendations on the following:

- Recreation programming
- Parks and open space facilities
- Greenways, bikeways, and pathways
- Facilities
- Matching need with facilities
- Locating future recreation facilities
- Land acquisition
- Improvements at existing facilities
- Program linkages (shared use)
- Joint recreation planning interaction with County service providers and other recreation providers
- Economic development
- Quality of life indicators

Phase 4: Program Implementation and Plan Development

- Schedule new improvements and services
- Identify costs for proposed improvements
- Evaluate and develop recommendations for staffing
- Provide programming and funding strategies, including the formulation of a capital improvements plan
- Create an operations and maintenance plan
- Develop final priorities for development, including a plan to help implement the comprehensive plan goals and guide future park development)
- Based on Pender County's planning and development ordinances and applicable municipal ordinances, propose any amendments or new ordinances to accomplish park development goals and objectives

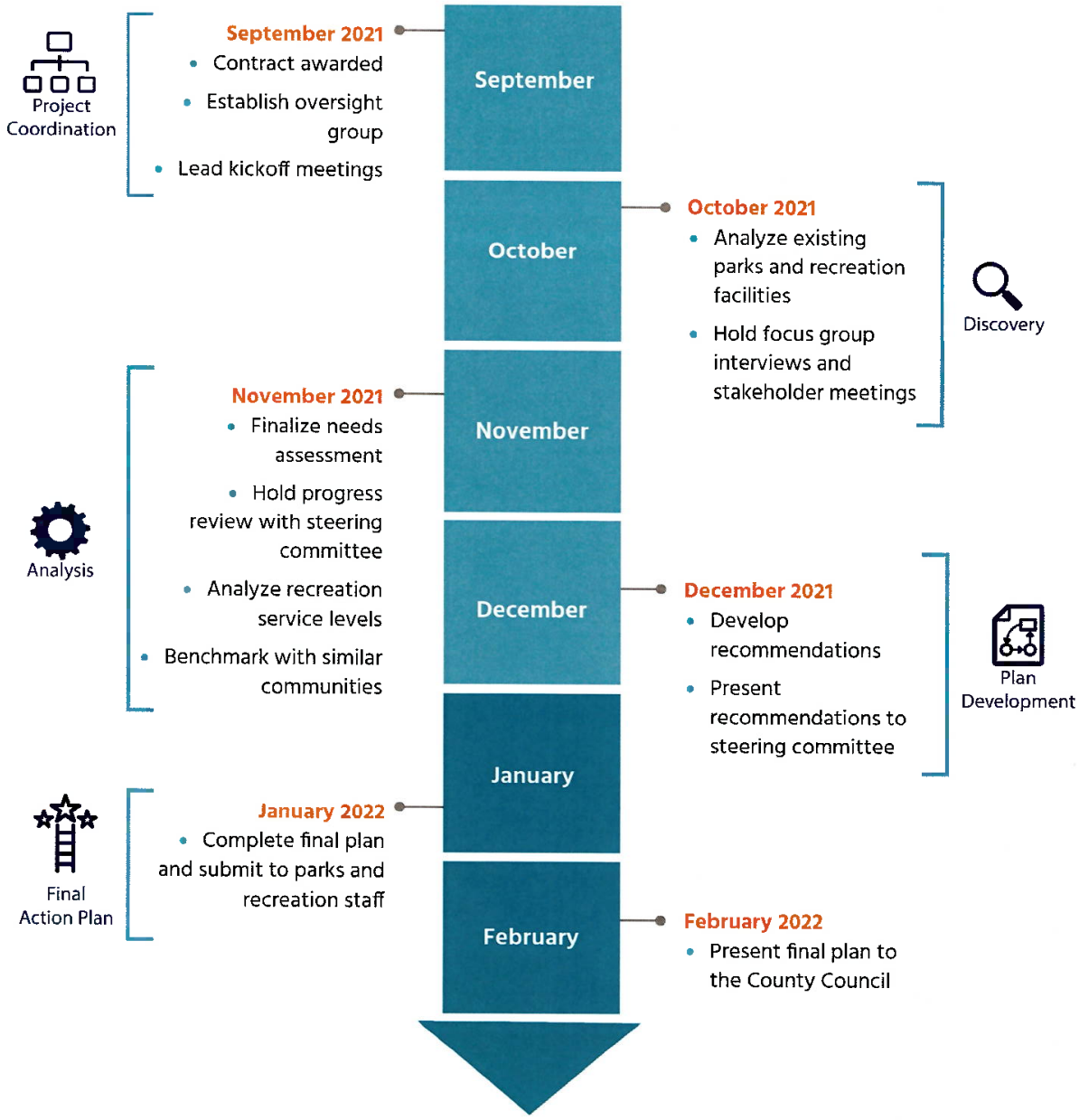
Phase 5: Final Plan Development

- Incorporate comments and changes from the project oversight group
- Submit draft to County staff, elected officials, and public for review
- Incorporate feedback from presentation findings
- Present final plan for approval and adoption of master plan

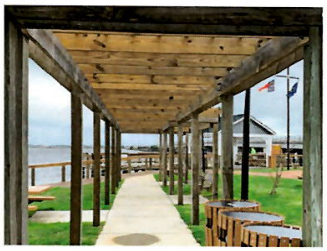
McGill is Committed to

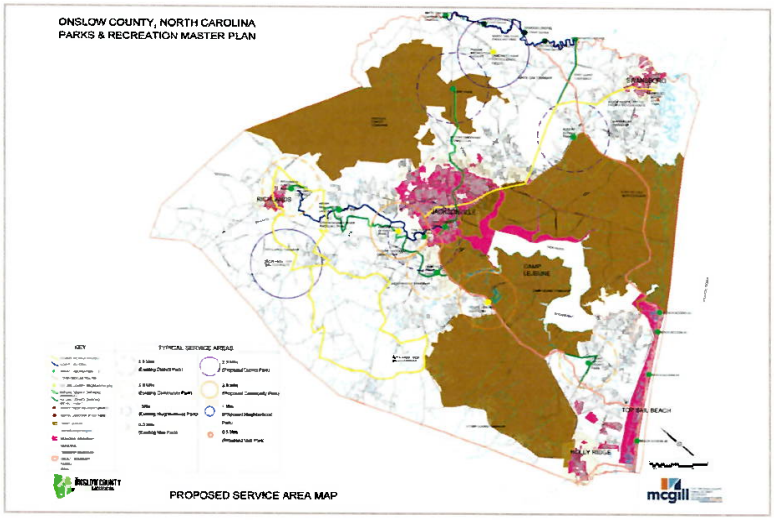
- **Responsiveness**
- **Open and Honest Communication**
- **Understanding Your Needs**
- **Working Together**

Project Schedule



03 | Past Project Experience and Client References





Comprehensive System-Wide Parks and Recreation Master Plan

Onslow County

This comprehensive parks and recreation master plan for Onslow County originated due to a need for additional active recreational opportunities and updates to the County's existing recreation facilities. The plan included:

- Parks assessment
- Demographics and trends review
- Benchmarking and level of service
- Public input and statically valid survey
- Staffing
- Implementation strategy

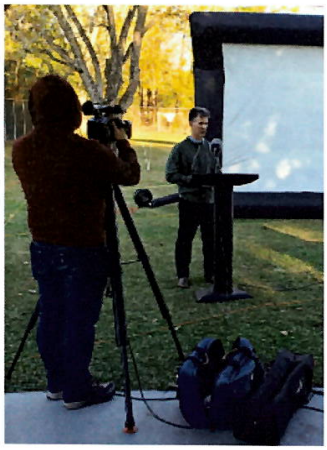
Onslow County is a growing community that is strongly influenced by the military base, Camp Lejeune, and its coastal communities. McGill utilized this information, as well as input from community focus groups and online and in-person community meetings, along with its inventory of existing conditions, previous experience, and research to develop an actionable plan for the community. Our team worked closely with the County to develop a strategy for recreational opportunities and prioritize existing and proposed facilities that address the County's needs now and in the future.

Client Reference

Katelyn White
Director of Parks and Recreation
910.347.5332
katelyn_white@onslowcountync.gov

Project Highlights

- Comprehensive parks and recreation master plan
- Online public engagement
- Socially distanced in-person public engagement
- Parks assessment
- Parks planning



Client Reference

Aaron Perkins
Parks and Recreation Director
910.253.2676
aaron.perkins@brunswickcountync.gov

Project Highlights

- County-wide land use plan
- Comprehensive parks and recreation master plan
- Online public engagement
- Socially distanced in-person public engagement

Blueprint Brunswick (Comprehensive Land Use and Parks and Recreation Master Plan)

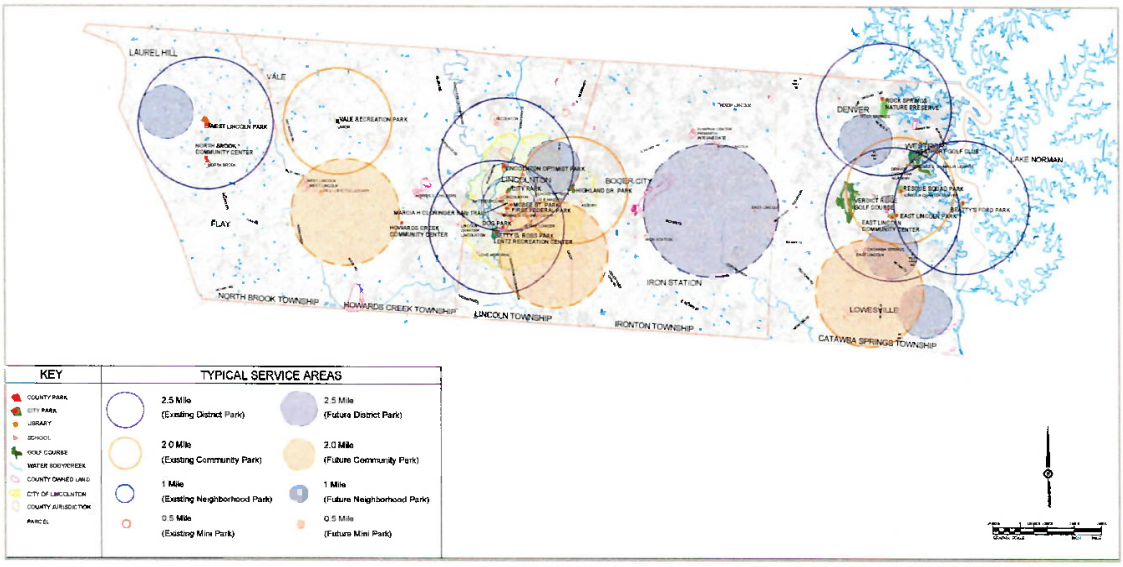
Brunswick County

McGill was selected to lead a 12-month joint effort between the planning department and the parks and recreation department to conduct a comprehensive land use and parks and recreation master plan. Deemed "Blueprint Brunswick," McGill has assisted the County with data collection and existing conditions assessments, community engagement visioning and strategy, public involvement, needs analysis, and obtaining resident preferences on recreational activities and public facilities.

Innovative Practices

By combining the efforts to produce a county land use master plan and a comprehensive parks and recreation master plan into one project, McGill is able to reduce the costs of obtaining public input for both plans.

During the COVID-19 pandemic, McGill utilized the County's recreation sign-up software to schedule socially distanced meetings throughout the County and engaged participants online on both Microsoft Teams and Zoom with breakout rooms. The breakout rooms allowed facilitators to foster more robust discussion in small groups.



Comprehensive System-Wide Parks and Recreation Master Plan Update

Lincoln County

McGill assisted Lincoln County and the City of Lincolnton with a comprehensive update to the recreation master plans for both entities. These plans evaluated existing facilities, parks, trails, and programs and set project priorities for future planning. We provided master planning and design services that meet the current PARTF grant standards. Our team used a five-phase process to satisfy the City and County's needs.

We understand that the community's need for additional and improved recreational programming will continue to grow in both the Town of Lincolnton and Lincoln County. These comprehensive recreation master plans represent a very important step for the community and signify a lasting commitment to planning and developing services that respond to growing and changing needs. This initiative addresses multiple objectives, including:

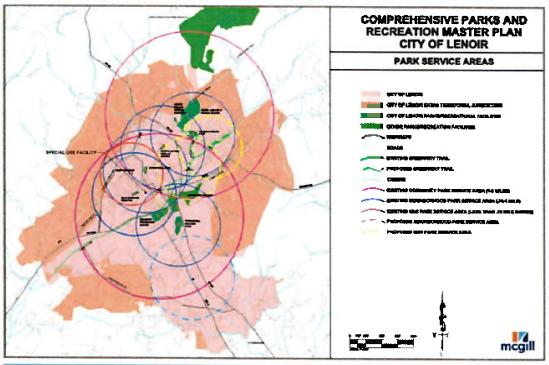
- Development of recreation program parameters for the community
- Coordination of programs and objectives with other recreation services providers
- Public engagement
- A structure and approach for program management
- Capital improvements programming
- Program and capital financing
- Program implementation strategy

Client Reference

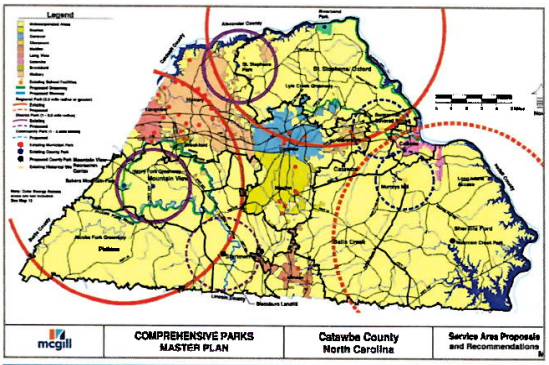
John Davis
Parks and Recreation Director
704.748.1518
recreation@lincolncounty.org

Project Highlights

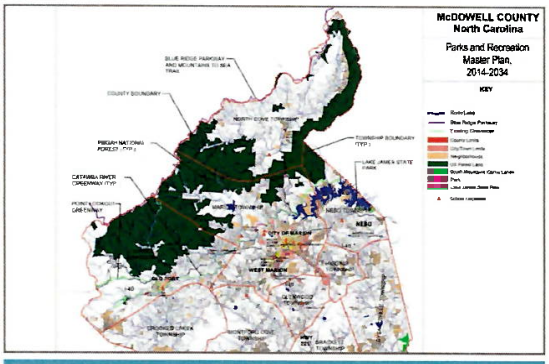
- Recreation programming
- Program objectives and goals
- Public engagement
- Capital improvements
- Financial planning
- Implementation strategy
- PARTF assistance
- Facilities evaluation
- Community needs assessment



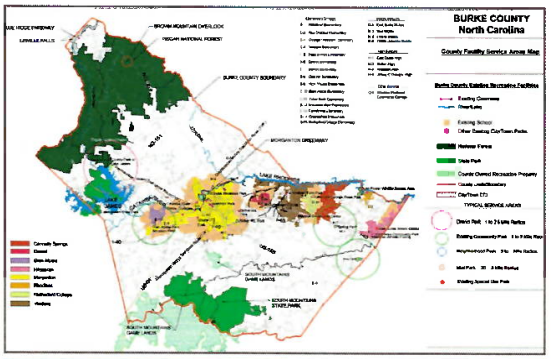
City of Lenoir Comprehensive Master Plan



Catawba County Comprehensive Master Plan



McDowell County Comprehensive Master Plan



Burke County Ten-Year Comprehensive Master Plan

System-Wide Recreation Plans Across North Carolina

McGill has assisted communities with system-wide recreation plans for over 20 years. Below is a sampling of our master plan project experience in the state:

- Ashe County
- Beaufort County
- Brunswick County
- Burke County
- Catawba County
- Chatham County
- City of Asheboro
- City of Boiling Spring Lakes
- City of Brevard
- City of Lenoir
- City of Lincolnton
- City of Marion
- City of Morganton
- City of Mount Holly
- City of Shelby
- City of Southport
- Davidson County
- Harnett County
- Lincoln County
- McDowell County
- Town of Aberdeen
- Town of Blowing Rock
- Town of Calabash
- Town of Cramerton
- Town of Forest City
- Town of Granite Falls
- Town of North Wilkesboro
- Town of Oak Ridge
- Town of Ocean Isle Beach
- Town of Pittsboro
- Town of Shallotte
- Town of Siler City
- Town of Southern Pines
- Town of Spring Lake
- Town of Stanley
- Town of Wendell
- Transylvania County
- Village of Pinehurst
- Village of Tobaccoville

McGill's Coastal Experience

We have worked on various park projects in numerous coastal communities in North Carolina, listed below by client:

Brunswick County
- Brunswick Nature Park
- Waterway Park Conceptual Master Plan
- Comprehensive Land Use and Parks and Recreation Comprehensive Master Plan
- Ocean Isle Beach Park
- Smithville Park
- Town Creek Park Master Plan
- Town Creek Park and Greenway
- Waccamaw Park

City of Greenville
- Wildwood Park

City of New Bern
- Martin Marietta Park

City of Southport
- Taylor Field Park Master Plan

Town of Calabash
- Waterfront Park Master Plan

Town of Leland
- Founders Park Master Plan

Town of Ocean Isle Beach
- Town Center Park

Town of Shallotte
- Comprehensive Recreation Master Planning
- Price Landing at Mulberry Park

Martin Marietta Park Conceptual Plan for the City of New Bern

References: Connect with Our Clients

Brunswick County

Contact Name: Aaron Perkins, Parks and Recreation Director; Randell Woodruff, County Manager

Address: 20 Referendum Drive NE, Bolivia, NC 28422

Phone Number: 910.253.2676; 910.253.2016

Email: aaron.perkins@brunswickcountync.gov; randell.woodruff@brunswickcountync.gov

Project Description: **Blueprint Brunswick (Comprehensive Land Use and Parks and Recreation Master Plan)**

McGill was selected to lead a 12-month joint effort between the planning department and the parks and recreation department to conduct a parks and recreation comprehensive plan. Deemed "Blueprint Brunswick," McGill has assisted the County with data collection and existing conditions assessments, community engagement visioning and strategy, public involvement, needs analysis, and obtaining resident preferences on recreational activities and public facilities.

By combining the efforts to produce a county land use master plan and a comprehensive parks and recreation master plan into one project, McGill was able to reduce the costs of obtaining public input for both plans.

During the COVID-19 pandemic, McGill utilized the County's recreation sign-up software to schedule socially distanced meetings throughout the County and engaged participants online on both Microsoft Teams and Zoom with breakout rooms. The breakout rooms allowed facilitators to foster more robust discussion in small groups.

Onslow County

Contact Name: Katelyn White, Director Parks and Recreation

Address: 1244 Onslow Pines Road, Jacksonville, NC 28540

Phone Number: 910.347.5332

Email: katelyn_white@onslowcountync.gov

Project Description: **Comprehensive System-Wide Parks and Recreation Master Plan**

McGill provided a comprehensive parks and recreation master plan, including project coordination, inventory and analysis, community engagement, statistically valid surveying, recreation facilities and programs proposals and recommendations, program implementation, and final plan.

Town of Holden Beach

Contact Name: Christy Ferguson, Assistant Town Manager

Address: 110 Rothschild Street, Holden Beach, NC 28462

Phone Number: 910.842.6488

Email: christy.ferguson@hbtownhall.com

Project Description: **Comprehensive System-Wide Parks and Recreation Master Plan**

McGill is currently assisting the Town of Holden Beach with a comprehensive system-wide parks and recreation master plan.

Lincoln County

Contact Name: John Davis, Parks and Recreation Director

Address: 115 West Main Street, Lincolnton, NC 28092

Phone Number: 704.748.1518

Email: recreation@lincolncounty.org

Project Description: **Comprehensive System-Wide Parks and Recreation Master Plan Update**

McGill assisted Lincoln County and the City of Lincolnton with a comprehensive update to the recreation master plans for both entities. These plans evaluated existing facilities, parks, trails, and programs and set project priorities for future planning. We provided master planning and design services that meet the current PARTF grant standards. Our team used a five-phase process to satisfy the City and County's needs.

Town of Shallotte

Contact Name: Mimi Gaither, Town Administrator

Address: Post Office Box 2287, Shallotte, NC 28459

Phone Number: 910.754.4032

Email: mgaither@townofshallotte.org

Project Description: **Comprehensive System-Wide Recreation Master Plan**

McGill assisted the Town of Shallotte with a comprehensive system-wide recreation master plan.

City of New Bern

Contact Name: Foster Hughes, CPRE, Parks and Recreation Director

Address: 300 Pollock Street, New Bern, NC 28560

Phone Number: 252.639.2915

Email: hughesf@newbernnc.org

Project Description: **Martin Marietta Park**

The City of New Bern hired McGill to develop a master plan for Martin Marietta Park, which was a land donation by the Martin Marietta Corporation. Martin Marietta's donation coincides with the City's vision to create a regional park with multi-recreational opportunities and the potential of an outdoor amphitheater capable of hosting entertainment and performances. The property consists of approximately 888 acres of land and lakes. The project received $475,000 in PARTF grant funding.

04 | Qualifications and Demonstrated Competencies

Team Overview

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project. Our comprehensive project team approach is particularly appropriate for projects where coordination, scheduling, and efficiency are important considerations.

Communication

Client Communication

We tailor our communication plan to the project and client's preference. At project initiation, McGill will establish the point of contact, preferred form of communication, and frequency of updates for the client. We adapt to meet our clients' needs and have the capability to communicate in multiple methods.

Michael Norton, PE

Principal / Shallotte Office Manager

Michael Norton is a lifelong resident of Brunswick County with more than 27 years of professional engineering experience along the Carolina coast in both the public utilities industry and private consulting sectors. He has extensive experience in project management, business planning, employee and contractor oversight, and cooperative efforts with regulatory, public, and private entities. Michael's training and skills have allowed him to be successful in the planning, design, and implementation of numerous assignments, including power plant outage projects, regional electrical distribution system installations and replacements, major environmental permitting and land use assessments, as well as commercial, residential, industrial, and municipal development activities.

Education

MBA, East Carolina University

BS, Mechanical Engineering with Minor in Graphics Communication, North Carolina State University

Professional Licensure

PE NC #025856
PE SC #23041

Professional Certification

Aquatic Pesticide Applicator Certification NC #026-20555

Professional Associations

- Professional Engineers of North Carolina (PENC)
- National Society of Professional Engineers (NSPE)

Years of Experience

27

Specializations

- Project oversight
- Regulatory coordination
- Site planning

Related Experience

- Comprehensive Land Use and Parks and Recreation Comprehensive Master Plan, Onslow County
- Blueprint Brunswick (Comprehensive Land Use and Parks and Recreation Master Plan), Brunswick County
- Comprehensive System-Wide Parks and Recreation Master Plan, Town of Ocean Isle Beach
- Comprehensive System-Wide Parks and Recreation Master Plan, Town of Shallotte
- Riverfront Park Master Plan, Town of Calabash
- Waterfront Park Master Site Plan Development
- Taylor Field Park Master Plan, City of Southport
- Brunswick Nature Park, Brunswick County
- Holden Beach Waterway Park Conceptual Master Plan, Brunswick County
- Ocean Isle Beach Park, Brunswick County
- Smithville Park, Brunswick County
- Town Creek Park Master Plan and Development, Brunswick County
- Town Creek Park and Greenway, Brunswick County
- Waccamaw Park, Brunswick County
- Town Center Park, Town of Ocean Isle Beach
- Leland Municipal Complex Park, Town of Leland

Mike Norris, PLA

Director of Land Planning and Recreation

Mike Norris is an award-winning, registered landscape architect with extensive experience in park master planning and design services. He has performed sustainable comprehensive park master planning and design, landscaping design, and signage and trail design. Mike offers expertise in all phases of landscape architecture and land planning, including master planning, due diligence evaluations, rezoning, ADA compliance, and public information sessions. Mike has an array of experience garnering interactive public input, and he particularly enjoys involving the public in his projects through community meetings and charrettes, which allow him to understand the needs and culture of the community. He has completed many successful projects that incorporate active and passive park planning, greenways, trails, and streetscapes — many of which incorporate environmentally respectful planning and low-impact design elements.

Education

BLA, North Carolina State University

Professional Licensure

PLA NC #1048
PLA SC #1016
PLA TN #836

Professional Associations

- American Society of Landscape Architects (ASLA)
- North Carolina Recreation and Park Association (NCRPA)

Years of Experience

24

Specializations

- Comprehensive master planning
- Park design
- Public information sessions
- Management
- Project management
- Park programming

Mike has comprehensive system-wide master planning experience with many North Carolina municipalities and counties, including:

- Onslow County
- Brunswick County
- Town of Ocean Isle Beach
- Town of Blowing Rock
- Town of Wendell
- Town of Siler City
- Ashe County
- Burke County
- Catawba County
- Chatham County
- City of Brevard
- City of Lenoir
- City of Marion
- City of Shelby
- Lincoln County
- McDowell County
- Town of Calabash
- Town of Holden Beach
- Town of Pittsboro
- Town of Southern Pines
- Town of Winterville
- Transylvania County
- Village of Pinehurst

Mike has site-specific master planning experience with many waterfront parks including:

- Martin Marietta Park, City of New Bern
- Holden Beach Waterway Park, Brunswick County
- Riverfront Park, Town of Calabash

LuAnn Bryan

Project Consultant

Through her 43-year career in parks and recreation, LuAnn Bryan has developed a deep knowledge of and a diverse mix of experience in the profession. After graduating from college, she pursued her interest in the field and became the fourth female park ranger in North Carolina. LuAnn has worked on a variety of projects, including master plans, trail design (up to 47-mile long trails), pocket parks, school parks, downtown parks, major athletic complexes, aquatic facilities, and recreation centers (0.5-acre projects all the way up to 1,000-acre projects). LuAnn has significant experience talking with and relating to citizens and local leaders of communities, which she has found to be essential for project success. She has good relationships with many park and recreation professionals across the state; these relationships, along with her grant experience, are advantageous for any project. LuAnn enjoys being a part of a team that brings outstanding park and recreation facilities to fruition and finds that helping communities develop parks and facilities — particularly ones that do not have any — is very rewarding.

Related Experience

- Comprehensive System-Wide Parks and Recreation Master Plan, Onslow County
- Blueprint Brunswick (Comprehensive Land Use and Parks and Recreation Master Plan), Brunswick County
- Recreation Master Planning Services, Town of Holden Beach
- Recreation Master Planning Services, Town of Shallotte

In her position with the Recreation Resources Service (May 2007–February 2019), LuAnn assisted 20 coastal counties and communities with PARTF projects. LuAnn:

- Administered PARTF and federal Land and Water Conservation Fund (LWCF) grants
- Consulted with local governments, non-profits, land trusts, and other organizations on various issues — regional planning, local planning, grants, citizen training, and other related park and recreation concerns
- Provided technical assistance, consulting, training, facilitation, and workshops to local governments and citizen boards

When LuAnn was employed with CAMA as a field consultant, she also worked with park areas and beach access sites.

Education

MPA, East Carolina University

MS, Recreation Resources, North Carolina State University

BS, Parks, Recreation, and Conservation Administration, East Carolina University

Professional Associations

- Natural Resource Leadership Institute (North Carolina State University)
- Supervisory Management School (North Carolina State University, National Recreation and Park Association)

Years of Experience

43

Recognition and Awards

- Outstanding Alumni Award – ECU Parks and Recreation Department
- William Craven Meritorious Service Award – Park Ranger Institute
- Founding Member of the Park Ranger Institute

Specializations

- Master planning
- Trail design
- Parks

Jim Ford

Park Planner

Jim Ford is an experienced planner who creates sustainable designs through environmentally conscious greenway and open space design and low-impact development concepts. Jim has attained LEED Platinum and Gold designations for numerous landscape plans. He serves public interests through quality landscape design, ecologically sensitive planning, and environmental design to help protect and restore native habitats, improve water and air quality, and provide educational opportunities for people of all ages. Jim's focus includes public outreach and stakeholder input, technical and site detailing, plants and ecology, park planning, and site design and building material use. Having a great deal of experience in graphic layout and design, he excels in producing high-quality hand and computer-generated presentations and animated 3-D site models.

Education

MLA, Florida Agricultural and Mechanical University

BS, Physical Education and Sports Management, Florida State University

Years of Experience

18

Specializations

- Master planning
- Park planning
- Community engagement
- Design

Related Experience

Jim has comprehensive system-wide master planning experience with many North Carolina municipalities and counties, including:

- Onslow County
- Brunswick County
- Town of Ocean Isle Beach
- Town of Blowing Rock
- Town of Wendell
- Town of Siler City
- Ashe County
- Burke County
- Catawba County
- Chatham County
- City of Brevard
- City of Lenoir
- City of Marion
- City of Shelby
- Lincoln County
- McDowell County
- Town of Pittsboro
- Town of Southern Pines
- Town of Winterville
- Transylvania County
- Village of Pinehurst

Jim has site-specific master planning experience with many waterfront parks including:

- Martin Marietta Park, City of New Bern
- Holden Beach Waterway Park, Brunswick County
- Riverfront Park, Town of Calabash

Kurtis Durrant

Park Planner

Kurtis Durrant has been in the design field for five years as a landscape designer, working on residential outdoor environments. During his tenure as a graduate student, he took an interest in how the outdoors can affect childhood development, as well as looking at how the outdoors can impact the health and well-being of people. Kurtis has taken a particular interest in motivating people, especially families, to get outdoors for physical, social, and mental health. He is a firm believer that when people get outside, whether in natural or built environments, the health benefits will make them stronger — physically and emotionally.

Education

MLA, North Carolina State University

BS, Horticulture / Landscape Design, North Carolina State University

AS, Horticulture Technology, North Carolina State University

Years of Experience

5

Specializations

- Landscape design
- Residential outdoor environments
- Health benefits of outdoor activities

Related Experience

- Comprehensive System-Wide Parks and Recreation Master Plan Update, Lincoln County
- Comprehensive System-Wide Parks and Recreation Master Plan, Town of Holden Beach
- Comprehensive System-Wide Parks and Recreation Master Plan, Town of Ocean Isle Beach
- Comprehensive System-Wide Parks and Recreation Master Plan, Town of Blowing Rock
- Comprehensive System-Wide Parks and Recreation Master Plan, Town of Wendell
- Comprehensive System-Wide Parks and Recreation Master Plan, Town of Oak Ridge
- Brunswick Waterway Park, Brunswick County
- Waterfront Park Master Plan, Town of Calabash
- Landscape Design Bond Project, Brunswick County Schools
- Taylor Field Park Master Plan, City of Southport
- Town Park Master Plan Update and PARTF Grant Application, Town of Ocean Isle Beach
- Hollybrook Park Master Planning, Town of Wendell
- Wildwood Park Improvements, City of Greenville, NC
- Reservoir Park Improvements, Town of Southern Pines

Debbie Wilson

Coastal Management Specialist

Debbie Wilson recently retired as the district manager of the North Carolina Division of Coastal Management, after serving more than two decades in various related roles. As McGill's coastal management specialist, she brings a strong working knowledge of state and federal permitting programs, especially those related to coastal land and marine development activities.

Debbie had oversight of implementation and enforcement of the Coastal Resources Commission's (CRC) rules and policies for coastal development pursuant to the North Carolina Coastal Area Management Act (CAMA) and the North Carolina Dredge and Fill Law out of the Wilmington regional office. Debbie was directly responsible for providing pre-application consultation, conducting site visits, reviewing and preparing biological assessments, evaluating agency and public comments, and issuing permits through a delegated process.

Prior to working for the North Carolina Dredge and Fill Law Division of Coastal Management, Debbie acted as the Assistant Chief Zoning Officer / CAMA Local Permit Officer for New Hanover County and was a wetland delineator for the Eco Science Corporation. She is well known for her leadership skills, results-oriented focus, and advanced technical skills in coastal management.

Debbie has a working knowledge of state and federal permitting programs, especially related to coastal land and marine development activities, as well as strong written and verbal communication, leadership, and problem-solving skills.

Related Experience

- Blueprint Brunswick (Comprehensive Land Use and Parks and Recreation Master Plan), Brunswick County
- Pender County CAMA Investigation, ATMC, Pender County
- Comprehensive Parks and Recreation Master Plan, Town of Calabash
- Recreation Master Planning Services, Town of Shallotte

Education

BS, Environmental Studies, University of North Carolina at Wilmington

AS, Business, Solano Community College

Years of Experience

21

Specializations

- Wetland delineations
- Zoning
- State and federal permitting
- Coastal management
- CAMA regulations
- Customer service

05 | Staffing Capacity and Availability

Current and Projected Workload of the Land Planning and Recreation Team

Project Name	Client	Expected Completion Date	Project Type
Blueprint Brunswick (Comprehensive Land Use and Parks and Recreation Master Plan)	Brunswick County	September 2021	Master Plan
System-Wide Parks and Recreation Master Plan	Ashe County	October 2021	Master Plan
System-Wide Parks and Recreation Master Plan	Town of Knightdale	October 2021	Master Plan
System-Wide Parks and Recreation Master Plan	Haywood County	November 2021	Master Plan
Heritage Park	Town of Oak Ridge	December 2021	Park
Horton Community Pool Improvements	Lee County	January 2022	Pool Renovation

Team Member Availability

Team Member	% Available
Michael Norton, PE, Principal / Shallotte Office Manager	15%
Mike Norris, PLA, Director of Land Planning and Recreation	28%
LuAnn Bryan, Project Consultant	40%
Jim Ford, Planner	44%
Kurtis Durrant, Planner	44%
Debbie Wilson, Coastal Management Specialist	44%

06 | Project Fee Structure and Cost Estimate

Basis of Compensation

We anticipate providing the efforts described in this proposal based on McGill's hourly fees, which are provided on the following page. McGill will furnish all labor, materials, supervision, and travel to undertake and complete the update to the Pender County Parks and Recreation Comprehensive Master Plan. Our fee for this project — based on the scope of work — is $47,200.

Our staff has many years of collective experience and a lengthy record of effective cost control, accurate project scheduling, high-quality work, and innovative design capabilities. McGill works with municipal clients both large and small with varied needs. We will tailor this project to be the most cost-effective to meet your needs.

Fee Structure

Detailed and Itemized Project Budget

Phase Number	Phase Name	Fee
Phase 1	Project Management	$4,700
Phase 2	Inventory and Analysis	$7,500
Phase 3	Recreation Facilities and Programs Service-Level Analysis, Benchmarking, Assessment, and Recommendations	$8,300
Phase 4	Program Implementation and Plan Development	$10,200
Phase 5	Final Plan Development	$16,500
Total		**$47,200**

McGill's Hourly Rates

Professional Fees	I	II	III	IV
Senior Principal	$ 225			
Principal – Regional Manager – Director	$ 190	$ 205	$ 210	$ 215
Practice Area Lead	$ 160	$ 170	$ 195	$ 210
Senior Project Manager	$ 170	$ 185	$ 195	$ 200
Project Manager	$ 155	$ 165	$ 175	$ 180
Project Engineer	$ 110	$ 125	$ 140	$ 145
Engineering Associate	$ 95	$ 100	$ 110	$ 115
Planner – Consultant – Designer	$ 100	$ 115	$ 135	$ 150
Engineering Technician	$ 90	$ 105	$ 115	$ 120
CAD Operator – GIS Analyst	$ 80	$ 85	$ 95	$ 100
Construction Services Manager	$ 130	$ 145	$ 155	$ 160
Construction Administrator	$ 95	$ 110	$ 120	$ 125
Construction Field Representative	$ 85	$ 90	$ 95	$ 100
Environmental Specialist	$ 85	$ 95	$ 100	$ 105
Surveyor	$ 85	$ 90	$ 95	$ 100
Surveying Associate	$ 70	$ 75	$ 80	$ 85
Survey Technician	$ 75	$ 80	$ 85	$ 90
Survey Field Technician	$ 60	$ 65	$ 70	$ 75
Administrative Assistant	$ 70	$ 75	$ 80	$ 85

Expenses

- Mileage – $0.65/mile
- Robotics/GPS Equipment – $25/hr.
- Survey Drone – $100/hr.
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

Associated Services

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

PROPOSAL FOR
PROFESSIONAL SERVICES

August 12, 2021

PARKS AND RECREATION MASTER PLAN

PENDER COUNTY, NORTH CAROLINA

RFP #210713-202

GREENPLAY LLC
The Leading Edge In Parks, Recreation, And Open Space Consulting

Contact: Teresa Penbrooke, PhD
1021 E. South Boulder Rd., Suite N
Louisville, CO 80027
(303) 870-3884 (direct)
teresap@greenplayllc.com

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August 12, 2021

Pender County Planning and Community Development
Attn: Vanessa Lacer
805 South Walker St.
Burgaw, NC 28425

Dear Ms. Lacer and Members of the Selection Committee:

To create a 10-year vision for parks, recreation areas, open spaces, trails, facilities, and programming, GreenPlay proposes to work closely with Pender County to complete your Parks and Recreation Master Plan. This plan will update the existing document, which was completed in 2010 and will address some recommended action items of the 2.0 Comprehensive Land Use Plan.

The project scope includes an assessment of the system, allowing you to plan for current and future conditions within the County. We know that one goal of the 2.0 Comprehensive Land Use Plan is to manage growth responsibly. Recommendations set forth from the planning process will allow you to responsibly grow your parks and recreation system with your community.

To help the County meet and exceed all of your goals for this plan, we have assembled a comprehensive team to address each of your desired outcomes. This team blends local and technical expertise with GreenPlay's experience and expertise in parks and recreation operations. The team includes:

- **GreenPlay**: Lisa Wolff, MSL, CPRP, and Art Thatcher, MPA, CPRP
  We are management planners focusing on project management and coordination, community and stakeholder engagement, operations and financial analysis, maintenance recommendations, financial analysis, and development of final recommendations. As former operators of parks and recreation departments in North Carolina and Virginia, we know how important it is to have operational sustainability. This project will be led out of our Burlington, NC, office.
- **Stewart:** Emily Blackwell, PLA, ASLA, CLARB, and Mark Shawl, PLA
  Stewart is located throughout North Carolina and South Carolina, with offices in Durham, Raleigh, Charlotte, Wilmington, and Columbia. With a unique interdisciplinary collaborative approach that results in stronger and more creative design solutions, Stewart serves domestic and international clientele, offering a full range of services to meet the needs of its clients. Stewart will provide landscape architecture and conceptual costing.
- **RRC Associates (OPTIONAL)**: Chris Cares
  We know that you are working with a limited budget. If funding allows, we can add RRC Associates to design and implement a statistically-valid survey as part of the community and stakeholder engagement portion of the plan. RRC has developed surveys for over 150 similar projects with GreenPlay.

We are familiar with the requirements for grants funded by the Parks and Recreation Trust Fund, having completed many similar projects in North Carolina. Our record in parks, recreation, and open space has been outstanding. We look forward to the opportunity to apply the same skills to assess your parks, recreation facilities, trails, and open spaces to develop visionary recommendations. **I will serve as primary contact person, and contact information is listed below. If you have any questions related to this proposal, please feel free to contact me at the number listed below. I am authorized to represent GreenPlay.**

Sincerely,

Teresa L. Penbrooke

Teresa L. Penbrooke, PhD, MAOM, CPRE, CEO and Founding Managing Member
Contracting Principal
(303) 870-3884 (direct) | teresap@greenplayllc.com

GREENPLAY LLC
The Leading Edge In Parks, Recreation,
And Open Space Consulting

I. Project Approach, Content, and Timeline

PROJECT UNDERSTANDING

Pender County is one of the largest counties by land area in North Carolina. Located 25 miles north of Wilmington, the County is home to about 63,000 according to the 2019 estimate from the American Community Survey. Your county includes five incorporated towns, one incorporated village and many unincorporated areas.

We know that the County operates and maintains three parks - Kiwanis Park in Hampstead, Millers Pond Park in Rocky Point, and Pender Memorial Park in Burgaw. Your Park and Recreation Department also offers parks and recreation services and amenities in other County-owned facilities. Programs include summer camp and other camps, youth and adult sports, concerts and other community events, active and passive recreation including hiking, biking, and water based recreation, and more.

Your goals for this project include developing a vision for parks, recreation, open space, trails, and
Our team consists of members who have managed parks and recreation departments. We are also experts in cost recovery and identification of alternative funding opportunities.

We will work with you to create realistic and implementable recommendations that will help you best manage the parks, recreation, and open space assets in your system. Our team will provide a comprehensive community and stakeholder engagement process to allow Pender County residents to communicate their needs.

This plan will result in clear goals, policies and standards for parks, recreation areas, open space,and programming for the next 10 years. One goal of the County's 2.0 Comprehensive Land Use Plan is to manage growth and development. We understand that two areas of the County are growing more quickly than others. We know that the County consists of a mix of rural and urban areas, and that in much of coastal North Carolina, traditionally rural areas are facing growth pressure. This plan will allow you to respond to growth in a responsible way while ensuring access to parks and recreation by all County residents.

The following scope of work has been developed based on our understanding of your needs. However, we are flexible and will tailor the final scope following award of contract.

SCOPE OF WORK

STRATEGIC KICK-OFF, AND DETERMINATION OF CRITICAL SUCCESS FACTORS

Following award of contract, we will conduct a scoping call with the County's Project Manager. To ensure that all of your goals and objectives for this plan are met, the GreenPlay team will provide a Detailed Work Plan for discussion at a Strategic Kick-Off (SKO) meeting with your project team.

We will review the details of the work plan and formalize the timeline and tasks for your project. Accepted methodologies and tasks, final number and types of meetings, expected quality and formats for deliverables, and agreement on implementation strategies will be formalized.

We will set a timeline for public involvement, detailed staff time requirements, and focus groups, and will discuss desired outcomes with the Project Team.

Project Coordination
During SKO, our team will work closely with your team to identify key "Critical Success Factors" that will ensure that all factors of importance that are unique to Pender County are included. We will supply written Monthly Progress Reports that cover recent progress, outstanding issues or information needed, upcoming meetings and agendas, and next steps. We have found this to be an effective communication tool, adding a level of efficiency and quality assurance to our projects. We will always be available for phone, video conferencing, or email communication.

Project team progress meetings will be formally held as often as necessary, but in no case less than monthly, with project updates via email or phone to the Project Manager until the final plan is approved. We will supply your Project Manager with one (1) electronic copy of all completed or partially completed reports, studies, forecasts, or plans deemed necessary at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings as necessary at key times during the development of this plan.

We will provide up-to-date information for posting on the County's website and/or an independent project website for review of progress by stakeholders and the public.

Information Gathering
Our team will collect as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the needs assessment. As it pertains to the project, we will integrate information from recent and/or current planning work completed by Pender County, including the 2.0 Comprehensive Land Use Plan, the 2010 Parks and Recreation Master Plan, relevant projects completed by the municipalities within the County, multi-year budgets and CIP plans, individual park master plans, and others as applicable.

The planning process will consolidate relevant information from these planning documents, and from budgets, work plans, and funding plans utilized by the County's Parks and Recreation Department a to facilitate the comprehensive coordination of direction and recommendations.

A. INVENTORY AND ANALYSIS OF PARKS, RECREATION AREAS, GREENWAYS, OPEN SPACE, TRAILS, FACILITIES, AND AMENITIES

Our team will create an inventory of existing recreational programs, services, and facilities provided by the County and private providers. We will provide a resource map identifying where parks and recreation resources are located and identify potential barriers to participation.

We will assess the condition of each of your three parks along with your facilities, including the Holly Shelter Shooting Range, Courthouse Square, Hampstead Annex, Pender Land Greenway, and Penderlea Park and make recommendations for needed improvements. The inventory and resource maps will include significant parks and facilities operated by municipalities within the County as well as State-owned game areas.

We will include a comparative analysis to communities of similar size, density, and rural/urban makeup and will compare your system to nationally accepted standards.

Facilities, Lands, and Asset Gaps Analysis
Our team will research, collect, and assemble other data necessary to complete the project given available information. We can work with various information formats and will produce the final deliverables in both digital spatial analysis and textual formats that are dynamic and easily used and become the property of the County upon completion of the project. We will utilize the inventory data as well as our local expertise to make capital improvement recommendations, including potential phasing, acquisition, renovations, and conceptual costing.

We will develop design guidelines and classifications for parks and recreation assets, identify noted areas of service shortfalls and projected impact of future trends. We will use the results of the demographics and trends analysis to map locations for potential land acquisitions.

Aligning with the results of the focus groups, stakeholder meetings, needs assessment, current capacity, and future growth, our GreenPlay team will help identify and prioritize unmet facility and asset needs in the community. We will develop high level conceptual costing for renovation/development of existing facilities in order to enhance your level of service.

Programs and Services Gaps
Working with the Parks and Recreation Department and the County's project team, we will collect and analyze information on participation, needs, desires, operations, and management strategies for programming and service offerings, and make recommendations. We will identify areas of service shortfalls and projected impact of future trends.

Using the results of the statistically-valid survey, focus groups, stakeholder meetings, needs assessment, current level of service, alternative providers in the market, and current capacity, GreenPlay will identify and prioritize the unmet programming needs in the community. We will conduct a comparative analysis of your programs to communities of similar size, density, and rural/urban makeup and will compare your system to nationally accepted standards. GreenPlay has completed similar projects for New Hanover County, Iredell County, and other municipalities in North Carolina. We will use a combination of existing information and data collected from up to five similar agencies to create these comparisons.

Demographics Analysis
We will conduct a demographic analysis and market profile of Pender County. Our team will utilize all information available from previous planning efforts, the U.S. Census Bureau, Esri, and other national and local sources. We will work directly with your leadership to help document growth and redevelopment areas and land use changes.

A detailed demographic analysis based on service areas will outline trends and information that could affect the need for land acquisition, development, and regional planning.

Trends Analysis
Trends analysis will consider demographic shifts and their impact on future parks and recreation provisions. This analysis will also identify interest and participation levels for a variety of activities, will assess how services are provided through both administrative and planning trends, and will evaluate how Pender County facilities, programs, parks, trails, open spaces, and amenities compare to national and regional trends.

B. PUBLIC AND STAKEHOLDER ENGAGEMENT

To determine the needs and desires of the Pender County community, our team will engage stakeholders, using multiple engagement methods to engage residents from all facets of your diverse community. In order to reach the most broad selection of participants, we suggest using a combination of online and in-person engagement methodologies. We know that the County has already conducted community and stakeholder engagement to determine opinions and perceptions of parks and recreation facilities and services. We will incorporate data that has already been collected into our findings.

We have found that a hybrid approach to community engagement results in a better representative sample of the community.

The participation process utilized will be customized to your community's unique situation, emphasizing data collection methods that are efficient, effective, and that incorporate your available resources to the greatest extent possible. Individual users and non-users, user groups, special interest organizations, associations, and other stakeholders will be given ample opportunity to participate in the development of this Master Plan. We will also use social media and other tools to engage all facets of the community, including youth. We will conduct a minimum of three public meetings in different areas of the County.

Based on previous successes, the following community engagement strategy approach is designed to assure residents, user groups, community associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the development of the plan.

- **Initial Information Gathering**: Collection of as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the plan.

- **Focus Group Meetings**: We will conduct a minimum of five (5) focus groups drawing from user individuals and groups, Recreation Department employees, other County employees, Parks and Recreation Advisory Board members, Planning Commission members, non-profits, etc., and primary stakeholders such as youth, seniors, other recreation providers, representatives from educational institutions in the community and Pender County Schools representatives, citizens with disabilities, school officials, and other stakeholders, as mutually determined.
- **Public Community Meetings**
  - One during the information gathering portion of the project that will provide an introduction to the project (i.e., purpose, scope, expected outcomes) and an opportunity to provide input about the desires and needs of the community.
  - One to present the "findings" of the needs assessment (i.e., community input results, inventory results, areas of focus for the recommendations) and an opportunity to provide comments about the information presented, and identify potential solutions.
- **Stakeholder Interviews:** During onsite visits and as appropriate, we will conduct at least 10 stakeholder interviews. We will meet with and/or have phone conversations with those who can contribute specific information that may need to be conveyed in a more detailed manner.
- **Statistically-Valid Survey OPTIONAL** – Details follow.
- **Findings Presentation**: We will compile and present a summary of findings from the inventory, needs assessment and initial analysis for validation by staff, decision makers, stakeholders, and the public.

COVID-19 CONSIDERATIONS

GreenPlay has been successfully completing projects including community engagement throughout the Covid-19 Pandemic. We are very sensitive to local conditions and phasing guidelines. All in-person engagement will be conducted with appropriate social distancing protocols, and we can conduct virtual engagement through various methods.

GREENPLAY PROVIDES MOE

GreenPlay offers even more ways to reach your community through Mobile-Optimized Engagement (MOE). These innovative strategies help solve one of the most common reasons people don't attend meetings – lack of time. In addition, these tools capitalize on reaching 81% of Americans of all demographics in the most convenient manner, to which they have access throughout the day – their smartphone.

Now, your community members don't have to come to a public meeting. We recognize that not everyone would prefer (or have access to) technology, and we love our in-person contacts, but many community members are accustomed to doing things online. They can participate comfortably wherever they are. This allows us to engage additional people who typically won't come to public meetings – those with kids, lack of transportation, demanding schedules, or many other reasons, and we can solicit their opinion and involvement in a new way. We have successfully conducted virtual engagement on similar projects, so there is no learning curve.

The following methods and tools can be customized for your situation:

MOE
MOBILE OPTIMIZED ENGAGEMENT

- **Online Public Meeting**:
  We can schedule an online public meeting so that anyone who is not able to attend in-person can participate through Zoom. The online meeting is facilitated in a way that informs and engages participants by inviting feedback through chat features and informal polling. Participants receive a link and the time, and a recording of the meeting can be distributed and posted after the event.

- **Public Meeting Livestream**: During one of our on-site public meetings, for an additional fee, GreenPlay can livestream the meeting using either Facebook Live or Zoom. Using the chat feature, participants can ask questions and provide feedback. Typically, livestreams do not require registration, and the date/time of the event is advertised prior to the meeting.

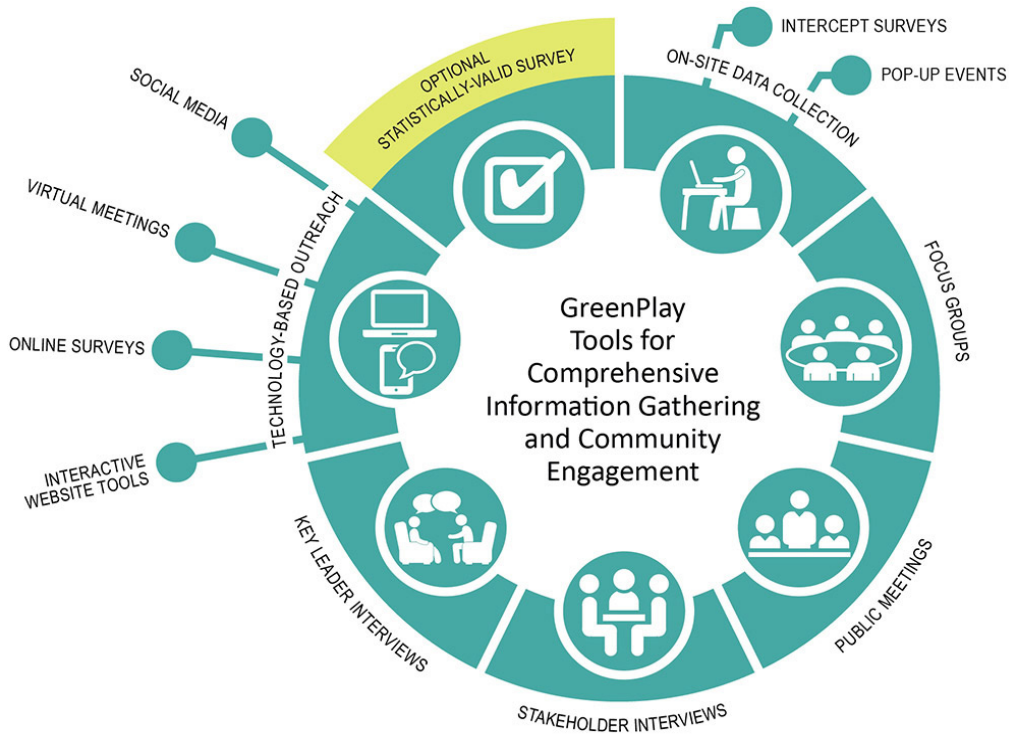
- **Draft Presentation**: We will present the draft report to the project team, the Parks and Recreation Advisory Board and the Board of County Commissioners in public meetings.
- **Final Presentation:** We will present the final report in public meetings with the project team, Parks and Recreation Advisory Board and the Board of County Commissioners.

Statistically-Valid Survey (OPTIONAL)
As part of the quantitative needs assessment portion of the plan, our team will conduct a randomly distributed survey using proven survey methods to achieve a statistically valid response. This type of survey is the most effective method available to get the opinions of the NON-USERS, as well as users of recreation facilities and programs, in your community.

We will work with RRC Associates (RRC) to create a carefully designed community survey to be distributed to a sample of residents. We propose to invite survey participation using a mail survey with a postage paid return envelope provided, containing language that is proven based on our work in other communities. The survey will permit respondents to complete the form and mail it back, or they would be directed to a web site where they could complete the survey online.

Following the initial invitation to complete the survey that is provided to a sampling of residents by mail, we will offer the opportunity to go to an "open link" where the larger community would be encouraged to respond.

RRC typically tabulates the results from these two groups separately (the coded "invitation" and "open link" versions), but if they are similar in response patterns, they can then be combined for interpretation purposes. We expect enough responses to permit recreation use patterns and community priorities to be measured in a quantitative manner. To help improve response rates, we also anticipate that the County would assist with marketing and creating public awareness of the survey through local channels such as local newspapers, radio, cable TV, County social media, web sites, etc.



C. RECREATION SERVICE DISTRICTS

Based on the results of the previous tasks, we will identify recreation service districts within Pender County for the equitable allocation and distribution of parks, recreation areas, open space, trails, facilities, amenities, and programing (county owned and public use facilities). We will use community input and resource mapping to identify any inequalities between recreation service districts and recommend actions to address, as needed.

D. MAINTENANCE AND OPERATIONS

GreenPlay will conduct a review of existing operations and maintenance practices in relation to operational expectations and industry "best practices." The review will consist of staff interviews; review of user feedback, budgets, and policies; and site visits. We will develop recommendations for operations, staffing, and maintenance needs. All plan recommendations will take into account cost effective options for ongoing operations and maintenance, including options for volunteers and/or other partnerships.

We will analyze the Parks and Recreation Department's infrastructure, deferred maintenance, and capital needs within the next 10 years. We will provide information to staff to develop a Maintenance Management Plan following the adoption of the Comprehensive Parks and Recreation Master Plan. Our team will develop prioritized recommendations for maintenance and renovation of parks, trails, and recreation facilities.

E. LAND ACQUISITION AND PARK DEVELOPMENT

We will develop prioritized recommendations for land acquisition that will allow you to develop additional parks, recreation facilities, greenways, trails, and open spaces. Our team will review inventory and community engagement findings to make recommendations that will allow the County to improve equitable distribution of programs and facilities.

F. BUDGET ANALYSIS AND ASSESSMENT

We will Perform an analysis of the Parks and Recreation Department's operating budget with emphasis on better efficiency, cost reduction, cost recovery and proprietary services.

Alternative Funding and Partnerships

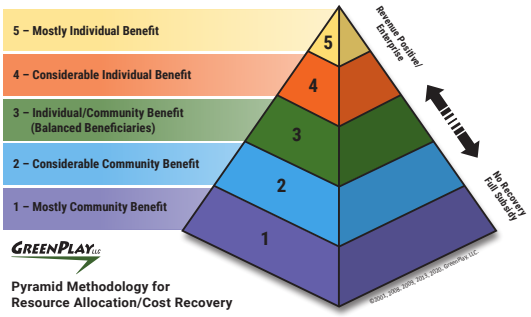
Our Project Team will help identify key partners in the area through the planning process and provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired.

Probable Operating, Maintenance, and Capital Costs and Potential Funding Sources

Based on recommendations that arise out of the needs assessment, we will identify probable operating, maintenance, and capital costs and recommendations for potential funding sources and mechanisms for the next five (5) to ten (10) years.

Cost Recovery Analysis

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of "how much taxpayer subsidy is enough?" or "where should the resources go?" GreenPlay has established and improved the "**Pyramid**" methodology for helping agencies create an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. We currently teach this straightforward but innovative methodology at conferences, and we train agencies and universities in its implementation and use.



It is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies. This methodology will be helpful for evaluating the operational financial sustainability of the Parks and Recreation Department. As part of your project, we will introduce the concepts of this framework for decision making.

Note: a full detailed analysis of cost recovery, divisional budgets, and/or pricing is not typically included in an analysis such as this, but can be facilitated separately or concurrently for an additional fee.

G. BENCHMARK AND COMPARISON OF PARKS AND RECREATION SERVICES

Benchmarking Analysis
We understand that the County has requested regional and national comparisons. GreenPlay consultants will compile relevant benchmarking and comparison data of commonly accepted key items of importance to the County to compare your community's facilities and tracked allocated resources with communities of similar size and demographics to other agencies. Typical benchmarking comparables include population, operations, and/or capital improvement budgets, FTEs, and land acreages. Other factors that may be evaluated include open space land acreage, recreation facilities, recreation programs and services, revenues, expenses, usage, and staffing levels. We will also review relevant cultural, social, economic, demographic, and environmental trends using available data and statistical information.

We will work with County officials and staff during Start-Up to determine the most pertinent items on which to base your comparative analysis. We offer two levels of comparative analysis for you to choose from:

Park Metrics Comparative Analysis
We will use the most current NRPA ParkMetrics information to compile customized Agency Effectiveness Ratios based on your population size and geographic region to gather relevant benchmarking data from all other agencies in NRPA's dataset meeting those same parameters. We will provide the County with a comprehensive profile of our findings with analysis of how they may apply for your community. The following chart indicates typical metrics that can be compared.

Typical Agency Summary Effectiveness Ratios
Operating expenditures per capita
Revenue per capita
Total revenue to total operating expenditures
Total tax expenditures per capita
Park operating expenditures per acre of parkland
Operating expenditures per acre of parkland
Operating expenditures per acres of parks and non-park sites
Operating expenditures per FTE
FTE's per 10,000 population
Acres of parks per 1,000 residents
Number of residents per park
Number of acres per park
Number of participants per program
Ratio of fee programs to all programs
Ratio of building attendance to park attendance

H. STRATEGIC ACTION PLAN

Findings Presentation
GreenPlay team consultants will compile initial findings from the analysis and inventory of existing conditions, community profile, and community and stakeholder involvement, including the survey. We will prepare a summary Findings Presentation for staff, decision makers, stakeholders, and the public to validate their accuracy. During this stage, we will confirm that all information identified and collected thus far is correct, and ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into development of the final needs assessment.

Key Issues Analysis Matrix
During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Analysis Matrix that helps identify focus areas from the various tools and methodologies used to collect information. Your customized matrix will serve as a basis for plan updates in the future.

Sample Key Issues Analysis Matrix

Healthy Community Parks and Recreation Master Plan	Qualitative Data			Quantitative Data			
Key Issue - Rating Scale a - priority b - opportunity to improve c - minor or future issue blank means the issue didn't come up or wasn't addressed	Staff Input	Public Input	Leadership	Surveys	Other Planning Documents	Assess/LOS	Consultant Team
Organizational							
Strong relationship between Commisson and City	a	c	a		a	a	a
Executive Support for Parks and Recreation	b	c	a	b	c	a	a
Deferred maintenance of parks, potentially due to staffing limitations.	a	a	b	b	b	a	a
Focus on health for nutritional and active transportation partnerships	b	a	c	a	a		a
Marketing and Awareness are strong but can use additional focus	a	b	b	b	b	b	a
Promote events as economic draws to help activate downtown	a		a	a			a
Parks and Facilities							
Increase trail connections	b	a	b	a	b	a	a
Need for sidewalks and on-street bike/ped improvements	b	a	b	a	b	a	a
Increase legal access to River	b	a	c		c	a	a
Feasibility study to determine highest and best use for Auditorium	a	b	a		a	a	a
Need to add more information to City website on parks and facilities	a	b	b				a
Address repairs and use of outdoor pool	a	a	b	a		a	a
Add nature playgrounds in other parks	b		b		b		a
Programs and Service Delivery							
Align program equity and availability in all sub-areas to all demographics	b	a	a	a	a	c	a
Activate sub-areas through community-wide focus and events	b	a	b	b	a		a
Opportunity for additional non-sport programs	c	a	b	a	a	a	a
Desire for more events & festivals	c	a	b	b	a		a
Track and promote participation in southern sub-areas	a		a		a		a
Finance							
Funding for facilities and staffing for City needed	a	a	a		a	a	a
Cost Recovery could be addressed at Category Level	b		b		c		a
Aligned cost recovery plan and policies	b		b		c		a
Promote equitable scholarship program.	b	a	b		a		a
Align parks, recreation, sports, culture, and events as economic drivers	a		a		a	a	a

Action Plan

The success of any Parks and Recreation Master Plan is determined not by the size of the final document, but the actual number of recommendations that are implemented out of that plan. What sets our team apart is our deep understanding of parks development, operations, maintenance, and management, and our ability to translate Master Plan-level recommendations into concepts that everyone understands.

Due to our inventory and level of service analysis and community and stakeholder engagement procedures, as well as our experience managing parks and recreation departments, we are able to provide much more detail and specificity to CIP project ideas, which ultimately allows our team to provide real accurate projects that you can count on. The action plan will be developed based on the results of previous tasks and with suggestions from planning team members.

This process also allows us to get clear buy-in from all stakeholders and decision-makers because each is not having to understand or visualize the projects based on just a description.

Our team will provide an Action Plan to identify specific actions required to implement intelligent growth of your park system and services. This Action Plan will consider all information gathered in inventory tasks, needs analysis, funding opportunities, phasing, community priorities and other data as appropriate.

I. DRAFT AND FINAL PLANS, PRESENTATIONS, AND DELIVERABLES

The GreenPlay team will summarize and synthesize all research and stakeholder input, and develop recommendations and priorities into a Draft plan. We will work with the project team to prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the County, and potential budgetary realities. The product of this task will be a set of recommendations phased into immediate, near-term, and long-term time frames that address goals and action strategies.

Draft presentations will be made to the project team, the Parks and Recreation Advisory Board, and the Board of County Commissioners.

Final Plan and Deliverables

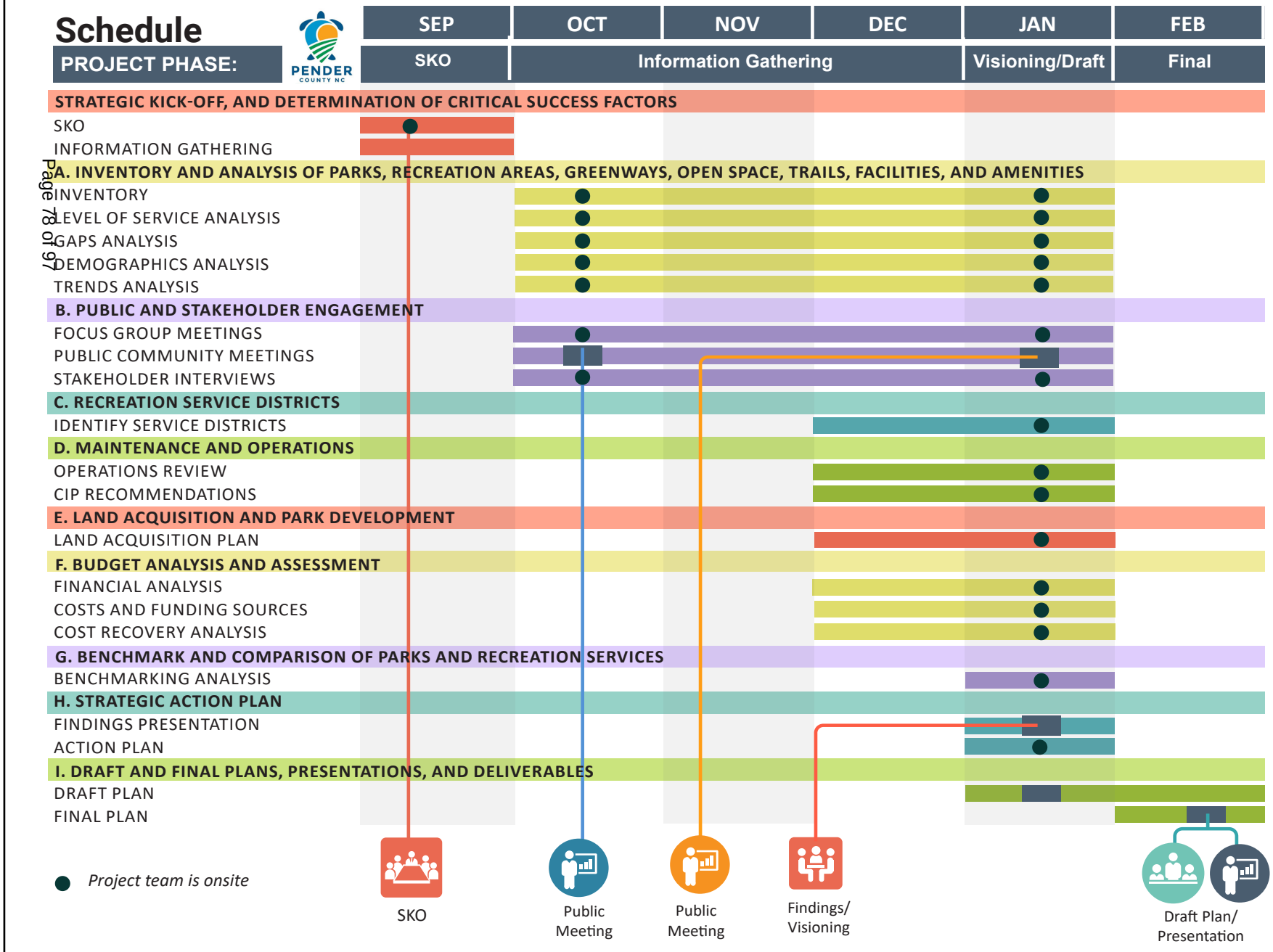
All relevant comments on the draft recommendations will be incorporated into your final report, and as necessary, we will assist in guiding the Parks and Recreation Master Plan through the formal adoption process, including review and recommendation by the Board of Commissioners for and review and acceptance.

Deliverables

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

- One (1) printed and one (1) electronic copy of the Draft shall be provided for distribution and review.
- One (1) printed and one electronic (1) copy of the Final plan with associated graphics and appendices.

Schedule


SEP
OCT
NOV
DEC
JAN
FEB
PROJECT PHASE:
SKO
Information Gathering
Visioning/Draft
Final
STRATEGIC KICK-OFF, AND DETERMINATION OF CRITICAL SUCCESS FACTORS
SKO
INFORMATION GATHERING
A. INVENTORY AND ANALYSIS OF PARKS, RECREATION AREAS, GREENWAYS, OPEN SPACE, TRAILS, FACILITIES, AND AMENITIES
INVENTORY
LEVEL OF SERVICE ANALYSIS
GAPS ANALYSIS
DEMOGRAPHICS ANALYSIS
TRENDS ANALYSIS
B. PUBLIC AND STAKEHOLDER ENGAGEMENT
FOCUS GROUP MEETINGS
PUBLIC COMMUNITY MEETINGS
STAKEHOLDER INTERVIEWS
C. RECREATION SERVICE DISTRICTS
IDENTIFY SERVICE DISTRICTS
D. MAINTENANCE AND OPERATIONS
OPERATIONS REVIEW
CIP RECOMMENDATIONS
E. LAND ACQUISITION AND PARK DEVELOPMENT
LAND ACQUISITION PLAN
F. BUDGET ANALYSIS AND ASSESSMENT
FINANCIAL ANALYSIS
COSTS AND FUNDING SOURCES
COST RECOVERY ANALYSIS
G. BENCHMARK AND COMPARISON OF PARKS AND RECREATION SERVICES
BENCHMARKING ANALYSIS
H. STRATEGIC ACTION PLAN
FINDINGS PRESENTATION
ACTION PLAN
I. DRAFT AND FINAL PLANS, PRESENTATIONS, AND DELIVERABLES
DRAFT PLAN
FINAL PLAN
Project team is onsite
SKO
Public Meeting
Public Meeting
Findings/ Visioning
Draft Plan/ Presentation

II. Past Experience and Project References

Brief Company Overview

GreenPlay, LLC, is a limited liability company with ten regional offices around the country. This plan will be completed out of our office in Burlington, NC. Founded in 1999, we operate as a **CONSORTIUM OF EXPERTS** to provide management and consulting services for park, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 23 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies throughout the nation. GreenPlay has successfully completed over **600** projects, working with local, state, and national government agencies, as well as with private sector organizations. GreenPlay is a 100% Women-Owned Business.

Proposal Contact and Headquarters Office:
Teresa Penbrooke, PhD, MAOM, CPRE
(303) 870-3884
teresap@greenplayllc.com
www.greenplayllc.com

1021 E. South Boulder Rd., Suite N
Louisville, CO 80027

Project Specific Experience

A Proven Record of Experience and Expertise in Parks and Recreation Planning
These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. We also regularly teach others around the country how to successfully complete similar projects. We have a strong national reputation based on many years of experience with staff who will help you to develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will address the key issues for Pender County.

We've worked with similar agencies that offer a mix of urban and rural areas including New Hanover County, North Carolina.

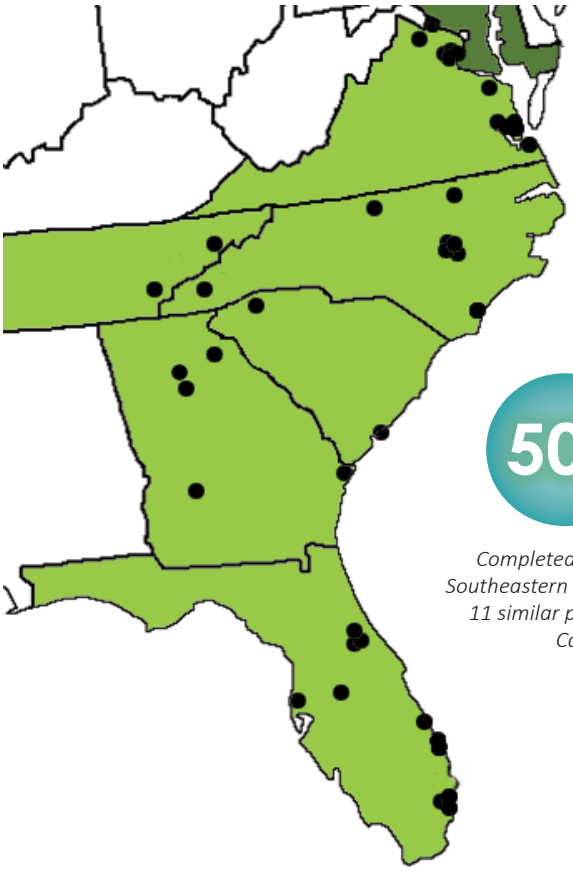
Relevancy of Similar Work Experience
Our firm has experience that is directly relevant to this project. We've worked with the North Carolina communities of Asheville, Cary, Caswell County, Durham, Leland, Mooresville, New Hanover County, Raleigh, Rolesville, and Wake Forest, as well as the South Carolina communities of Charleston County and Greenville. Our project manager Lisa Wolff and other team members from Stewart bring strong local experience. We have expertise helping these and other communities plan for sustainable development which is environmentally sensitive and financially sound. We will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Experience With Governmental Agencies
Ninety-five percent (95%) of our projects have been performed for public clients. Collectively, the GreenPlay Team offers a comprehensive set of skills built on a foundation of excellent verbal and written communication abilities. We are known for our proven experience in dealing with adjacent and associated public and private entities. Our experience allows us to effectively manage our time while producing plans that are detailed, customized, and implementable.

1. Previous Work Experience
GreenPlay team members have direct experience working for parks and recreation departments in North Carolina, Virginia, and across the country as senior level administrators. Having worked as individuals on "your side of the table," we know how important it is for consultants to be accessible. We also understand the importance of developing recommendations that are feasible and implementable.

2. Ability to Work with Government Agencies
Collectively, the GreenPlay Team offers a comprehensive set of skills built on a foundation of excellent verbal and written communication abilities. Our blend of local talent and national experience provides an understanding of local politics, history, and social dynamics affecting property planning and development with access to best practices from across the country. This combination of local and national experience allows us to effectively manage our time while producing plans that are detailed, customized, and implementable.

3. Reputation for Outstanding Work, Judgment, and Integrity
It is the Mission of GreenPlay to help organizations dedicated to parks, recreation, and open space achieve community goals. Our hallmark is creating great relationships with our clients, staff and consortium members by working as a team with a unified vision. We have built and maintain an excellent reputation for high quality, dynamic, creative and functional solutions to challenges. We provide personalized services and products; we operate efficiently; and we balance the needs and the resources of our clients. We are experienced, recognized leaders, and we are committed to consistent and reliable performance.



50+

Completed projects in the Southeastern United States with 11 similar projects in North Carolina

SUBCONTRACTORS

Stewart is located throughout North Carolina and South Carolina, with offices in Durham, Raleigh, Charlotte, Wilmington, and Columbia. With a unique interdisciplinary collaborative approach that results in stronger and more creative design solutions, Stewart serves domestic and international clientele, offering a full range of services to meet the needs of its clients, including:

- Civil Engineering
- Geomatics
- Geotechnical & Construction Services
- Landscape Architecture
- Municipal Planning
- Sports & Events
- Structural Engineering
- Transportation

Founded in 1994 by Willy E. Stewart, PE, the firm has more than 200 employees and is owned by a select group of professionals who are personally involved in our clients' success. The firm has eight office and lab locations. Stewart is a certified Historically Underutilized Business (HUB) with the State of North Carolina.

RRC Associates (OPTIONAL)

We can add RRC Associates to the team to design and implement a statistically-valid survey as part of the community and stakeholder engagement portion of the plan. RRC has developed surveys for over 100 similar projects with GreenPlay.

RRC has extensive experience with parks, recreation, open space, and trails needs assessment studies for cities, counties, recreation districts, and also at the state level. The goal of the studies is to obtain citizen input on a variety of topics related to parks and recreation use, values, and community priorities for future improvements. Many studies also have particular emphasis on gauging support for community recreation centers and aquatic facilities. A variety of research techniques are used in the studies, including telephone, mail, Internet, user surveys, and focus groups. Current satisfaction levels with existing facilities and programs are also measured, as is the relative importance of specific new priorities, facilities, and policies most desired and needed by the communities. Results and conclusions from the research help guide the development of parks and recreation master plans in the communities.

IREDELL COUNTY, NORTH CAROLINA PARKS AND RECREATION MASTER PLAN

Reference:

Michelle Hepler
P.O. Box 788
Statesville, NC 28687
704.878.3107 | mhepler@co.iredell.nc.us

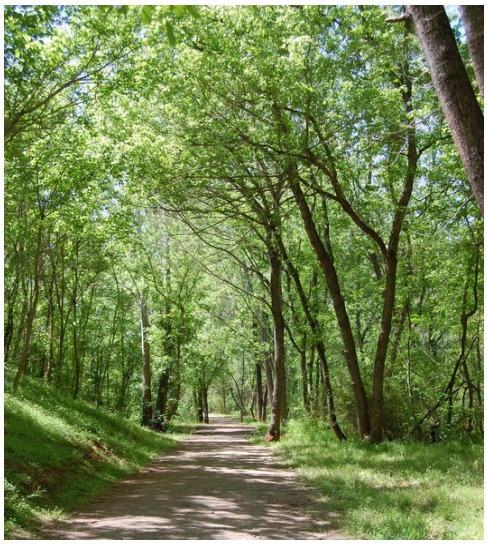
Project: Iredell County's Parks and Recreation Master Plan serves as an update to the Parks and Recreation Master Plan represents the culmination of a six-month planning process.

Although Iredell County has a strong foundation rich in history, it was facing dynamic changes in growth and new development as the urban sprawl from Charlotte continued to move north. As a community with new residential developments on the rise, Iredell County was becoming a highly desirable place to call home for families and retirees.

Our team identified a need for sustainable funding sources, because the County was growing, and there would be a strain on the parks and recreation system. We also analyzed how the County could contribute to public health and wellness based on parks and recreation assets.

This planning document was based on a county-wide assessment of County-owned and operated facilities, which included trails and greenways, a thorough community needs assessment and community engagement process, and a prioritized action plan to guide the County's work in improving recreational assets and services over the next several years.

Overall, the plan created the vision moving forward for the County by providing guidelines in policy development, and strategies for both existing and future parks and recreation facilities, services, and amenities. It helped to establish the framework for parks and recreation within the County and serves as a strategic plan in moving the department forward through various community and collaborative efforts. *Team members included Stewart and RRC Associates.*



LELAND, NORTH CAROLINA
PARKS AND RECREATION MASTER PLAN

Reference:

Niel Brooks, Assistant Town Manager
102 Town Hall Dr.
Leland, NC 28451
910.332.4818 | nbrooks@townofleland.com

Project: Parks, Recreation, and Open Space Master Plan will revise and finalize the Town's previous Draft 2016-2021 Town of Leland Parks, Recreation, and Open Space Master Plan and associated surveys and studies. Leland had been dealing with significant growth and needed to manage it responsibly to avoid overloading the parks and recreation system. The Town had grown from a population of 2,000 in 1989 to a population of almost 20,000 by 2017. This plan would allow the Town to grow in a more responsible manner. The Town had seen significant growth in the number of young families, and parks and recreation needed to reflect this change. Our team also included a focus on a new potential recreation center, identifying key partners, location, community interest, and financing opportunities.

The primary focus of the comprehensive plan was on parks, open space, amenities, and the recreation center, along with the current Cultural Arts Center. It allowed the Town to set priorities for desired parks, recreation, and open space improvements. We examined existing funding sources as well as the Town's scholarship program. We also determined that the Town could benefit from additional marketing of parks, recreation, and cultural services to improve participation. It was determined that the Town needed more equitable programming and that more programming was needed for teens and young families.

The plan included an illustrative and usable plan to guide the Town's actions over the next 10 years in regard to the development of its park facilities, land acquisition needs and was prepared in a manner that will meet the requirements of a 10-year Parks and Recreation master plan. *Team members included Sage Design and RRC Associates.*

CASWELL COUNTY, NORTH CAROLINA PARKS AND RECREATION MASTER PLAN

Reference:

Bryan Miller, County Manager
228 County Park Rd.,
Yanceyville, NC 27379
336.514.7127 | bmiller@caswellcountync.gov

Project: GreenPlay worked with Caswell County to develop a Parks and Recreation Master Plan that provides strategic guidance in the provision of parks and recreation services in line with the requirements for the North Carolina Parks and Recreation Trust Fund (PARTF) Grants. Our team recommended that the County conduct a cost recovery policy and develop a strategy to increase grant funding and other alternative funding sources. We also recommended developing a scholarship fund to improve equity and inclusion among County residents.

This plan also allowed the County to address public health concerns, improving the health, wellbeing, and quality-of-life of residents. Our team identified the following areas of improvement for the system:

- Aging facilities and amenities within the parks.
- Majority of resources are located at Caswell County Park and downtown Yanceyville.
- Low diversity of park amenities and opportunities, focused primarily on sports fields and playgrounds.
- Resources found outside of Yanceyville and across the County are located primarily at schools and game lands.
- Lack of pedestrian and biking connections between resources – currently relying heavily on vehicular transport to access parks and open spaces.

The project included a comprehensive public input process, an inventory and level of service analysis, and funding analysis. Our team provided goals and objectives for new and existing programs and facilities, enhanced service provision, and financial recommendations. *Team members included Graham Smith while at DHM Design and RRC Associates.*

NEW HANOVER COUNTY, NORTH CAROLINA PARKS AND GARDENS MASTER PLAN UPDATE

Reference:

Tara Duckworth, Director
230 Government Center Dr., Suite 120
Wilmington, NC 28403
910.798.7635 | tduckworth@nhcgov.com

Project: New Hanover County is a unique community on the coast of North Carolina. It is the second smallest county in terms of land mass but one of the largest in population. The Department of Parks and Gardens is primarily a recreation facility provider to many external service providers such as youth and adult sports associations, the County public school system, UNC-Wilmington, and the local community college, to name a few. The Department does not have a formal recreation programming function and only offers a handful of programs and events annually. Faced with a variety of parks and recreation needs and wants from the community, the Department updated its current master plan, which was created in 2006 and was considered outdated. Through this process, a new, updated series of recommendations were developed to provide direction to the Department on the provision of facilities, programs, and services into the future. *Team members included DHM Design and RRC Associates.*

HAMILTON COUNTY, TENNESSEE PARKS AND RECREATION MASTER PLAN

Reference:

Tom Lamb, Director of Parks and Recreation
2277 North Gold Point Circle
Hixson, TN 37343
(423) 209-6899 | Tlamb@hamiltontn.gov

Project: GreenPlay worked with Hamilton County to develop a Parks and Recreation Master Plan. Once completed, this plan will provide the County with realistic and implementable goals and implementation strategies for parks and recreation provisions over the next 20 years. Hamilton County is located in Southeastern Tennessee and has a population of about 357,000. The Parks and Recreation Department provides an abundance of programs and community activities through three regional parks and 14 Community parks and recreation facilities. Hamilton County is also home to six state parks and protected areas and a National Military Park.

Our team engaged members of the Hamilton County community, along with County leadership to determine their needs. The engagement process was comprehensive, and includes representatives from municipalities within the County, as well as residents and other key stakeholders. The project also includes inventory and GRASP® Component Based Level of Service Analysis, operational and funding analysis, and the development of an action plan and community-specific recommendations. *Team members include Robert and Company and RRC Associates.*

DEFERRED MAINTENANCE PLAN
PARKS SYSTEMWIDE PLANNING ASSESSMENT

STEWART

Each of the 84 parks in Winston-Salem's assessment were ranked in accordance with maintenance factors to allow for easily comparison and to quickly identify areas of deficiency. Based on these factors, an overall Composite Score for each park was also calculated.

LOCATION
Winston-Salem, NC

CLIENT INFORMATION
City of Winston-Salem
Ian Huffman
Parks Superintendent
2480 Reynold Park Road
Winston-Salem, NC 27107
336.774.8894
ianh@cityofws.org

DATES
Start: September 2017
Completion: January 2018

DISCIPLINES
Civil Engineering
Landscape Architecture
ADA / Pedestrian Evaluation

TEAM
Tedd Duncan, PLA, ASLA
Principal-In-Charge
Emily Blackwell, PLA, ASLA, CLARB
Project Manager, Landscape Architecture
Jake Petrosky, AICP

PROJECT OVERVIEW

Stewart conducted a comprehensive parks and recreation assessment for Winston-Salem, totaling 84 parks. The imagery above shows a few examples of the deferred maintenance items we examined at the parks and facilities. At this time, many of the deficiencies revolve around broken walking surfaces, stormwater and bridge structures need repairs, erosion issues around facilities and fields, aging park structures, and vegetation and sediment build up in parking spaces. The photos shown were taken on a recent site assessment at Greenway Park.

Stewart worked with Norwood Architecture & Design and Enpulse Engineering (MEP) to evaluate the community and recreation centers in the Winston-Salem Recreation & Parks system. We also contracted with a pool consultant, Signature Aquatics, to inspect the pools and pool systems. Our in-house suite of services allowed us to work with specialists within Stewart to assess the two golf courses owned by Winston-Salem and any structural or geotechnical items we came across. Musco lighting also worked with us and the Recreation and Parks staff to develop a standard for the park system so that future lighting installation and maintenance costs can be estimated and planned.

COMPOSITE SCORE	C
PARKING AND MAINTENANCE VEHICLE ACCESS	N/A
ACCESSIBILITY AND PATHWAYS	C
PARK GROUNDS	D
CORE PARK INFRASTRUCTURE	B
PLAYGROUND AND FITNESS EQUIPMENT	A
COURTS, FIELDS AND REC EQUIPMENT	N/A

III. Qualifications and Competencies

PENDER COUNTY, NC | PARKS AND RECREATION DEPARTMENT

GREENPLAY, LLC

Lisa Wolff, MSL, CPRP
Project Manager

Art Thatcher, MPA, CPRP
Principal-in-Charge/Project Consultant

Primary Responsibilities:
Project Management and Oversight
In-person and Digital Community and Stakeholder Engagement
Budget Analysis and Assessment
Benchmarking and Comparison Services
Strategic Action Plan
PARTF and Deferred Maintenance
Programming, Operations, and Maintenance
Visioning and Development of Recommendations
Successful Development of Final Report

OUR TEAM

Stewart

Emily Blackwell, PLA, ASLA, CLARB
Project Manager
Landscape Architect

John Nartowicz, PLA
Technical Leader
Landscape Architecture

Primary Responsibilities:
Park and Facility Evaluations
Inventory and Level of Service Analysis
Recreation Service Districts
Land Acquisition and Park Development
Resource Mapping
Conceptual Capital Costing

RRC Associates (Optional)

Chris Cares
Project Manager

Primary Responsibilities:
Statistically-Valid Survey

Our team is available to complete this project. In over 22 years of business, we have never missed a project end date due to internal workloads. We will work with you during Strategic Kick Off to finalize the schedule, and we will conduct regular meetings with your project team to keep the project on task.

Lisa Wolff, MSL, CPRP

PROJECT MANAGER

EDUCATION

Elon University – B.S. Leisure & Sport Management

Pfeiffer University – Master of Organizational Change & Leadership

UNC School of Government – Municipal Administration

ACCREDITATIONS, AWARDS, AND COMMUNITY

National Recreation & Parks Association

Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)

North Carolina Recreation & Parks Association
- President 2012
- 1st Vice President, 2011
- 2nd Vice President, 2010

Past National Recreation & Parks Association (NRPA) Representative

Recipient of the North Carolina Recreation & Parks Association's Meritorious Service Award

State of North Carolina Parks & Recreation Authority Member Appointed by the North Carolina General Assembly

Former Leisure & Sports Management Search Committee Member - Elon University

North Carolina Recreation & Parks Scholarship Foundation Board

WORK EXPERIENCE

Lisa is a Certified Park and Recreation Professional (CPRP) with broad experience in the field of local government, primarily in recreation and parks. Spanning a 30-year career, Lisa's foundation within the profession has developed partnership programs throughout her career in both financial giving and facility development across numerous spectrums. With a strong background in this area, Lisa has fostered projects and sponsorships exceeding $2 million dollars in funding and additional partnerships.

Recently, Lisa has worked closely to help develop and maintain community-based initiatives that are focused in the area of health and wellness. Her philosophy begins with building and investing in healthy environments within a community to create new conversations for stronger and more viable change for the quality of life!

In addition to the development of strong partnerships, she also focuses on staff organization and development, customer service, planning and programming, trail development, marketing and partnerships, facility operations and overall project management. Her true passion lies in building strategic organizations through innovative and creative leadership and guidance while focusing on internal and external collaboration and communication among all stakeholders.

Lisa has served as President of the North Carolina Recreation & Parks Association (NCRPA) and has been a long-term Senate Appointed Board Member to the North Carolina Parks & Recreation Trust Fund. Her role as Assistant Director of Recreation & Parks with the City of Burlington, NC has included oversight of the programming division including: aquatics, recreation centers, youth programming and specialized recreation services, park maintenance, youth and adult athletics, tennis, athletic turf maintenance, theater, and special events.

KEY CONSULTING, EDUCATION, & LEADERSHIP ROLES

- GreenPlay, LLC, Project Consultant
  - Brookline, MA – Strategic Master Plan Update and Athletic Fields Needs Assessment Survey
  - Calvert County, MD – Land Preservation, Parks, and Recreation Plan
  - Charles County, MD – Land Preservation, Parks, and Recreation Plan
  - Frederick, MD – Parks and Recreation Master Plan
  - Groton, CT – Community Recreational Needs Assessment, Feasibility Study, & Engineering Analysis, Pratt Building
  - Iredell County, NC – Parks and Recreation Master Plan
  - Lathrop, CA – Parks & Recreation Master Plan
  - Statesville, NC Civic Center Market Analysis
  - Stonecrest, GA – Parks & Recreation Master Plan
- Assistant Director, Burlington Recreation & Parks
- Project Lead & Contact – Burlington, NC Greenways & Bikeways Plan
- Project Lead Quick-Hitter Trail Expansion, Burlington, NC
- Project Lead Paramount Theater & Expansion Plan
- NRPA Directors School, 2017
- North Carolina Tennis Association
- Downtown Corporation Board Member – Burlington NC
- North Carolina Recreation & Parks Scholarship Foundation Board

Her skillset also includes:
- Fostering successful collaboration among teams and communities
- Knowledge of local government administration including Council and Manager format of leadership

Art Thatcher, MPA, CPRP, PRINCIPAL-IN-CHARGE

EDUCATION & CERTIFICATION

Old Dominion University, Masters of Public Administration, 2005

Christopher Newport University, Bachelors of Science, 1981

Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)

NRPA Director School, 2010; NRPA

School of Sports Management, 1990; NRPA

Leadership Training Institute, 2014; VRPS

The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA

LEAD, Weldon Cooper Center for Public Service (UVA), 1999

SPEAKER/PRESENTER

National Recreation & Parks Association (NRPA

Virginia Parks and Recreation Society

California Parks and Recreation Association

Colorado Parks and Recreation Association

Maryland Parks and Recreation Association

GP RED Think Tank

Oregon Parks and Recreation Association

WORK EXPERIENCE:

Based in Hampton, VA, Art is a Principal with GreenPlay LLC, a lecturer with GP RED, and a CPRP with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career he has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Since 2013, Art has worked with over 70 communities across the country. He is an expert in working with adventure-based communities, including those that manage beaches and waterfronts as part of their parks and recreation systems, and communities that rely on outdoor and adventure recreation as economic drivers. Art is a well-known speaker and has made presentations at NRPA, VRPS, CPRS, MRPA, ORPA, and the GP RED Think Tank. He is past President and former Chair of the Board of the Virginia Recreation and Parks Society and is currently on the Board for the Leadership Training Institute.

- GreenPlay LLC, Project Consultant: 2013 - Present
- Bureau Manager of Recreation and Human Development – City of Norfolk, VA
- Information Technology Project Coordinator – City of Hampton, VA
- Superintendent of Parks & Recreation – City of Hampton, VA
- Operations Director, Norfolk FestEvents Ltd. – Norfolk, VA
- Director of Parks and Recreation – City of Poquoson, VA

REPRESENTATIVE PROJECT EXPERIENCE:

- Amherst, NY – Recreation and Parks Master Plan Update
- Arlington County, VA – Sports Fields Use Study
- Bethlehem, NY – Parks and Recreation Master Plan
- Brookline, MA – Athletic Field Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Chatham County, GA – Parks and Open Space Master Plan
- Encinitas, CA – Parks and Recreation Master Plan, & Financial Sustainability Assessment
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan
- Gloucester County, VA – Needs Assessment for Parks, Recreation, and Tourism
- Greenbelt, MD – Recreation and Park Facilities Master Plan
- Hampton, VA – Parks and Recreation Master Plan
- Hamilton County, TN – Parks and Recreation Master Plan
- Hesperia Recreation and Park District, CA – Master Plan
- Maitland, FL – Parks and Recreation Master Plan
- Martin County, FL – Parks and Recreation Master Plan
- Manassas, VA – Parks, Recreation, & Culture Needs Assessment and Facilities Plan
- Martin County, FL – Parks and Recreation Master Plan
- New Hanover County, NC – Department of Parks and Gardens Master Plan Update
- Oceanside, CA – Parks and Recreation Master Plan
- Roanoke Regional Partnership, VA – Outdoor Needs, Operations Capital & Financial Analysis
- Rolesville, NC – Comprehensive Plan, Parks and Recreation Component
- San Diego County, CA – Parks and Recreation Master Plan
- San Gabriel, CA – Parks, Recreation, and Open Space Master Plan
- Santa Maria, CA – Parks and Recreation Needs Assessment and Action Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Wake Forest, NC – Parks, Recreation, and Cultural Arts Master Plan
- West Palm Beach, FL – Parks and Recreation Master Plan
- Williamsburg, VA – Parks and Recreation Master Plan
- Wilsonville, OR – Parks and Recreation Comprehensive Master Plan

STEWART

EMILY BLACKWELL PLA, ASLA, CLARB

PROJECT MANAGER AND MARKET LEAD, COMMUNITY SPACES

Emily is dedicated to the profession of landscape architecture and has 10 years of experience, including more than seven at Stewart. Her portfolio includes deep experience in parks of all sizes with active amenities, natural and passive recreation elements, connector trails, and community features. She is Past President of the North Carolina ASLA and is thus very connected in the professional market. She is a determined professional with a passion for designing spaces people want to return to time after time.

RELEVANT EXPERIENCE

Iredell County Parks Master Plan | Statesville, NC | Project with GreenPlay
For this revamp the 2008 park master plan for Iredell County, Stewart conducted an inventory of parks and facilities and evaluated facilities for conditions based on playing surfaces, accessibility, equipment, and maintenance standards. Stewart also assessed facilities for amenities such as shade, drinking fountains, restrooms, etc., which enhance the comfort and convenience for visitors and participants. Based on site visits to each park and/or facility, several assessments were made for current/existing parks, including limited ADA access, lack of trails and sidewalks connecting to park properties created limited access to parks, and inconsistent signage across the system. Using Iredell County's GIS system, Stewart created a mapping inventory. The maps reviewed the location of parks within the County, drive time to parks, walkability to each park, location of County schools utilized by the park system, and location of parks and greenways within the County owned by other municipalities or entities. The mapping provided insight to the areas within the County that are underserved by park facilities, not just by the County Park system but overall. They also indicate geographical areas where access to County parks by vehicle or walking is limited. The master plan was approved by the County Commission in May 2020.

Winston-Salem Deferred Maintenance Master Plan | Winston-Salem, NC
Project Manager | Stewart conducted a comprehensive parks and recreation assessment for the Winston-Salem Parks and Recreation System, a total of 84 parks. Many of the deficiencies noted revolve around broken walking surfaces, stormwater and bridge structures need repairs, erosion issues around facilities and fields, aging park structures, and vegetation and sediment build up in parking spaces. Working with subconsultants, the team evaluated parks, recreation centers, community pools, golf courses, and park lighting, and developed a comprehensive report in which each park was given a composite score grade, helping the city prioritize repairs and upgrades to grounds and courts, play equipment, vehicle facilities, and pedestrian access.

Wilmington Tree Root and Sidewalk Study | Wilmington, NC
Project Manager | The purpose of the Wilmington Tree Root and Sidewalk Study was to analyze and evaluate conditions in specified areas associated with displaced sidewalks caused by roots from adjacent trees and to develop a menu of recommended remedies to repair displaced sidewalk and a set of standards for future streetscape projects. Stewart was challenged to create tools for City staff to use in almost every imaginable tree and pavement conflict that may arise. The detailed Solution Matrix will allow Wilmington City staff to evaluate a conflict location and the opportunities and constraints of that site, successfully select a consistent and defensible solution for removing or protecting a tree, and what methods should be used to construct a safe space for the public.

Surf City Park Planning | Surf City, NC
Project Manager | A primary goal of this project was to create a multi-generational park that incorporates social engagement for pickleball players, inclusive playground users, and skate park goers. Stewart worked through solutions to utilize the site layout to safely blend the different facilities and provide nodes for social interaction of the diverse user groups. Surf City's recent needs survey showed a public desire for more park facilities. Stewart worked with the Town to develop a concept plan for recently acquired property to provide a skate park, inclusive playground, trails, sand volleyball, pickleball courts, a picnic shelter, and connecting trails.

EDUCATION
Bachelor of Landscape Architecture
North Carolina State University

REGISTRATION
Professional Landscape Architect:
North Carolina #1912
South Carolina #1306

CLARB Certified Landscape Architect, #39024

Permaculturist, Permaculture Designer and The International Ecotourism Society

PUBLIC INVOLVEMENT
President of the North Carolina Chapter of the American Society of Landscape Architects, 2017-2018

Council of Landscape Architecture Registration Boards

Carolina Thread Trail

Junior League 2nd Harvest Food Bank Committee Member

STEWART

JOHN NARTOWICZ PLA

TECHNICAL LEADER | LANDSCAPE ARCHITECTURE

John has more than 40 years of experience in the field of Landscape Architecture, ranging from managing projects half-way across the world to starting and managing his own business for thirty years. John has traveled extensively and has been involved in some of the industry's most notable development projects both domestically and internationally. Based in Wilmington, John has an ongoing effort in maintaining Quality Control of Construction Documentation, Construction Administration couple with review and enhancing the Stewart Landscape Detail Library.

RELEVANT EXPERIENCE

Riverfront Park | Wilmington, NC
Landscape Architecture | Design for this new seven-acre destination park on the riverfront in Wilmington learned from the City's historic past to create a place for future generations to enjoy concerts, festivals or simply a walk along the riverfront. The park's diverse program features stormwater gardens, event lawns, a performance venue, spraygrounds and many other elements to create a new destination for Wilmington. This project achieved verification through its WEDG® (Waterfront Edge Design Guidelines) program–making it the tenth WEDG Verified project and first project outside of New York City to meet the standard for excellence in waterfront design. WEDG Verification is the gold standard for resilient, ecologically sound, and accessible waterfront design. The park is located on a brownfield site that has been capped with a 2' liner. In addition to considering the park's location along the tidal river, the design has soils and geotechnical experts to assist with guidance on how to design the site in an ecologically and environmentally sensitive manner. The cap will be strategically manipulated in several areas and grading will be a balance between flood elevation studies and brownfield remediation considerations.

Greenville Loop Trail Section 3 | Wilmington, NC
Landscape Architecture | The Greenville Loop Trail is a 4.3-mile multi-use path that will run the entire length of Greenville Loop Road, connecting neighborhoods to Bradley Creek Elementary School as well as the commercial areas on either end of Greenville Loop. Upon completion, the trail will create safe connections for bicycling and walking between existing and planned trails and provide a healthy, safe option to get exercise. Stewart began a feasibility study for the project to determine the best path alignment in December 2019.

Raleigh Ironworks | Raleigh, NC
Project Landscape Architect | The Ironworks district was the former site of Peden Steel and includes two historic warehouse structures that will be re-purposed for future uses. The district will include office, residential, retail, and parking, and will connect to an adjacent adaptive reuse warehouse project, creating a creative hub near downtown Raleigh. Stewart is the lead for site permitting and civil engineering, and is the landscape architect of record for this 18.5-acre, mixed-use project that includes three architects and two developers. Some of the major goals for the site include connecting the district to the greater Raleigh greenway system, connecting to nearby neighborhoods and downtown, and keeping the distinctive, industrial quality of the space. The site includes public infrastructure and roadway improvements, amenity spaces that include outdoor dining areas, plazas, walkable streets, and native plantings. This project will be one-of-a-kind in Raleigh and will bring energy to this industrial area of the City.

ElanID | Durham, NC
Project Landscape Architect | The first residential addition to the Durham Innovation District, ElanID is a mixed-use building housing 263 apartment units, 14,000 square feet of amenities and commercial space, and a parking deck that serves both ElanID and the Adjacent Brodie Duke Building. Stewart's scope included streetscape design, courtyard amenity design, the extension of Morris Green, and the design of a plaza linking the Durham Beltline to the Durham Innovation District. Stewart was intentional in choosing hardscape materials and site furnishings that blended the rough aesthetic of the adjacent historical warehouses with the sleek aesthetic of the Innovation District while creating engaging environments for residents to interact with that are both comfortable and durable.

EDUCATION
Bachelor of Science in Environmental Design, University of Massachusetts, Amherst

Harvard University Continuing Education Series

REGISTRATION
Professional Landscape Architect (PLA): NC #1041

RECOGNITION
Outstanding Stewardship Award for Cape Fear Community College Landscape Design

Sustaining Paul Harris Member of Cape Fear Rotary

IV. Staffing Capacity and Availability

Our team members are available to complete your project. Our project managers typically manage 3-4 projects concurrently. We will allocate resources to meet your needs and your desired timeline for this project.

Tasks	Lisa Wolff	Art Thatcher	Stewart	RRC (OPT)
Strategic Kick-Off, and Determination of Critical Success Factors	16	16	4	
Task A: Inventory and Analysis of Parks, Recreation Areas, Greenways, Open Space, Trails, Facilities, and Amenities	20	4	92	
TASK B: Public and Stakeholder Engagement	42	25	4	
Task C: Recreation Service Districts	8	4	17	
Task D: Maintenance and Operations	29	12.5	17	
Task E: Land Acquisition and Park Development	17	4	17	
Task F: Budget Analysis and Assessment	17	2.5	2	
Task G: Benchmark and Comparison of Parks and Recreation Services	4	2		
Task H: Strategic Action Plan	42	29	4	
Task I: Draft and Final Plans, Presentations, and Deliverables	67	14	11	

Note: GreenPlay does not bill hourly. We propose and bill using a firm-fixed fee. All invoicing is based on percentage of the project that is complete, rather than individual hours.

These hours consist of an estimate based on our understanding of the project. The final schedule will be determined at SKO.

V. Project Fee Structure

TASKS	GreenPlay	Stewart	Total
Strategic Kick-Off, and Determination of Critical Success Factors	$2,625	$250	$2,875
Task A: Inventory and Analysis of Parks, Recreation Areas, Greenways, Open Space, Trails, Facilities, and Amenities	$3,623	$5,500	$9,123
TASK B: Public and Stakeholder Engagement	$7,350	$250	$7,600
Task C: Recreation Service Districts	$788	$1,000	$1,788
Task D: Maintenance and Operations	$2,625	$1,000	$3,625
Task E: Land Acquisition and Park Development	$1,313	$1,000	$2,313
Task F: Budget Analysis and Assessment	$1,208	$100	$1,308
Task G: Benchmark and Comparison of Parks and Recreation Services	$2,468	$0	$2,468
Task H: Strategic Action Plan	$7,613	$250	$7,863
Task I: Draft and Final Plans, Presentations, and Deliverables	$10,389	$650	$11,039
Totals	**$39,999**	**$10,000**	**$49,999**

This project is billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).
- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

Additional Services: If Requested

GreenPlay's rate for additional services is based on an average of $150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from $60 to $150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/ primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

Project Delay Fee

GreenPlay will work with your project team to jointly lay out an achievable schedule during contracting and detailed during the SKO. There is a cost to GreenPlay if the project is delayed beyond the accepted contracted schedule end date, so we will work diligently with you to achieve it. We expect prompt responses and to keep milestones for approval points. If the project is delayed due to City requests or non-response, we may request additional fees to do so. Typically, this fee is around 10% of remaining budget for each month of client caused delays. We are happy to help keep this project on schedule, and value open and transparent conversations about how to best do so throughout the project.

BID TABULATION SUMMARY

Parks and Rec Master Plan Update Final Vendor Scores			
	Vendor		
Selection Committee	Alfred Benesch Company	McGill	Green Play
Evaluator 1			
Shortlist score (85 possible)	N/A	N/A	N/A
Interview score (15 possible)	12	14	11
Evaluator 2			
Shortlist score (85 possible)	73	81	74
Interview score (15 possible)	14	13	10
Evaluator 3			
Shortlist score (85 possible)	81	85	85
Interview score (15 possible)	12	14	12
Evaluator 4			
Shortlist score (85 possible)	73	78	73
Interview score (15 possible)	12	14	10
Evaluator 5			
Shortlist score (85 possible)	85	79	70
Interview score (15 possible)	13	15	6
Total score (415 possible)	375	393	351
Percent of possible total score	**90.36%**	**94.70%**	**84.58%**

Tuesday, August 24, 2021

Pender County Budget Ordinance Amendment

Date Tuesday, September 7, 2021

Board Meeting Date (If Applicable) Tuesday, September 7, 2021

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Department 665 - PARKS & RECREATIONAL DEPARTMT

Purpose of Request

To move funds to cover the Parks & Rec Master Plan

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	665-404500	Contracted Services	17,200
2	660-407433	Capital Outlay	-17,200
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

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

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	September 7, 2021
SUBJECT:	Request Approval to hire (2) temporary, full-time Health Educators and a temporary, full-time Social Worker II to work as COVID-19 Liaisons

SUMMARY:
The Health Department requests approval to hire two (2) temporary, full-time Health Educators and a temporary, full-time Social Worker II from funds received from Federal and State funding - ELC Reopening Schools School Health Liaison (Agreement #361) and Advancing Equity (Agreement #466). The Pender County Health Department received temporary funding from the Women's and Children's Health/Children & Youth Branch and Chronic Disease and Injury Section in a total of $154,900. The funds are to be used to hire staff to assist with the coordination of COVID-19 screenings, testing, vaccine administration and other school health/public health services. And to address COVID-19 related health disparities in the community and advance health equity by expanding local health department services to prevent and control COVID-19 infection (or transmission) among Historically Marginalized Populations (HMPs) or other priority populations.

State and Federal funding is short term and must be expended by June 30, 2022. No county dollars will be used for this activity.

ACTION REQUESTED:
To consider approval to hire two (2) temporary, full-time Health Educators and a temporary, full-time Social Worker II to work as COVID-19 Liaisons

Pender County
Debris pickup options for smaller incorporated areas of the county

TO:	Board of County Commissioner
FROM:	Tommy Batson
DATE:	September 7, 2021
SUBJECT:	Debris pickup options for smaller incorporated areas of the county

SUMMARY:
As you all know county staff has been updating and looking a lot of our plans, The biggest plan completed for the county is the debris monitoring and pickup contractors. We have been working on these since the fall of 2020. We know that the Pender County Board of Commissioners have made it clear after the last three-year process from Hurricane Florence, that we will not get into the debris pick up/monitoring business again.

Staff have a backup plan for the unincorporated areas solely to serve as a contingency in case circumstance change that dictate Pender conduct a debris collection operation. Pender County has contracts in place for debris and monitoring if we are required to do this type of work later or event.

Pender County has Crowder Gulf as our Contractor for Debris pickup and Southern Disaster Recovery for debris.

Town of Burgaw, Surf City and Topsail Beach has contracts in place for type of work also

As part of this contingency plan the question is does the board of county commissioners want to have the flexibility with an agreement pre-event with the smaller incorporated areas of Atkinson, Watha & St Helena. The Town of Burgaw, Surf City and Topsail Beach have these contractors in place. These smaller areas may reach out to the county in a large event for pickup and monitoring for debris. This being talked about and decided ahead of the event is best for the reimbursement and the county public information officer.

Options

As you all know county staff has been updating and looking a lot of our plans, The biggest plan completed for the county is the debris monitoring and pickup contractors. We have been working on these since the fall of 2020. We know that the Pender County Board of Commissioners have made it clear after the last three-year process from Hurricane Florence, that we will not get into the debris pick up/monitoring business again.

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Options
#1-County only handles un-incorporated areas of the county.

#2-County working with the Village of St. Helena, Watha & Atkinson on contingency agreement to assist in debris removal.

#3-These areas and NCDOT work together on Debris Pickup

#4-These areas acting on the NCEM prepositioned disaster debris removal and monitoring contracts.

Having a pre-event contract with these areas would be only a backup plan, contingency plan if needed with the direction of the board if they so choose.

Staff has reached out the NCDEQ and in the process of updating the contacts for all the approved debris site in the county.

I would like to hear what the boards thoughts on for entering or not entering into a contract to cover these small, incorporated areas into the county debris in the time of a disaster for debris monitoring and pickup.

Having a pre-event contract with these areas would be only a backup plan, contingency plan if needed with the direction of the board if they so choose.

Staff has reached out the NCDEQ and in the process of updating the contacts for all the approved debris site in the county.

I would like to hear what the boards thoughts on for entering or not entering into a contract to cover these small, incorporated areas into the county debris in the time of a disaster for debris monitoring and pickup.

ACTION REQUESTED:
Give direction for staff on this item

#1-County only handles unincorporated areas of the county.

#2-County working with the Village of St. Helena, Watha & Atkinson on contingency agreement to assist in debris removal.

#3-These areas and NCDOT work together on Debris Pickup

#4-These areas acting on the NCEM prepositioned disaster debris removal and monitoring contracts.

Pender County
Discussion of Proposed NCORR Buyout Zones

TO:	Board of County Commissioners
FROM:	Travis Henley
DATE:	September 7, 2021
SUBJECT:	North Carolina Office of Recovery and Resiliency Strategic Buyout Program

SUMMARY:
The North Carolina Office of Recovery and Resiliency (NCORR) has developed a strategic buyout program that targets property acquisitions in high risk flood areas. The goal of the strategic buyout program is to remove people and property from flood prone areas, similar to previous buyouts conducted in the county using FEMA's Hazard Mitigation Grant Program (HMGP). Unlike the HMGP buyout programs, this program is not open to county residents at large and is funded through grant money from the federal Housing and Urban Development Department.

NCORR used various data to develop these targeted buyout zones, including high flood risk locations (determined by Repetitive Loss or Severe Repetitive Loss classifications), residentially concentrated property, and sites located within a census block that is over 30% low to moderate income. The evaluation led to two locations in the county identified as proposed buyout zones; one in the Currie area off Canetuck Road and one outside Burgaw along the Northeast Cape Fear River. Please see the attached maps for the specific boundaries of the proposed buyout zones.

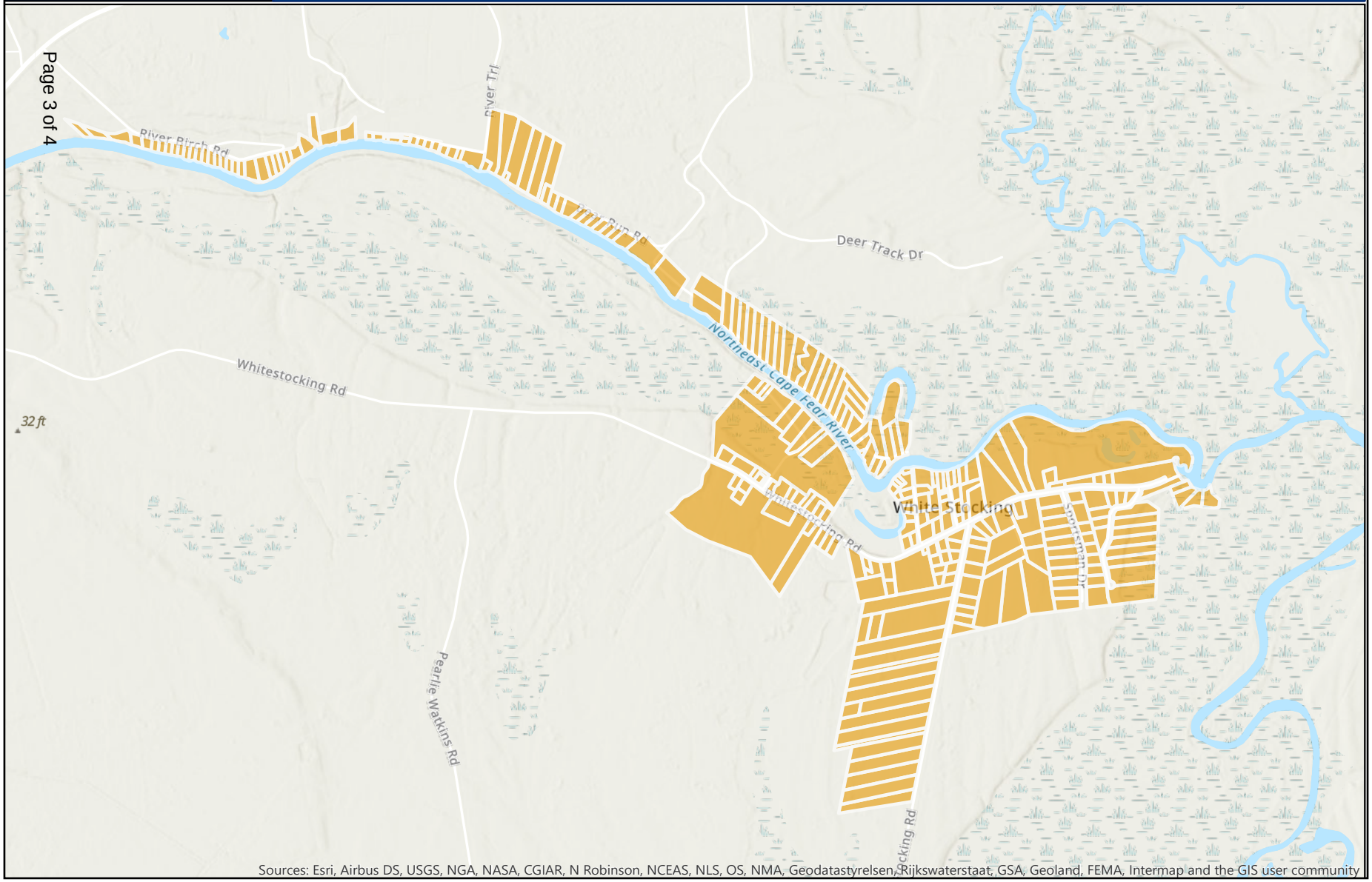
If this program moves forward and properties are purchased using grant funding, the County's main obligation is taking ownership of the acquired properties. These properties would be deed restricted as open space in perpetuity with very limited allowable land uses. This program will be managed at the state level by NCORR staff and will not require the disbursement of any county funds.

ACTION REQUESTED:
For the Board of Commissioners to discuss the proposed Strategic Buyout Program and provide guidance to staff on the parameters of County participation in this program.

ATTACHMENTS:

1. Proposed Northeast Cape Fear River Buyout Zone
2. Proposed Currie Buyout Zone

Northeast Cape Fear River Buyout Zone
Phase 1- Florence



Currie Buyout Zone
Phase 1 - Affected by Hurricane Florence